



**TOWNSHIP OF NORTH FAYETTE
RESOLUTION NO. 37-24**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF NORTH FAYETTE, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SHIV HOSPITALITY, LLC, REGARDING THE PAYMENT OF COSTS RELATED TO SIDEWALK CONSTRUCTION.

WHEREAS, the Township of North Fayette (hereinafter "Township"), is a Municipal Corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Township has constructed a sidewalk on Park Lane Drive along the frontage of the Property (hereinafter "Property") located at 1000 Park Lane Drive, Pittsburgh, PA 15275 (Allegheny County Parcel ID No.: 498-L-260); and

WHEREAS, SHIV Hospitality, LLC (hereinafter "Property Owner"), is the owner of or has a legal or equitable interest in the Property; and

WHEREAS, per §2401.(c)(3) of the Second Class Township Code (Act No. 69 of 1933), and per §21-104.1.B of the municipal code, the expense of the construction of the sidewalks shall be paid by the abutting property owner; and

WHEREAS, the Property Owner has been assessed by the Township for the sidewalk construction cost in the amount of \$22,201.77; and

WHEREAS, the Property Owner has requested to pay the assessment over a period of twelve (12) months; and

WHEREAS, the Board of Supervisors (hereinafter "Board") finds it to be in the public interest to enter into a payment agreement (Attached as "Exhibit A") with the Property Owner for payment of the assessed sidewalk construction costs.

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 Township Treasurer and the Township Manager are authorized to execute the attached Payment Agreement ("Exhibit A") with SHIV Hospitality, LLC.

SECTION 2. The Payment Plan is for payment of the assessment for sidewalk construction cost, in the total amount of \$22,201.77, to be paid in monthly installments over

a period of twelve (12) months beginning on May 1, 2024.

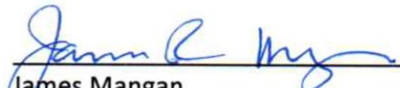
SECTION 3. All prior resolutions are hereby repealed in whole or in part to the extent inconsistent herewith.

SECTION 4. This Resolution shall take effect immediately.

AND NOW, this 9th day of April 2024, upon motion duly made and seconded, the foregoing **RESOLUTION** is hereby adopted.


ATTEST:

**TOWNSHIP OF NORTH FAYETTE
BOARD OF SUPERVISORS**


James Mangan
Township Manager


James Morosetti, Chairman


Robert Doddato, Vice Chairman


Mark O'Donnell, Treasurer

APPROVED AS TO FORM:


Michele Cromer, Esquire
Township Solicitor

EXHIBIT 'A'

PAYMENT AGREEMENT

- BETWEEN -

TOWNSHIP OF NORTH FAYETTE

- AND -

SHIV HOSPITALITY, LLC

PAYMENT AGREEMENT FOR SIDEWALK CONSTRUCTION COST

This Payment Agreement (“Agreement”) is made on _____ by and between the TOWNSHIP OF NORTH FAYETTE, a Township of the Second Class and political subdivision duly organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter “Township”), with its principal place of business at 400 North Branch Road, Oakdale, PA 15071;

- And -

SHIV HOSPITALITY, LLC
1101 Tall Trees Drive
Pittsburgh, PA 15241-3532

By signing this Agreement, you understand and agree to the following:

1. You, SHIV Hospitality, LLC, are the owner of or have a legal or equitable interest in the property located at 1000 Park Lane Dr., Pittsburgh, PA 15275, identified as Tax Parcel ID No. 498-L-260 (the “Property”).
2. You have been assessed a portion of construction costs associated with the installation of a sidewalk along the street frontage of the Property in the final amount of **\$22,201.77**. **Important: By signing this Agreement, you agree that this amount is owed at the time this Agreement is signed and that you are waiving your right to dispute this amount in the future.**
3. The Township has agreed to allow you to make payments towards this balance under this Payment Agreement in lieu of filing a lien against the Property.
4. You agree to pay, and the Township agrees to accept in full satisfaction of the Assessment for Sidewalk Construction Cost, a total of **\$22,201.77**, to be paid in monthly installments over a period of twelve (12) months, as follows:
 - a. Monthly payment of **\$1,851.15**, each due before the 1st of the month until the full and final balance has been paid.

Your final payment may be lower than your regular monthly payment. YOU MUST CONTACT US TO OBTAIN YOUR FINAL PAYMENT AMOUNT.

- b. Not including any additional late fees which may be applied, it is estimated that your payment schedule will be:

<u>Due Date:</u>	<u>Amount Due:</u>
May 1, 2024	\$1,851.15
June 1, 2024	\$1,851.15
July 1, 2024	\$1,851.15

August 1, 2024	\$1,851.15
September 1, 2024	\$1,851.15
November 1, 2024	\$1,851.15
December 1, 2024	\$1,851.15
January 1, 2025	\$1,851.15
February 1, 2025	\$1,851.15
March 1, 2025	\$1,851.15
April 1, 2025	\$1,851.15
May 1, 2025	\$1,839.12

5. There shall be no installment fees or accumulation of interest associated with entering into this Payment Agreement on the understanding that all monthly payments will be made on time. In the event that you fail to make a payment on time, a late fee will be assessed on top of that monthly payment. For every day past due, a late fee in the amount of \$25.00 will be applied.
6. Application of Payments. Payments made under this Agreement shall be applied pursuant to the requirements of applicable Township Ordinances and the Regulations and Policies of the Township's Department of Budget & Finance in effect at the time the payments are received.
7. Default.
 - a. Failure to Make Monthly Payments. As noted above, your payments under this Agreement are due on the 1st of each month. If you fail to make a monthly payment within ten (10) days of the original due date, the Township of North Fayette may declare you to be in default of this Agreement by mailing you a written Notice of Default.
8. Consequences of Default. If the Township of North Fayette declares you to be in default of this Agreement, the Agreement is automatically terminated, and the following provisions will apply:
 - a. You will be required to pay in full, the total remaining balance amount, plus any interest, costs, and penalties permitted by law associated with these Assessed Sidewalk Construction Costs.
 - b. You will be required to pay any interest, penalties, attorney's fees, lien charges, and eligible expenses that would have become due during the course of this Agreement but were initially tolled under this Agreement. Additional charges resulting from a default may also be incurred. All interest, penalties, attorney's fees, costs, and eligible expenses shall accrue as provided by applicable State law, Township Ordinances, Regulations, and applicable Policies.
 - c. **You do not have a right to a second payment agreement.** If you default

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on the first agreement, any additional agreements may be granted at the discretion of the Township of North Fayette. Any future agreement you enter into for these costs may have stricter terms, such as a larger down payment and/or a shorter repayment schedule.

- d. The Township may take additional legal action against you to collect the Assessed Sidewalk Construction Costs, including the filing of municipal liens in accordance with applicable State law, Township Ordinances, Regulations, and applicable Policies.

9. Payments. All payments shall be submitted to the Municipality by U.S. Mail and addressed as follows:

To NORTH FAYETTE: Township of North Fayette
ATTN: Assistant Township Manager
400 North Branch Road
Oakdale, PA 15071

10. Notices: Whenever a notice shall be required pursuant to this Agreement, it shall be sent by certified mail, return receipt requested to the appropriate party at the address herein specified, or to such other addresses as shall be provided in writing to all parties hereto:

To NORTH FAYETTE: Township of North Fayette
ATTN: Assistant Township Manager
400 North Branch Road
Oakdale, PA 15071

To SHIV HOSPITALITY, LLC: SHIV Hospitality, LLC
1101 Tall Trees Drive
Pittsburgh, PA 15241-3532

11. Integration. This Agreement contains all the terms that you and the Township have agreed to regarding the Assessed Sidewalk Construction Costs owed on the Property. Any changes to this Agreement need to be made in writing and signed by you and the Township's representative. This Agreement constitutes the entire Agreement and supersedes all other prior agreements and understandings, both written and oral, between you and the Township of North Fayette.

12. Jurisdiction. This Agreement is governed by the Laws of the Commonwealth of Pennsylvania. Exclusive jurisdiction for any alleged breach of this Agreement shall be the Court of Common Pleas of Allegheny County.

13. Severability. Except as otherwise provided in this Agreement, in case any one (1)

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or more of the provisions contained in this Agreement found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.


This Agreement is an attempt to collect a debt, and any information obtained will be used for that purpose.

By signing below, you agree to the terms of this Payment Agreement.

ATTEST:

TOWNSHIP OF NORTH FAYETTE


James Mangan
Township Manager/Secretary


Mark O'Donnell
Township Treasurer

PROPERTY OWNERSHIP

Witness

SHIV Hospitality, LLC

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ACKNOWLEDGMENT OF SHIV HOSPITALITY, LLC

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, known (or satisfactorily proven) to me to be the _____, of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Witness my hand and notarial seal this _____ day of _____, 2024.

My commission expires the _____ day of _____, 20____.

Notary Public

ACKNOWLEDGMENT OF TOWNSHIP

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the _____ day of _____, 2024, before me, the undersigned officer, personally appeared **Mark O'Donnell, Township Treasurer**, known (or satisfactorily proven) to me to be the person whose name is subscribed to the within instrument, who stated he has full authority to execute same on behalf of the Township of North Fayette and that he executed the same for the purposes therein contained.

Witness my hand and notarial seal this _____ day of _____, 2024.

My commission expires the _____ day of _____, 20____.

Notary Public

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