

OFFICIAL

TOWNSHIP OF JACKSON
ORDINANCE NO. 23-02

AN ORDINANCE ASSESSING THE COST OF THE TARA/WHITNEY DRIVES IMPROVEMENT PROJECT AGAINST ABUTTING PROPERTY OWNERS OF THE IMPROVEMENTS, ESTABLISHING A FORMULA TO CALCULATE THE AMOUNT OF ASSESSMENT, AND PROVIDING FOR PAYMENT OF THE ASSESSMENT BY INSTALLMENT.

WHEREAS, the Township constructed street improvements to public streets in the Township named Tara Drive and Whitney Drive, including the reconstruction and repair of said streets; and

WHEREAS, the Township incurred construction costs in the amount of \$182,587.45 in making said street improvements; and

WHEREAS, Section 2315 of the Pennsylvania Second Class Township Code, 53 P.S. §67315, authorizes the Township to assess the costs of the street improvements to the owners of abutting real estate on the public streets on a foot-front basis; and

WHEREAS, the assessment to be imposed upon an abutting real estate owner shall not be greater than fifteen percent (15%) of the assessed valuation of the assessed property; and

WHEREAS, given the fifteen percent (15%) limitation, the assessable construction cost for the street improvements is \$110,737.15; and

WHEREAS, the Township will assess the abutting property owners of said assessable construction cost by dividing the property owner's total front footage in linear feet for the road by the total linear feet of the road.

NOW, THEREFORE, the Board of Supervisors of the Township of Jackson hereby ordains and enacts as follows, incorporating the above recitals by reference:

Section 1. The Jackson Township Board of Supervisors hereby assesses the abutting property owners along Tara Drive and Whitney Drive with the assessable construction costs in the amount of \$128,868.47 for the Tara/Whitney Drive Improvement Project.

Section 2. The properties hereby assessed are depicted in the drawing attached hereto and incorporated herein as Exhibit "A".

Section 3. The Township hereby declares the following assessments are hereby imposed on the properties assessed as follows:

Butler County Parcel ID No.	Current Owner	Amount of Assessment
180-4F102-6MF-0000	Cory R. Fox Inc.	\$ 807.00
180-4F102-6M-0000	Community Development Corporation of Butler County	\$ 175.50
180-4F102-6MB-0000	Deaktor-Sysco Food Services, Inc.	\$ 79,192.40
180-4F102-6MA-0000	MILLER IV, LLC	\$ 8,029.50
180-4F102-6ME-0000	Jackson Realty Associates	\$ 20,879.75
180-4F102-6A-0000	Richard Shields	\$ 1,653.00

Section 4. All assessments for improvements will be filed and collected by the Township Treasurer pursuant to Section 3302(a) of the Pennsylvania Second Class Township Code, 53 P.S. §68302(a).

Section 5. Pursuant to Section 3033 of the Pennsylvania Second Class Township Code, as amended, 53 P.S. §68303, the Township hereby authorizes any owners of the properties assessed to pay the assessments in installments according to the terms and conditions of the Installment Payment Agreement attached hereto and incorporated herein as Exhibit “B.” Any property owner electing to pay the assessment amount in installments must execute with the Township the Installment Payment Agreement incorporated herein as Exhibit “B.”

Section 6. The Township Board of Supervisors further authorizes the Township Manager to execute any Installment Payment Agreements arising from this Ordinance on behalf of the Township and for the Township Solicitor to modify or revise the form Installment Payment Agreement attached hereto as Exhibit “B” as may be necessary to carry out the purpose of this Ordinance.

Section 7. The assessments imposed by this Ordinance shall be due by June 30, 2024 unless an Installment Payment Agreement has been executed for that property.

Section 8. This Ordinance shall take effect immediately.

ORDAINED and **ENACTED** this 20th day of July, 2023, by the Board of Supervisors of the Township of Frazer in lawful session duly assembled.

ATTEST:

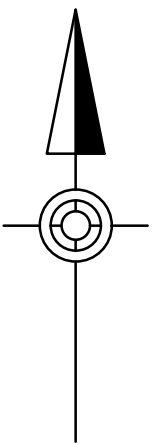

Chris Rearick
Township Manager/Secretary
(SEAL)

TOWNSHIP OF JACKSON

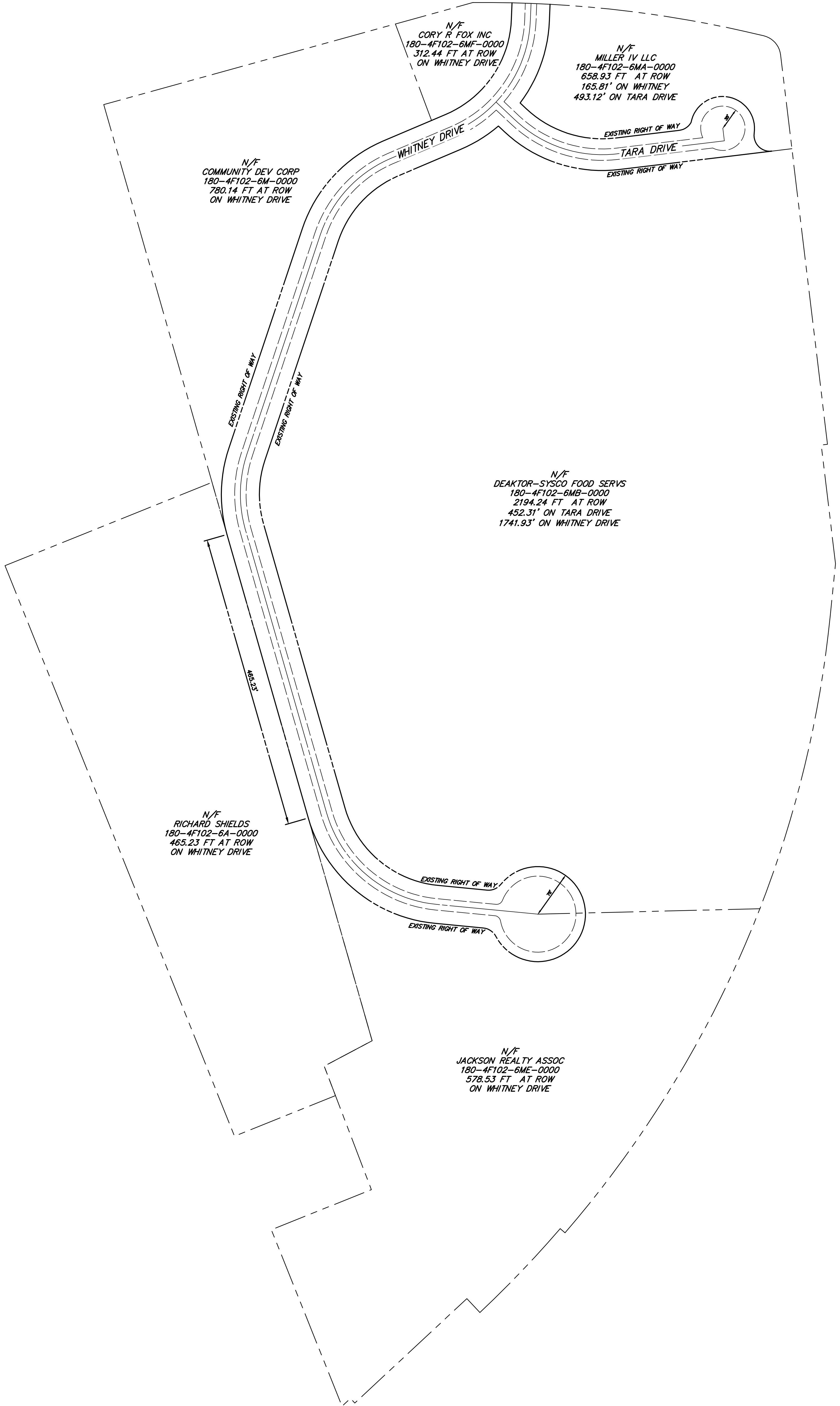
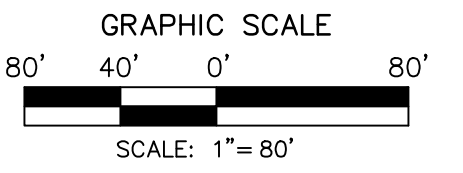
By: 
Jay Grinnell
Chairman, Board of Supervisors



Exhibit "A"
Assessed Properties



HERBERT ROWLAND & GRUBIC, INC.
 220 WEST SUITE 100
 GRANBERRY TOWNSHIP, PA 16066
 724.779.4777 | hrg-inc.com



**RIGHT OF WAY FRONTAGE
 FOR
 TAX PARCELS ALONG WHITNEY & TARA DRIVES**

**BEING TAX PARCELS
 180-4F102-6MF, 180-4F102-6MA, 180-4F102-6MB
 180-4F102-6M, 106-4F102-6ME & 180-4F102-6A**

JACKSON TOWNSHIP, BUTLER COUNTY PA

PROFESSIONAL SEAL:

HRG PROJECT NUMBER: 07/13/2023
 PLAN DATE: AS SHOWN
 DRAWING SCALE: BENJAMIN GILBERTI
 PROJ. MANAGER: BENJAMIN GILBERTI

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		

SHEET TITLE:

SHEET: 1 OF 1

Exhibit "B"
Installment Payment Agreement

**TARA/WHITNEY DRIVE
STREET IMPROVEMENT ASSESSMENT
INSTALLMENT PAYMENT AGREEMENT**

THIS INSTALLMENT PAYMENT AGREEMENT (the "Agreement") is made this _____ day of _____, 2023,

BY AND BETWEEN

THE TOWNSHIP OF JACKSON (the "Township") a Second Class Township and political subdivision of the Commonwealth of Pennsylvania situated in Butler County, with its principal office located at 140 Magill Road, Zelienople, PA 16063, by and through the Board of Supervisors of the Township,

AND

[NAME OF PROPERTY OWNER], a **[FORM OF CORPORATION OR ORGANIZATION]** with its principal office located at _____, its agents, successors and assigns (hereinafter referred to as the "Property Owner").

RECITALS:

WHEREAS, Property Owner is the owner of approximately ____ acres of property located on _____ in the Township, currently designated as Butler County Tax Parcel Identification No. _____ (hereinafter referred to as the "Property"); and

WHEREAS, under Township Ordinance No. _____, the Property was assessed \$ _____ (hereinafter the "Assessment Amount") for the street improvements constructed on Tara Drive and/or Whitney Drive abutting the Property; and

WHEREAS, Property Owner desires to enter into this Agreement to pay the Assessment Amount over semi-annual (twice a year) installments; and

WHEREAS, the Township through Township Ordinance No. _____ has authorized Property Owners to pay the Assessment Amount in installments subject to the following terms and conditions as set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows, incorporating the above recitals by reference:

1. Property Owner shall pay the balance of the Assessment Amount plus interest at the rate of six percent (6%) per annum, to be paid in semi-annual (twice a year) installments over a five (5) year period. The first installment shall be made thirty (30) days after the date of this Agreement,

and subsequent payments shall be made every one hundred and eighty-three (183) days thereafter until the Assessment Amount plus all accrued interest is paid in full.

2. In accordance with Section 3302(a) of the Pennsylvania Second Class Township Code, 53 P.S. §68302(a), the installment amounts will be billed via mail by the Township Treasurer and the Township Treasurer will give thirty (30) days' notice, mailed to the Property, that the installment is due and payable.

3. Property Owner may prepay, in whole or in part, without penalty, the principal balance with interest then due under this Agreement.

4. If any assessment installment remains unpaid ninety (90) days after the due date, it shall be turned over to the Township Solicitor for collection by means of an action in assumpsit for recovery or a municipal lien filed against the Property for the amount of the unpaid assessment, plus interest established by the Township from the date the assessment was due.

5. No extension, change, modification or amendment to or of this Agreement of any kind shall or will be made or claimed by the Township or Property Owner, and no notice of any extension, change, modification or amendment made or claimed by the parties hereto shall have any force or effect whatsoever, except that the same shall be signed in writing on the Agreement or attached hereto and be endorsed by the parties hereto.

6. Time is of the essence regarding the performance of any duty, obligation or condition of this Agreement.

7. Failure of the Township or Property Owner to insist in any one or more instances upon strict performance of any of the obligations of this Agreement, or to exercise any option provided under the terms of this Agreement, shall not be construed as a waiver or relinquishment for the future, and all rights and obligations of the parties shall continue and remain in full force and effect. The receipt by the Township of payment, or the receipt of partial payment or any other amount due under the terms of this Agreement, with knowledge of the breach of any right or obligation under this Agreement shall not be deemed a waiver of such breach. No waiver shall be deemed to have been made by either the Township or Property Owner unless such waiver is made expressly in writing and signed by the party to be bound by the waiver.

8. For purposes of this Agreement, the Property Owner and the Township may be collectively referred to as the "parties" and individually as "party".

9. This Agreement constitutes the entire agreement of the parties and cannot be amended unless agreed to in writing executed by both parties.

10. This Agreement shall terminate upon the complete and full payment of the Assessment Amount plus all accrued interest.

11. This Agreement shall inure to the benefit of and shall be binding upon the heirs, administrators, successors and assigns of the parties hereto. Provided, however, this Agreement

shall not be assigned by the Property Owner without the prior written consent of the Township. Any Township-approved assignment of this Agreement by the Property Owner shall require the assignee to agree in writing to accept all of the Property Owner's obligations hereunder.

12. All of the terms, conditions, limitations and covenants contained in this Agreement shall attach to and run with the Property and any portion of the Property subdivided or consolidated therefrom during the term of this Agreement.

13. Prior to the execution of any Sales Agreement involving the Property and/or other agreement transferring ownership interests in the Property, the Property Owner shall (a) inform any and all potential purchasers of the Property that this Agreement exists and (b) provide said potential purchaser(s) with a true and correct copy of this Agreement.

14. This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania without regard to its principals regarding conflicts of law.

15. This Agreement may be executed in any number of counterparts. Each counterpart when executed and delivered shall be deemed to be an original, and such counterparts collectively shall constitute one and the same instrument. Executed counterparts may be provided by the parties in the form of scanned PDF/electronic documents, and execution in this manner shall be deemed to be execution in the original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have signed this Agreement the day and year first above written.

ATTEST:

PROPERTY OWNER:

[NAME OF PROPERTY OWNER]

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

TOWNSHIP OF JACKSON

By: _____
Christopher J. Rearick
Township Manager