



**TOWNSHIP OF NORTH FAYETTE
RESOLUTION NO. 45-24**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF NORTH FAYETTE, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO SUBMIT A CREDIT APPLICATION AND ENTER INTO A SURETY AGREEMENT WITH LINDY PAVING, INC.

WHEREAS, the Township of North Fayette (hereinafter "Township"), is a Municipal Corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 400 North Branch Road, PA 15071; and

WHEREAS, Lindy Paving, Inc. (hereinafter "Lindy Paving"), is a business located in Pennsylvania with its principal place of business at 1807 Shenango Road, New Galilee, PA 16141; and

WHEREAS, the Township utilizes the services of Lindy Paving for various public works projects; and

WHEREAS, Lindy Paving has requested that the Township update the credit application and Surety Agreement on file with the business; and

WHEREAS, upon the recommendation of the Director, Public Works, and the Township Manager, the Township wishes to provide Lindy Paving with an updated credit application and Surety Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the Township of North Fayette hereby resolves as follows, incorporating the above recitals by reference:

- SECTION 1.** The Department of Budget & Finance is hereby authorized and directed to file an updated credit application (attached as "Exhibit A") with Lindy Paving, Inc.
- SECTION 2.** The Township Treasurer, the Township Manager, and the Assistant Township Manager are hereby authorized and directed to execute a Surety Agreement (attached as "Exhibit B") with Lindy Paving, Inc.
- SECTION 3.** All prior resolutions are hereby repealed in whole or in part to the extent inconsistent herewith.
- SECTION 4.** This Resolution shall take effect immediately.

AND NOW, this 14th day of May 2024, upon motion duly made and seconded, the foregoing **RESOLUTION** is hereby adopted.

ATTEST:


James Mangan
Township Manager

**TOWNSHIP OF NORTH FAYETTE
BOARD OF SUPERVISORS**


James Morosetti, Chairman


Robert Doddato, Vice Chairman

APPROVED AS TO FORM:


Michele Cromer, Esquire
Township Solicitor

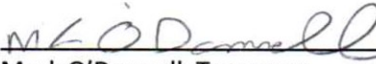

Mark O'Donnell, Treasurer

EXHIBIT 'A'

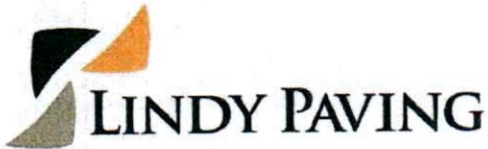
CREDIT APPLICATION

- BETWEEN -

TOWNSHIP OF NORTH FAYETTE

- AND -

LINDY PAVING, INC.



APPLICATION OF CREDIT AND AGREEMENT

Date: 5/14/2024

Credit Amount Requested \$150,000.00

1. North Fayette Township

2. 400 North Branch Road

Business Name (Applicant)

Street Address

3. Andrew Hartwell, Assistant Township Manager

4. Oakdale, PA 15071

Person to contact/position

City, State, Zip Code

5. 724-693-3104

6. 724-693-3104

Telephone Number

Fax Number

7. hartwella@northfayettepa.gov

8. 25-6002320

Email Address

Federal Tax ID Number

9. Business Type: [] Sole Proprietorship [] Limited Partnership

[] General Partnership [X] Municipal Corporation [] Corporation [] Limited Liability Company [] Limited Liability Partnership

IO. Principal/Officers

James Morosetti, Chairman

Robert Doddato, Vice Chairman

Name/Status

Name/Status

Mark O'Donnell, Treasurer

James Mangan, Township Manager

Name/Status

Name/Status

CREDIT REFERENCES

Gaitens, Tucceri & Nicholas, P.C.

Lennon, Smith, Souleret, Inc.

Company Name

Company Name

519 Court Place, Pittsburgh, PA 15219

846 Fourth Ave, Coraopolis, PA 15108

Address

Address

412-391-6920 - Michele Cromer

412-264-4400 - Kevin Brett

Phone/Fax/Email/Contact

Phone/Fax/Email/Contact

Company Name

Company Name

Address

Address

Phone/Fax/Email/Contact

Phone/Fax/Email/Contact

BANK REFERENCE

Huntington Bank

McDonald

01100118008

Bank

Branch Office

Account No.



TERMS AND CONDITIONS

1. **PAYMENT TERMS AND INTEREST.** Payment terms are net 30 days. Any invoice not paid in full within 30 days of the date thereof shall accrue interest on the unpaid balance of 1.5% per month.

2. **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES.** Applicant acknowledges and agrees that Lindy Paving Inc ("Creditor") DISCLAIM ANY AND ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Applicant further agrees that its only remedy against Creditor for product that allegedly does not conform to Applicant's specifications shall be replacement of such non-conforming product, and Applicant agrees that Creditor shall not have liability for Applicant's incidental or consequential damages.

3. **LIQUIDATED DAMAGES FOR COLLECTION.** In the event Creditor refers collection of sums due to an attorney, Applicant agrees to pay by way of liquidated damages, and not as a penalty, a sum equal to 20% of all amounts collected as Creditor's reasonable counsel fees.

4. **DELIVERY/INVOICING/WRITTEN NOTICE OF DISPUTES.** Carbon copies of material tickets are provided at the time material is picked up or delivered. If we are not notified in writing within 45 days of invoice date that there is a dispute or discrepancy, delivery and acceptance of product is conclusively presumed. Copies of delivery tickets can be provided from our archives for a \$2.00 per ticket charge.

I HAVE SUBMITTED THE ABOVE INFORMATION FOR THE RELIANCE OF CREDITOR IN DECIDING WHETHER TO EXTEND CREDIT. I ACKNOWLEDGE THAT I AM AWARE OF, HAVE READ, AND AGREE TO BE BOUND BY THE ABOVE CREDIT TERMS AND CONDITIONS.



Title: Assistant Township Manager / Director, Budget & Finance

Credit approved by:

(Date)

EXHIBIT 'B'

SURETY AGREEMENT

- BETWEEN -

TOWNSHIP OF NORTH FAYETTE

- AND -

LINDY PAVING, INC.



PERSONAL GUARANTY (SURETY AGREEMENT)

IN CONSIDERATION OF Lindy Paving Inc ("Creditor") granting credit, changing existing credit terms, or continuing credit terms that would otherwise be terminated for the account of North Fayette Township - 400 North Branch Road, Oakdale, PA 15071

(Company Name and Address)

("Customer"), we (I) jointly and severally unconditionally guarantee the due performance of all of the Customer's present and future agreements, contracts or purchases with Creditor, including any renewal, continuation, modification, supplement or amendment thereof and for the payment of any and all of Customer's debts to Creditor. Liability under this guaranty is absolute, and shall not be affected by or contingent upon: (A) preservation or enforcement of rights against any other person or entity or in any property, (B) promptness in and/or notification of rights, (C) agreements to change payment arrangements, subordination, compromise, or release of Customer or other guarantors, (D) the sale, assignment or transfer of collateral, without advertisement or notice.

This guaranty is continuing and shall be effective and binding on the undersigned and shall apply to future as well as present transactions until Creditor actually receives written notice of termination from the undersigned by certified mail. Any such termination shall only apply to transactions incurring thereafter. Any liability as to indebtedness or an obligation existing prior to termination whether or not goods or services have yet been delivered, or as to renewal, extension or modification of liabilities existing prior to termination, shall continue.

Nothing shall discharge or satisfy the liability of the undersigned hereon except the full payment and performance of all Customer obligations to Creditor with interest. The undersigned's obligations under guaranty are primary, independent obligations. Creditor is not required to exhaust or pursue remedies against the Customer prior to enforcing this guaranty, and if Creditor demands that one or more of the undersigned pay it under this guaranty, the undersigned each waive the right of subrogation against the Customer.

Death or legal incapacity of any of the undersigned shall not affect the liability hereunder of any other of the undersigned. This guaranty shall not be affected by any change in the business form or status of the Customer whether caused by death, the admission of a new owner, partner, joint venturer, or by the withdrawal of any owner, partner, joint venturer, merger, assumption of liabilities, purchases of assets, reorganization, or dissolution.

If any of the Customer's obligations to Creditor is not duly performed, including the prompt payment when due of any amount, all such liabilities to Creditor shall be due and payable forthwith at Creditor's option for the purpose of this guaranty and the undersigned hereunder shall pay to Creditor on demand the amount due, plus attorney's fees equal to 20% of the balance due (as liquidated damages and not as a penalty).

This Guaranty cannot be changed or terminated orally, shall be interpreted according to the laws of the Commonwealth of Pennsylvania, shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned and shall inure to the benefit of Creditor, its successors and assigns.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND HEREBY, we (I) have hereunto set my (our) hand and seal this 14th day of May, 2024.

Name of Guarantor - Mark O'Donnell

400 North Branch Road, Oakdale, PA 15071
Address

Witness signature

Name of Guarantor - James Mangan

400 North Branch Road, Oakdale, PA 15071
Address

Witness signature

Name of Guarantor - Andrew Hartwell

400 North Branch Road, Oakdale, PA 15071
Address

Witness signature



INVOICE DELIVERY PREFERENCE

ATTENTION: ACCOUNTS PAYABLE DEPARTMENT

We now have the ability to E-MAIL or FAX invoices and statements to all of our customers. Please let us know your preference for receiving invoices and statements.

Your accounts receivable contact is Jennifer Neely. Jennifer will help you with any questions you may have with this new process.

Thank you for your cooperation and assistance with this matter.

Phone 1-412-205-1520

E-Mail address: jennifer.neely@lindypaving.com

Company Name: North Fayette Township

Address: 400 North Branch Road, Oakdale, PA 15071

Accounts Payable Contact: Carol Stenzel

Accounts Payable Phone#: 724-693-3114

Accounts Payable Fax #: 724-693-3114

Accounts Payable Email: billing@northfayettepa.gov

PLEASE INDICATE THE PREFERRED METHOD TO RECEIVE INVOICES AND STATEMENTS:

E-MAIL : X

FAX: _____