

## AGREEMENT

THIS AGREEMENT, Made this 4TH day of December, 2006 by and between the **BOROUGH OF PORTAGE**, a Pennsylvania municipal corporation, party of the first part, hereinafter called "Borough,"

AND

**MUNICIPAL AUTHORITY OF THE BOROUGH OF PORTAGE**, a Pennsylvania municipal corporation, party of the second part, hereinafter called "Authority"

WITNESSETH: For in and in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby, the parties agree as follows:

1. The Authority will do monthly billing for garbage collection charges for residents of the Borough of Portage.

2. The Authority will maintain a database of customer information as provided by the Borough and make changes to customer records as needed. Copies of the records will be provided to the Borough to assist with their customer service functions and for the purpose of verifying and updating the database information. The Borough shall be responsible for the accuracy of the information provided. Adjustments in customer garbage accounts will only be made following receipt of written instructions from the Borough Manager.

3. The Authority will calculate, print the garbage charge upon the current water and sewer bill, presort and mail all bills and complete all necessary postage forms.

4. The Authority will enter into the computer database daily receipts with a daily cash report and separate, as necessary, and perform the payment breakdown analysis between garbage, water and sewage accounts.

5. The Authority will print and mail warning letters on a quarterly schedule. The Borough shall be responsible for any further collection activities regarding delinquent garbage accounts.

6. The Authority will provide to the Borough, or the designated municipality or agency, the following reports with regard to garbage charges and collections:

- A. Billing Register
- B. Monthly Customer Balances
- C. Monthly Delinquent Report
- D. Monthly Final Delinquent Report
- F. Special Reports
- G. Final Bill Registers
- H. Monthly Billing Adjustments
- I. Any other report requested by Borough within the capabilities of the database, provided that if the Authority must incur a charge from the

software vendor to set up additional reports, the Borough will pay the entire cost thereof.

7. The software used by the Authority will be able to do the following:
  - A. Track all billings, receipts and adjustments in chronological order
  - B. Separate current and arrears payments
  - C. Provide a note page for each customer
  - D. Provide a code for freezing interest charges
  - E. Print a monthly adjustment journal
  - F. Print delinquent notices by date
  - G. Safeguard account balances and allow for password protection
8. The Authority will provide a digital backup of accounts to the Borough on a quarterly basis.
9. The Authority will provide the Borough's auditors with any billing or other data needed for writeoff lists and/or other auditing purposes.
10. The Borough will pay one-third of the costs of maintaining and operating, (including necessary upgrades to) the software/computer system utilized by the Authority for the database and bill preparation.
11. The Borough will pay a share of all the costs of billing, including but not limited to postage, costs of printing bills, delinquent letters, envelopes and time spent by Authority staff. The Borough's share shall be calculated by taking the total cost of billing, divided by the proportion of Borough customers to all customers billed. Payment shall be due within thirty (30) days of receipt of invoice. (i.e. where  $x$  = garbage customers,  $y$  = sewer customers, and  $z$  = water customers, the Borough's proportion of total billing cost is  $x/(x+y+z)$ )
12. The Borough will provide customer service functions, including but not limited to answering customer questions about garbage bills, management of delinquencies and customer inquiries about amount owed on their accounts. The Authority will respond to inquiries concerning billing problems, information on the database and any situations that arise through the Authority's own doing which are outside the control of the Borough.
13. The Authority shall provide for collection of payments and remit the same to the Borough within two (2) weeks of the end of each month. When partial payments are received, payments collected shall be first applied to water charges, second to sewer charges and third to garbage charges.
14. Collection of delinquent garbage accounts shall be the sole responsibility of the Borough. The Authority shall cooperate in any efforts specifically initiated by the Borough. The Borough of Portage agrees to compensate the Municipal Authority of the Borough of Portage for gross payroll costs plus employee reimbursed expenses for all time spent, rounded up to the nearest one hour, by Authority employees, in any court matter

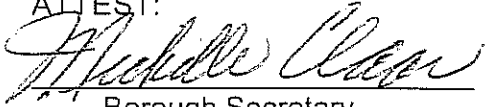
involving the billing or collection of garbage fees.

15. The term of this Agreement is three (3) years beginning January 1, 2007, provided, however, that the Borough or Authority may opt out of the Agreement at anytime upon sixty (60) days' written notice.

16. Upon termination of this Agreement, the Authority shall provide a final accounting, payment of any amounts due the Borough, and a copy of all current reports and the entire database in a mutually convenient electronic format. The Borough shall pay all outstanding invoices for costs. Thereafter, neither party shall have any obligation or liability to the other.

17. In the event the Borough or the Authority request any significant changes in or additions to the level of service specified in this Agreement, the parties hereto agree to renegotiate the terms.

IN WITNESS WHEREOF, we enter this Agreement by placing our hands and seals on behalf of our respective governmental organization, with full authorization of the governing body, and intending to be legally bound thereby.

ATTEST:  
  
Borough Secretary  
(Seal)

**Borough of Portage**

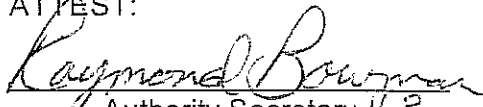
By: 

Borough Manager

Pursuant to Resolution Approved on

12/15/03

ATTEST:

  
Authority Secretary V.P.  
(Seal)

**Municipal Authority of the Borough of Portage**

By: 

Authority Manager

Pursuant to Resolution Approved on

12/4/03