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THE BOROUGH OF BRENTWOOD
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Office 412-884-1500 - FAX 412-884-1911
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**BOROUGH OF BRENTWOOD
AGENDA**

**February 27, 2017 - REGULAR COUNCIL MEETING
7:30 PM**

As part of Brentwood's continuing efforts to promote a Transparent Government as well as environmentally friendly initiatives, copies of the Reports, Bills, Resolutions and Ordinances will be provided on the Borough Web Site. www.brentwoodboro.com - As always, a description of the Agenda Items will be provided via the Council Fact Sheet.

Note: Minutes will be provided on the web site once they are officially approved.

Executive Session: 6:30 PM

- 1. Call to Order.**
- 2. Pledge of Allegiance.**
- 3. Roll Call.**
- 4. Comments on Agenda Action Items Only. Please limit remarks to three minutes.**
- 5. Communications.**
- 6. President's Report – Mr. John Frombach**
- 7. Mayor's Report – Mr. Dennis Troy**
 - a. Mayor Proclamation Declaring the Week of March 5, 2017 as Multiple Sclerosis Awareness**

Week

- b. Mayor Proclamation Committing the Borough to Plant a Tree in Memory of Peter J. Niederberger This Earth Day

8. Administrative and Finance Committee – Mr. Harold Smith

9. Public Works Committee – Mr. AJ Doyle

10. Zoning and Ordinance Committee – Ms. Stephanie Fox

11. Parks and Recreation Committee – Mr. Rich Schubert

- a. Consider Adopting Resolution No. 2017-19, Revisions to Facility Rental Policy [ACTION ITEM]

Mr. President, I move to adopt Resolution No. 2017-19, amending the Brentwood Borough Facility Rental Policy.

- b. Consider contracting with Metro Fence Comapny for fence repair on Kaiser Field in the amount of \$2880.00 to be paid from the Capital Improvement Fund Line Item 18-454-700 (ACTION ITEM)

Mr. President, I move the Borough accept the proposal from Metro Fence Company for the fence repair on Kaiser Field in the amount of \$2,880.00 to be paid from the Capital Improvement Fund Line Item 18-454-700.

- c. Consider Resolution No. 2017-20; Agreement with Brentwood School District to Fund Brentwood Day Camp. [ACTION ITEM]

Mr. President, I move to adopt Resolution No. 2017-20, entering into an Agreement with the Brentwood School District to contribute funding to the Brentwood Borough School District for a Summer Day Camp program in an amount not to exceed \$15,000 and to Authorize the Borough Manager to make any minor revisions that may be required following the School District's review.

- d. Consider repairs around Field 3 to prevent additional erosion of the hillside, flooding of the dugout and team area and to provide proper drainage to the hillside, dugouts and team areas. [DISCUSSION]

12. Public Safety Committee – Mr. Pat Carnevale

- a. Consider entering into a contract with Crime Watch Technologies. [DISCUSSION]

- b. Considering approving the Memo of Understanding between the Borough of Brentwood and Teamsters Local No. 205 representing the Brentwood Police Department Employees [ACTION ITEM]

Mr. President, I move the Borough approve the Memo of Understanding between the Borough of Brentwood and Teamsters Local No. 205 representing the Brentwood Police Department Employees.

13. Community Affairs Committee – Dr. Robert Pasquantonio

14. Special Committees

15. Old Business

- a. Consider adopting Resolution No. 2017-21; Entering into an Agreement for the Sale of Real Estate [ACTION ITEM]

Mr. President, I move to adopt Resolution No. 2017-21, authoring the Borough to enter into an agreement with Green Development Trust #7003735 for the purchase of real property at 3735 Brownsville Road.

- b. Consider approving the agreement with Skelly & Loy Engineering-Environmental Consultants for a Phase I Environmental Site Assessment to be paid from the Capital Improvement Fund Line Item 18-409-313 Engineer & Architectural Services in the amount Not-To-Exceed \$2,000.00. [ACTION ITEM]

Mr. President, I move to approve the agreement with Skelly & Loy Engineering and Environmental Consultants for a Phase I Environmental Site Assessment for property located at 3735 Brownsville Road in the not-to-exceed amount of \$2,000.00 to be paid from Capital Improvement Fund Line Item 18-409-313 Engineer & Architectural Services.

- c. Consider approving the work authorization from The Gateway Engineers for the completion of a preliminary geotechnical investigation at 3735 Brownsville Road at a not-to-exceed cost of \$7,000 to be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services. [ACTION ITEM]

Mr. President, I move to approve the work authorization from The Gateway Engineers for the completion of a preliminary geotechnical investigation at 3735 Brownsville Road at a not-to-exceed cost of \$7,000 to be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services.

- d. Consider approving the work authorization from HHSDR Engineers and Architects associated with Architectural/Engineering Services to prepare plans and cost estimates to construct a new Municipal Building at 3735 Brownsville Road at a not-to-exceed cost of \$14,900 to be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services. [ACTION ITEM]

Mr. President, I move to approve the work authorization from HHSDR Engineers & Architects to prepare plans and cost estimates for construction of a new Municipal Building at 3735 Brownsville Road at a not-to-exceed cost of \$14,900 to be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services contingent upon there being no issues with the Phase I ESA and Geotechnical Investigation.

- e. Consider authorizing Valbridge Property Advisors to prepare an Appraisal of Real Estate for property located at 3735 Brownsville Road at a not-to-exceed cost of \$1,500.00 to be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services [ACTION ITEM]

Mr. President I move the Borough authorize Valbridge Property Advisors to prepare an Appraisal of Real Estate for property located at 3735 Brownsville Road at a not-to-exceed cost of \$1,500.00 to be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services.

16. New Business

17. Public Comment

18. Adjournment

The Brentwood Borough Council meets every month on the Third Monday at 7:30 p.m. and Fourth Monday at 7:30 p.m., unless otherwise noted. Thank you for taking the time to attend today's meeting. We look forward to seeing you at future meetings.

Agendas, Department Reports, and some associated documents for Borough Council items may be viewed online at <http://www.brentwoodboro.com>.

All public records relating to an open session item on this agenda that are not exempt from disclosure pursuant to the Pennsylvania Open Records Act will be available for public inspection at on the Borough's web site at <http://www.brentwoodboro.com> at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the site or distributed in advance of the Council meeting may not be the final documents approved by the Borough Council. Final documents will be made available online following adoption by the Brentwood Borough Council.

To request an accommodation or alternative format under the Americans with Disabilities Act for Borough-sponsored meetings, events or printed materials, please call (412) 884-1500 as soon as possible, but at least three business days before the meeting.

Occasionally, Borough Council may consider agenda items out of order.

BOROUGH OF BRENTWOOD COMMUNITY VISION STATEMENT

The Borough of Brentwood is a unified, family-oriented community with a strong commitment to civic pride and traditions. While preserving these standards, ideals and traditions, the community shall strive to provide a high quality of life for all, a superior educational system and residential areas with a more suburban character. The community shall support established businesses while encouraging future economic development and effective local government, all within a safe and clean environment.

PUBLIC PARTICIPATION GUIDELINES

The Borough of Brentwood welcomes Public Participation during their Council Meetings. They ask however to please follow the Council Rules & Procedures when addressing Council.

14-14. Public participation; enforcement of decorum.

- A. The Borough shall provide those in attendance a reasonable opportunity to address the Council on any agenda item or any matter of concern, official action, or deliberation which may come before council. This privilege shall occur during the part of the agenda entitled "Public Privilege of the Floor."
- B. Speakers must stand. Speakers are requested to give their name, address and organization, if any. Speakers must be recognized by the Chairman. During the first segment of the meeting designated "Public Comment on Agenda Items," speakers may speak only once and will be advised by the Borough Manager when three (3) minutes have expired. Speakers are requested to conclude their remarks at that time. During this segment speakers are only to comment on specific items on the agenda.
- C. The first segment will end no later than 30-minutes after commencement in order to allow the borough business to begin in a timely and reasonable manner. Further questions or statements can be carried over to the second segment.
- D. During the second segment of the meeting designated "Public Comment on Non-Agenda Items" speakers may speak only once and are requested to limit their remarks to three (3) minutes. Speakers will be advised by the Borough Manager when three (3) minutes have expired. Speakers are requested to conclude their remarks at that time.
- E. In the case of a non-agenda item, citizens are requested, but not required, to present the matter to a member of the Council or Borough Manager in an attempt to resolve the matter beforehand.
- F. When a group of persons wishes to address the Council on the same subject matter, it shall be proper for the Chairman to request that a spokesperson be chosen by the group to address the Council and to limit the number of persons addressing the Council on the same matter so as to avoid unnecessary repetition.
- G. If the Chairman determines that there is not sufficient time at the meeting, the comment period may be deferred to the next regular meeting or special meeting occurring in advance of the next meeting.
- H. All remarks shall be addressed to the Council as a body and not to any member thereof. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. Interested parties or their representatives may address the Council by written communications. Written communications shall be delivered to the Secretary or his or her designee.
- I. Each "public comment period" segments are intended to afford citizens an opportunity to (express opinions) and to bring important matters to the attention of the Borough Council. Although they may, nothing herein shall require the President of Council or the Council to answer questions or engage in debate at any Borough Council meeting.



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 7.a.

SUBJECT: Mayor Proclamation Declaring the Week of March 5, 2017 as Multiple Sclerosis Awareness Week

DATE: February 27, 2017

**PRESENTED BY: MR. DENNIS TROY
MAYOR**

ATTACHMENTS:

Description

MS Proclamation

Upload Date

2/18/2017

Type

Cover Memo



THE BOROUGH OF BRENTWOOD

OFFICE OF THE MAYOR

DENNIS H. TROY

3624 BROWNSVILLE ROAD

BRENTWOOD, PENNSYLVANIA 15227-3199

Phone: (412) 884-1500 Ext. 130

E-mail: dtroy@brentwoodboro.com



MS AWARENESS WEEK

Borough of Brentwood

Allegheny County, Commonwealth of Pennsylvania

WHEREAS, multiple sclerosis (MS) is a neurological disease of the central nervous system, affecting 2.3 million people worldwide; and

WHEREAS, the National Multiple Sclerosis Society – Pennsylvania Keystone Chapter reports that in our state more than 23,000 people are living with MS, and that the disease generally strikes people in the prime of life, between ages 20 through 50, and the cause and course of the often debilitating symptoms of MS remain unknown and no cure currently exists; and

WHEREAS, the National Multiple Sclerosis Society has been committed for more than 70 years to a world free of MS, heightening public knowledge about and insight into the disease; and

WHEREAS, since 1946 the National Multiple Sclerosis Society has been a driving force of MS research, relentlessly pursuing prevention, treatments and a cure, and has invested more than \$900 million in groundbreaking research; and

WHEREAS, Funds raised through the National Multiple Sclerosis Society fuel \$42.1 million funding 380 research projects at the best medical centers, universities and other institutions throughout the U.S. and abroad, leading to many breakthroughs in the treatment of MS; and

WHEREAS, stopping MS in its tracks, restoring what has been lost, and ending MS forever is the mission of the National Multiple Sclerosis Society and one that all Americans and Pennsylvanians, should support; and

WHEREAS, the Borough of Brentwood, Commonwealth of Pennsylvania recognizes the importance of finding the cause and cure of MS and expresses its appreciation for the dedication that the National Multiple Sclerosis Society – Pennsylvania Keystone Chapter has shown toward creating a world free of MS;

NOW, THEREFORE I, Dennis H. Troy, Mayor of Brentwood Borough, by virtue of the authority vested in me by the Constitution and the laws of the great state of Pennsylvania, do hereby proclaim **March 5-11, 2017, as MS Awareness Week**, and do commend this observance to all of our citizens. I encourage all Pennsylvanians to learn more about multiple sclerosis and what they can do to support individuals with MS and their families.

**Dennis H. Troy, Mayor
Brentwood Borough, Pennsylvania**



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 7.b.

SUBJECT: Mayor Proclamation Committing the Borough to Plant a Tree in Memory of Peter J. Niederberger This Earth Day

DATE: February 27, 2017

**PRESENTED BY: MR. DENNIS TROY
MAYOR**

ATTACHMENTS:

Description

Proclamation of Peter John Neiderberger

Upload Date

2/18/2017

Type

Cover Memo

In Memory of Peter John Niederberger

BOROUGH OF BRENTWOOD

ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA

WHEREAS, Al Niederberger has been working on an effort to have a tree planted in his brother's honor, Peter John Neiderberger, in Brentwood Park next to the Brentwood Library; and

WHEREAS, Peter lived in Regent Square, but traveled the world, promoting professionally the values and best practices of environmentalism; and

WHEREAS, his career reflected his values as an environmentalist, he began working for the State Department of Environmental Protection, reviewing applications for landfills; and

WHEREAS, the issues of pollution and managing waste were very important to him; and

WHEREAS, Peter later worked for several private consulting groups; and

WHEREAS, Peter has traveled extensively, promoting strong stewardship of the environment in countries such as Siberia, Bulgaria, Iraq, Bangladesh, Armenia, and China; and

WHEREAS, he was "genuinely invested" in the communities where he made his home away from home; and;

NOW THEREFORE, on this day, February 10, 2017, I Dennis H. Troy, Mayor of Brentwood Borough, by virtue of the authority vested in me as **MAYOR of BRENTWOOD BOROUGH**, do hereby tender this Commitment to plant a tree on Earth Day, April 22, 2017 in Memory of Peter John Niederberger within Brentwood Park next to the Brentwood Library.

***Dennis H. Troy, Mayor
Brentwood Borough, Pennsylvania***



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 11.a.
ACTION ITEM

SUBJECT: Consider Adopting Resolution No. 2017-19, Revisions to Facility Rental Policy
[ACTION ITEM]

DATE: February 27, 2017

PRESENTED BY: MR. JAMES ATTANUCCI
PARKS & RECREATION DIRECTOR

SUMMARY:

This item is associated with the existing "BOROUGH FACILITY RENTAL POLICY". Changes will provide a cleared understanding of the policy for users of Borough Facilities specifically to the facility lighting times. Refer to the attached "DRAFT REDLINED" Document of the changes as well as those summarized below.

Revisions include the following:

§ 155-2 Definitions.

Borough Not-for-Profit Organization is defined as any group or organization that pertains to the Borough of Brentwood citizen's affairs- and must be a duly registered 501(c)(3). The group must be comprised of 51% or more Brentwood residents and has a primary address in Brentwood. (To qualify, a listing of the group's members with residency, and a ~~non-profit certificate~~ 501(c)(3) determination letter must be provided.

The current definition of "nonprofit" is ambiguous. This change clarifies that a nonprofit refers to a federally registered, charitable tax exempt organization.

§ 155-6 Borough Swimming Pool

A. Hours of operation.

The Brentwood Borough Swimming Pool is typically opened from Memorial Day until Labor Day unless otherwise indicated and approved by the Borough Council. The Borough Swimming Pool shall be open during regularly scheduled hours, and no unauthorized swimming shall be permitted after such regularly scheduled hours, and entry upon the pool premises when it is not open for public use without a valid permit shall be unlawful. The typical normal pool hours shall be as follows:

Daily 11:00 am* to 8:00 pm
July 4th CLOSED

Adult Swim: 11:00 am* to 12:00 pm
Open to All Ages: 12:00 pm to 8:00 pm
Guard Safety Swim: 3:00 pm to 3:15 pm

Staff proposed an update to ensure that operation of the pool does not interfere with the busy July 4th holiday. Hours will be reduced for this date only. All other operating times are proposed to remain the same. Due to extremely low attendance figures, Council authorized the closure of the facility for this date.

D. Compliance with rules and regulations.

In addition to those relevant rules and regulations listed in Section 155-3 General Rules and Regulations, ALL persons using the Brentwood Borough Swimming Pool shall comply with all rules as may be determined by the Borough Manager as well as those posted rules and regulations established by the Borough Council and Pool Management Company for the use of the swimming pool and facilities, and failure to comply with such rules and regulations, in addition to the penalties hereinafter provided, may subject the person violating them to loss of privilege to use the pool, and no refund of any admission paid will be required. Patrons must review these rules carefully and should report any violations to a staff member immediately. Pool personnel can be called upon to address any concerns regarding the nature of the rules or enforcement practices. The below list of general rules and regulations are not all encompassing:

1. Pool passes must be presented and scanned upon entry to the pool.
2. Appropriate attire must be worn both by patrons in the pool and on the deck. Patrons with religious concerns regarding modesty may wear garments that provide full-body coverage provided that they are clean and that they do not pose a swimming hazard.
3. No running or horseplay is permitted in or around the pool.
4. No refunds will be given due to inclement weather.
5. The decision of the lifeguard is FINAL.
6. Deep water test: 2 minute water tread --- 50 yard front crawl (2 laps).
7. Absolutely NO alcoholic beverages are permitted.
8. Persons who appear to be under the influence of alcohol or narcotics will be denied admission.
9. The use of profanity is prohibited.
10. Candy, food or beverages are not allowed except in designated areas provided for eating and drinking. Chewing gum is not permitted in the facility at any time.
11. Glass containers are prohibited.
12. Smoking is strictly prohibited.
13. Littering is strictly prohibited.
14. Flotation devices (water wings), snorkels, and masks are not permitted unless used as part of an organized class or activity. These devices must contain the U.S. Coast Guard seal of approval.
15. Toys, balls, and other items shall only be permitted in the Pool Area at the discretion of the lifeguards.
16. The use of sunscreen is encouraged.
17. Patrons who leave the pool area are required to shower before reentering the water.
18. Persons with open cuts, open sores, or bandages are not permitted in the pool. Report any injuries to a lifeguard immediately.
19. It is prohibited to engage any on-duty lifeguard in unnecessary conversation.
20. Spitting, spouting, or nose-blowing in the pool is strictly prohibited
21. Children under the age of 7 must be accompanied by a parent or other responsible person at all times, including

while on deck or in the restroom. This parent or guardian must be dressed in appropriate swim attire (no street clothes). While in the water, the parent or responsible person must remain within arm's reach of the child; this stipulation is also applicable to the kiddie pool.

22. Children who are not toilet-trained are only allowed in the pool area if they wear a swimsuit diaper or plastic pants. Cloth or disposable diapers are not acceptable garments.
23. The Borough shall not be responsible for items that are lost or stolen.
24. Emergency procedures must be observed. Swimmers must leave the pool area immediately upon the signal of the Pool Manager. A patron may be verbally warned for the first offense; the patron will be asked to leave the pool facility if a second offense occurs.

The facility rental document currently references the pool regulations. Although these rules are posted both at the site and online, they are not currently included in this form.

A. Park Lighting Guidelines

Park Lighting for the Courts and Fields is at the Borough's discretion. Absence of a Use Permit, the following park lighting guidelines will be utilized by the Borough to establish consistency for the public.

Dek Hockey Rink, Tennis Court, Basketball Court, and Field 2 (Attanucci Field)

Spring Hours - April 1 to Memorial Day

- **Sundays thru Thursdays – Dusk until 10:00 PM**
- **Fridays and Saturdays – Dusk until 11:30 PM**

Summer Hours - June 1 to Labor Day

- **Sundays thru Saturdays – Dusk until 11:30 PM**

Fall Hours – Labor Day to Thanksgiving Day

- **Sundays thru Thursdays – Dusk until 10:00 PM**
- **Fridays and Saturdays – Dusk until 11:30 PM**

Winter Hours – Thanksgiving Day to March 31st

- **Sundays thru Saturdays – By Permit Only (Lighting will only be provided with a Permit).**

Track Lighting

Spring, Summer, and Fall Hours - April 1 to Thanksgiving Day

- **Sundays thru Saturdays – Dusk until 11:30 PM**

Winter Hours – Day After Thanksgiving Day to March 31

- **Sundays thru Saturdays – Dusk until 9:00 PM**

Football Field Lighting

- **By Permit Only**

The Borough does not presently have a formal policy to govern hours of operation for outdoor facilities. In order to conserve energy and reduce electricity expenditures, the above referenced schedule has been proposed.

§ 155-11 Stadium

- A. Stadium:** Use Permit is required for any organized group of ~~five (5)~~ ten (10) or more.

§ 155-12 Dek Hockey Rink

- A. Dek Hockey Rink:** Use Permit is required for any organized group of ~~two (2)~~ five (5) or more.

The two changes above provide more realistic definitions of what constitutes an "organized" event. The prior definition could technically have precluded pick-up games or practice by local youths by setting an extremely low use threshold. The new definition will help to better control use by sporting leagues.

BUDGET IMPACT:

Reduction in electricity costs due to reduction in hours that field lighting will be operated.

RECOMMENDATION:

Adopt Resolution No. 2017-19 as presented.

PROS:

- Information is presented in a manner that will be easier for facility users to understand.
- Removes ambiguity pertaining to certain rules.
- Will lead to decrease in electricity costs.

CONS:

None

ATTACHMENTS:

Description

Park Lighting Summary

Upload Date

2/20/2017

Type

Cover Memo

02-27-17 Redlined Resolution No. 2017-19 Amendments to Facility Rental Policy

2/24/2017

Cover Memo

02-27-17 Resolution No. 2017-19 Amendments to Facility Rental Policy_FINAL

2/24/2017

Cover Memo

The recommended Facility Lighting Guidelines are based on my experience with organized sports in the park and my observation of the use of facilities as Park and Recreation Director. The school calendar and permit seasons were given careful consideration when determining these times. The lighting guidelines provide sustainable practices by reducing energy consumption in the park while providing ample playing time on each facility.

Please keep in mind the recommendations are for lighting guidelines for **non-permit** use. Lighting hours for permit use will be granted as requested during normal park hours providing the request meets the provisions in the Facility Rental Policy.

These guidelines will allow the public to know what to expect when using Brentwood facilities.

Guidelines as opposed to a strict policy will allow the lights to be turned on or off due to extreme inclement or favorable weather and when unusual situations occur. An example of an unusual situation would be, during a special event in the park, all facility lights may be turned on during that event to showcase the park. Another example would be some lights could be turned off during Dive in Movies at the pool.

The guidelines could be included in the Facility Rental Policy, displayed on the park bulletin board, displayed at each facility and published in the In Brentwood Community Magazine.

The biggest change for the ballfield, tennis court, and basketball court would be during the non-playing months of the winter.

The dek hockey rink and stadium field have their own unique situations pertaining to light usage.

When the dek hockey rink was built one of the intentions was for it to be a revenue generator for the Borough. Although often used it has only attracted an occasional rental.

If the dek hockey rink lights are on every night it eliminates the possibility of anyone paying the rental fee for night use. The Facility Rental Policy currently reads organized groups of two or more need a permit. Why have the lights on which encourages people to use it yet restrict its use. The facility rental policy may need revised.

When the stadium field was renovated the restrictions for its use were based on the preservation of the field and not on who may be using it.

Restricting non-permit use of the stadium field after dark encourages permit use, may increase revenue, prevents others from circumventing the Facility Rental Policy, prevents walkers and joggers from being interfered with and reduces or eliminates activity under poor lighting conditions.

This may significantly increase ease of police department enforcement on this matter.

A quick inquiry to Bethel Park discovered they turn their facility lights off from November to April. Peters Township does not turn their lights on for public use. The lights are only for organized play.

Some communities have installed relay switches that allow the public to turn the lights on and in some cases off during the hours the light timer is activated. If the light timer is activated from 7:00 pm to 11:30 pm and the lights are not on by permit use the lights may be activated by users by simply pushing the relay button. This will turn the lights on for a predetermined period of time. Most facilities use one hour. If additional time is needed the user can activate another hour by pushing the button before the lights go out. Many facilities use a beacon (strobe light) to alert the user they have ten minutes to push the button to activate the lights for an additional hour.



BOROUGH OF BRENTWOOD

RESOLUTION NO. 2016 ~~7-21-19~~

“BOROUGH FACILITY RENTAL POLICY”

A RESOLUTION OF THE BRENTWOOD BOROUGH, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING A POLICY ESTABLISHING A BOROUGH FACILITY RENTAL POLICY AND PROCEDURES.

WHEREAS, Borough of Brentwood (hereinafter “Municipality”) Council realizes the importance of public locations; and

WHEREAS, the general purpose of this Policy is to establish rules and regulations governing the use of the Brentwood Borough Facilities including but not limited to: Borough Building, Civic Center, Community Room, Ball Fields, Basketball Court, Dek Hockey Rink, Stadium Field, Swimming Pool, Tennis Court, and Track; and

WHEREAS, it is necessary to establish policies and procedures to ensure the effective operations and usage of such facilities; and

WHEREAS, it is necessary to allocate the limited and finite resources of the various Borough facilities and to give a preference to in terms of rental fees, and in some instances, exclusive use, to Brentwood Residents, instead of Non-Residents; and

WHEREAS, the Council has reviewed and discussed this proposed Facility Rental Policy and determined it to be a necessity; and

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ENACTED by Brentwood Borough, County of Allegheny, Commonwealth of Pennsylvania, the following policy is hereby adopted and made applicable to those Borough facilities identified herein.

CHAPTER 155

Parks and Recreation Facility Rental Policy

§ 155-1 Purpose and Objective.

The Borough Council of the Borough of Brentwood, following due investigation, deems it appropriate to establish rules and regulations governing the use of the Brentwood Borough Facilities including but not limited to: Borough Building, Civic Center, Community Room, Ball Fields, Basketball Court, Dek Hockey Rink, Stadium Field, Swimming Pool, Tennis Court, Track; and the Brentwood Borough Park in order to provide for the health, safety and welfare of recreational users of those facilities.

Comment [JA1]: Need Resolution Number

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§ 155-2 **Definitions.**

- A. *Borough Not-for-Profit Organization* is defined as any group or organization that pertains to the Borough of Brentwood citizen's affairs, ~~and must be a duly registered 501(c)(3).~~ The group must be comprised of 51% or more Brentwood residents and has a primary address in Brentwood. (To qualify, a listing of the group's members with residency, and a ~~non-profit certificate~~ 501(c)(3) determination letter must be provided.
- B. *Borough Organization* is defined as any group organization or team that pertains to the Borough of Brentwood citizen's affairs. The group or team must be comprised of 51% or more Brentwood residents and has a primary address in Brentwood. (To qualify, a listing of the group's/organization's members with residency must be provided.)
- C. *Borough Resident* is defined as an individual that has a permanent address located in the Borough of Brentwood.
- D. *Recognized Borough Organization* is defined as any group that complies with Borough Not-for-Profit Organization and Borough Organization guidelines (stated above) and **completes the following steps:**
1. On a seasonal basis, organizations attend a field user meeting for their respective season and keep on file with Brentwood Borough the following information:
 - a. President, Vice President, Executive Director and a contact person for general registration including name, title, address, home and work numbers and email addresses
 - b. A copy of the organization's bylaws, a statement of the organization's philosophy, goals, age range, and skill levels the organization is offering (these are needed only once, or as changes are made in the program or requested by the Borough)
 2. The organization is required annually to provide \$1 million in general liability insurance listing Brentwood Borough as additional insured. A copy of this policy or certificate of insurance must be on file with Brentwood Borough.
 3. On a seasonal basis, the organization must present to the Borough a Roster Form with each participant's name, age, address and respective sport at the time they submit their permit application, along with a signed and notarized affidavit stating that the information is true and accurate. This is required to confirm Borough Organization Status (see section 155-2 of Borough Facility Rental Policy). (NOTE: The Borough will NOT retain this information other than the affidavit.)
 4. Annually, it is required that organizations and teams conduct background checks in compliance with Pennsylvania Act 153 of 2014 and subsequent changes on all volunteer and paid coaches 14 years or older within their association and present to Brentwood Borough copies of all such clearances, along with a notarized affidavit stating the information is true and correct and that all coaches within their association meet their clearance requirements. Note: The Borough will not retain this information other than the affidavits.

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5. Organizations are encouraged to demonstrate willingness to cooperate with Brentwood Borough and with each other when and if scheduling issues arise.
 6. Failure to follow these guidelines may result in revocation or suspension of recognized status.
- E. *Seasons*:
- a. Spring/Summer : April 1- July 31
 - b. Fall: August 1- November 30
 - c. Winter: December 1 – March 31
- F. *Permit Effective Date* is defined as the time frame that a permit is effective to use for the designated field or recreation area. The dates can overlap no more than 10 days.
- G. *Rent/Deposit Exemption*. Recognized Borough Organizations and/or Governmental agencies (Federal, State, County, School District) whose focus is to benefit the local community shall be exempt from having to pay the rent and deposit specified herein for all Borough Facilities identified in this policy, but such renters shall otherwise be required to comply with all the other terms and conditions of this policy.
- H. *Private/Function* is defined as any group function not open to the public that does not charge any type of fee or admission for the event. The individual responsible for the reservation and rental resides in Brentwood. Proof of residency is required.
- I. *Non-Resident* is defined as any group or individual who does not have a permanent address located in the Borough of Brentwood.
- J. *Personal Care Assistant (PCA)* , commonly known as **caregiver, personal care attendant, patient care assistant, personal support worker** and **home care aide** is a paid, employed person who helps persons who are disabled or chronically ill with their activities of daily living (ADLs) whether within or outside the home. They assist clients with personal, physical mobility and therapeutic care needs, usually as per care plans established by a rehabilitation health practitioner, social worker or other health care professional. Proof of certification is required.

§ 155-3 General Rules and Regulations.

The Borough of Brentwood Facilities listed in this policy will only be available for use when regularly scheduled activities are not in session. The facilities will be scheduled on a first come basis for single reservations unless otherwise indicated.

The following rules and regulations shall apply to but not limited to the Brentwood Borough: Borough Building, Civic Center, Community Room, Ball Fields, Basketball Court, Dek Hockey Rink, Stadium Field, Swimming Pool, Tennis Court, Track and other facilities:

- A. **POSITIVELY NO ALCOHOLIC BEVERAGES or SMOKING is PERMITTED ON BOROUGH PROPERTIES.** Without first obtaining a Borough Alcohol Permit for the Civic Center. All alcoholic beverages and alcoholic beverage containers are prohibited otherwise.

Editor's Note: See also Ch. 70, Alcoholic Beverages.

- B. Type of event such as birthday parties, wedding receptions, showers, special dinners, etc. must be clearly stated on the application.
- C. Security Deposit. A \$150.00 security deposit is required for all parties when renting/using the Borough Building, Civic Center, Community Room, or Dek Hockey Rink, or Swimming Pool. Money will be withheld for circumstances such as, but not limited to, damages to windows, bathroom fixtures, walls, ceiling tiles, appliances, lights, soiled carpeting, or excessive uncleanliness. Costs for these items are based upon a \$25.00 per hour per staff member for labor cost plus materials. A security deposit is required from all individuals or groups.

The security deposit payment will be deposited once the rental has been confirmed. Once the completed Security Deposit Refund Form and facility key(s), when applicable, are turned in to the Administrative Office the security deposit will be refunded to the renter less any cleaning fees, damage to equipment or facilities or additional rental time beyond the original contracted agreement. The Security Deposit Request Form is to be turned in the first business day after the rental. Security deposits will not be processed or refunded without the form. Security deposit refunds are returned by mail within 4-6 weeks following the event and after an inspection of the facility. The refund will be in the form of a check.

- D. Cleaning Responsibility. All renters must leave the facility in an orderly, clean, and undamaged condition by the end of the rental session. All renters shall comply in all respects with the Rental Clean Up policy described herein below. Any renter (and their references) whose deposit is forfeited for one or more policy violations shall be permanently barred from future rentals.
- E. The use of profanity is prohibited.
- F. Glass containers are prohibited.
- G. Animals are prohibited, with the exception of service dogs.
Editor's Note: See also Ch. 76, Animals.
- H. Smoking is prohibited.
- I. Riding of Bicycles in the park is prohibited.
- J. Riding of Skateboards in the park is prohibited.
- K. Use of the park and the Borough facilities and its equipment shall be at the users' own risk.
- L. Damage to or destruction of Borough facility or park property or equipment is prohibited and restitution may be required as a result.
- M. Littering is prohibited.
Editor's Note: See also Ch. 129, Littering.
- N. When there is a rate change, the former rate shall apply for anyone who has paid a deposit before the date of the rate change.
- O. Children under the age of 13 must be accompanied by an adult.

- P. Must be at least 25 years old with proper identification (PA License or Passport) to rent a Borough facility.
- Q. No Parking in the Brentwood Public Library parking lot.
- R. All fire regulations for the Borough Building, Civic Center, Community Room, and must be observed including the following:
1. Keeping exits clear at all times.
 2. No smoke machines are permitted due to the sensitivity of the smoke alarm systems.
 3. No smoking.
 4. Room capacity/maximum occupancies.
 5. A person shall not use or allow to be used any open flame, burning candle or candles.
 6. Open flames are strictly prohibited with the exception of birthday candles. Borough staff shall be made aware of any candles prior to the event.
- S. Report damages or abnormal conditions to the Police Department prior to your usage.
- T. Persons using the Civic Center, Community Room, or Borough Building are responsible for:
1. Obtaining and returning keys to Admin Office (\$5.00 key deposit is required).
 2. Securing and removing trash after function. (Garbage Bags will be provided).
 3. Providing their own cleaning supplies to disinfect tables, surfaces, sinks, and chairs.
 4. Leaving the facility in a clean and orderly fashion for the next renter.
 5. Properly operating any equipment, and using it for intended purpose only.
 6. Shutting off all lights (including restrooms) and securing facility when leaving.
 7. All cars being parked in parking lot. (Cars should never be parked in the Library Parking lot for any of these facility rentals.)
- U. Rentals must be paid in full no later than 10-days prior to the event. Rentals must be paid-in-full prior to picking up the key. The key must be picked up by Friday at 3 p.m. if the event is held Saturday, Sunday or Monday. Earlier rental payment and key pickup will be accepted.
- V. Full Refunds will be issued for reservations canceled no later than ten (10) days prior to the scheduled date. Cancellations made less than ten (10) days prior to the event will forfeit the security deposit and full payment.
- W. All organizations and teams requesting a rental may be required to provide proof of liability insurance, in the amount of \$1 million dollars, naming the Borough of Brentwood as "Additional Insured" for the event(s).
- X. Events requiring major setup (lighting, displays, etc.) should be submitted at least one month prior to the anticipated event. A detailed description of the special event activity and setup should be included with the Facility Rental Form. Additional fees may be assessed at the rate of \$25.00 per hour per staff member.
- Y. No decorations shall be displayed using tape, tacks, etc. Non-damaging "putty" etc. shall be permitted. Any desired decorations will be approved by the event staff or Recreation Director at least one week prior to the event.

- Z. Prior to and, should they so desire, after the event, the renter will accompany an authorized Borough Employee in a brief inspection of the facility. At this time any damage to the facility will be assessed. If necessary, a full or partial retention of the renter's security deposit may be applied.
- AA. Teenage functions shall be governed by the following regulations:
- One off-duty Brentwood Borough police officer, provided at the renter's expense, shall be present at all times during the function and until the building is cleared. However, this requirement may be waived at the discretion of the Borough Manager.
 - A responsible person (25 years of age or older) shall be required to sign the Liability Agreement guarantee against damage to the building for each group of 50 or fewer teenagers.
 - A responsible person (25 years of age or older) is required for each group of 10 teenagers to act as chaperone. Such person's name, address, and phone number shall be required prior to the event. All chaperones must remain on-site for the duration of the event.
- BB. The Borough reserves the right to require that security be provided at the renter's expense.
- CC. The Borough reserves the right to cancel any event in which untrue information was given and/or if the event is thought to be detrimental to the health, safety and welfare of the citizens or to the integrity of the facilities and/or contrary to the rules and regulations governing the use of the facilities.
- DD. All activities taking place in any of the Borough Facilities shall be done in accordance with the Brentwood Borough ordinance relating to noise.
Editor's Note: See also Ch. 145, Noise.
- EE. The renter, or designated representative who has reached the age of 25, must be present during the entire rental time.
- FF. Renters are only permitted to use the areas designated on the written contract or Application for the event shown. All children shall be supervised at all times and remain with the user group. Minors must remain in the rented facility room and shall not be allowed to roam unsupervised throughout the facility.
- GG. Renters are responsible for the complete setup of the tables and chairs. Chairs are to be taken down and placed on the chair racks. Tables are to be cleaned and left up for inspection. Failure to do so may result in forfeiture of deposit equal to \$25.00 per hour per staff member.
- HH. Renter must limit the number of guests to the amount specified on the contract or application under estimated attendance. The number of guests includes anyone included in the party such as speakers, guests, and attendees. Attendance numbers larger than that stated on the application contract may result in the event being terminated early if the Fire Chief determines that the number of guests exceeds the maximum allowed occupancy of the facility.
- II. The Borough of Brentwood shall not be responsible for items left by guests, workers, or representatives of the rental event.

JJ. Failure to adhere to any of the terms and conditions of this policy may result in immediate cancellation of the existing agreement, forfeiture of the security deposit, and restriction from the future use of other Borough facilities.

KK. Forfeiture of Deposit - Violation of Policy. Automatic forfeiture of the deposit will occur under the following conditions:

- Any building door is left unsecured (unlocked).
- Smoking in the building.
- Evidence or presence of alcoholic beverages in the building or premises. With the exception of the Civic Center with an approved alcohol permit.
- Setting off fire alarms without probable cause to believe that the facility is on fire (setting off false alarm is illegal and criminal charges may be filed).
- Disturbance of the peace.
- Damage to the facility itself, equipment, furnishings, or decorations including damage from the attachment of banners, posters, streamers, signs, etc. which are beyond normal wear and tear.
- Excess trash left in the building.
- Cleanup procedures not followed.
- Required summoning of the police department due to activities of the participants.
- Failure to clean.

LL. Cleaning Policy/Procedures

1. Please leave chairs stacked on the chair racks and tables left up for inspection.
2. Sweep, mop, and leave the floors clean and ready for the next people that will be using the building. Mop with clean, clear, water only. Brooms and mops shall be provided.
3. Clean oven, stove, refrigerator and kitchen (if used).
4. Check restrooms and leave them clean and turn off lights.
5. Check the thermostat as you leave. In the summer, leave on 80 degrees. In the winter, leave on 60 degrees. If it is very cold, leave on 70 degrees.
6. Carry all bagged and tied trash and place in the dumpster next to the Borough Salt Dome. Check for and clean up any loose trash around the buildings.
7. Make sure all outside doors are locked. Failure to lock all doors may result in forfeiture of deposit and a possible additional fee.
8. Leave the building as you wish to find it if you were going to use it after yourself.

MM. After applicant has reviewed and fully understands this information, please complete application for usage.

NN. Facility Rental Forms can be submitted by one of the following methods:

1. Drop off: *Facility Rental Request Forms* can be submitted at the Brentwood Borough Municipal Building, Monday through Friday, 8:00 a.m. to 3:00 p.m. Forms must be fully completed and submitted with security deposit.
2. Mail: Completed *Facility Rental Request Forms* including security deposit (check) may be mailed to:

Brentwood Borough
Attn: Parks & Recreation Director
Facility Rentals
3624 Brownsville Road
Pittsburgh, PA 15227

OO. Renters must have their Facility Contract and the Facility Rental Policy with them at the facility during the renter's use of the facility.

PP. In the event that problems may arise with the scheduling of the building, all administrative decisions shall be final.

QQ. In the event of an emergency Renter shall call 9-1-1. Inform them that you are at the Brentwood Civic Center.....

RR. In the event of a Non-Emergency issue you can contact Jim Attanucci at 412-969-7535 or Robert Mackewich at 412-996-4747.

All persons using public recreation and park areas of the Borough of Brentwood shall comply with all posted rules and regulations established by the Council of the Borough of Brentwood, for the use of such facilities, and failure to comply with such rules and regulations, in addition to the penalties hereinafter provided, may subject the person violating them to loss of the privilege to use such facilities, and no refund of any admission or security deposit paid shall be required.

§ 155-4 Borough Non-For-Profit Organizations

Borough Organizations who meet the criteria as defined in §155-2 shall be exempt from having to pay the rent and deposit specified herein for all facilities identified within this policy, but such renters shall otherwise be required to comply with all the other terms and conditions of this policy including the following special provisions:

- A. Organization Meetings. Shall be permitted to conduct their monthly organization meetings without being charged a fee. Meetings will be limited to the Community Room, Civic Center or Borough Municipal Building. If more than one rental per month is needed then all additional rentals shall be in accordance with the Borough Resident rate for the Civic Center, Community Room and Municipal Building.
- B. Group Events. Shall be permitted to conduct Organization Fundraising, Registrations, Photos, Uniform Distribution, and other similar organizational activities in any of the Borough Facilities without fees.
- C. Reserving Facility Rooms. Reoccurring monthly meeting dates may be reserved at one time. Events and/or fundraising activities may be planned up to a year in advance of the scheduled date.

§ 155-5 Policy and Procedure for Fields and Recreation Area Permits

A “Policy and Procedure for Field and Recreation Area Permits” is attached to this Borough Facility Rental Policy as Exhibit “A” and is specifically incorporated by reference herein.

§ 155-6 Borough Swimming Pool

A. Hours of operation.

The Brentwood Borough Swimming Pool is typically opened from Memorial Day until Labor Day unless otherwise indicated and approved by the Borough Council. The Borough Swimming Pool shall be open during regularly scheduled hours, and no unauthorized swimming shall be permitted after such regularly scheduled hours, and entry upon the pool premises when it is not open for public use without a valid permit shall be unlawful. The typical normal pool hours shall be as follows:

Sunday & Holidays*: 11:00 am* to 8:00 pm ~~July 4th 1:00 pm to 6:00 pm~~

~~*Closed on July 4th.~~

Weekdays: 11:00 am* to 8:00 pm

Adult Swim: 11:00 am* to 12:00 pm

Open to All Ages: 12:00 pm to 8:00 pm

Guard Safety Swim: 3:00 pm to 3:15 pm

Pool Hours while Brentwood School District is in session:

Weekdays: All Ages	3:30 pm to 8:00 pm
Weekends: Adult Swim	11:00 am* to 12:00 pm
All Ages	12:00 pm to 8:00 pm

*Adult Swim occurs daily from 11:00 am to 12:00 pm. No one under the age of 18 shall be permitted entry to the pool

All pool hours are subject to change depending on weather, special events, and attendance. During inclement weather, all changes in pool hours and/or closing times will be posted at the pool.

B. Fees

The fees for Borough Swimming season passes, daily rates, pool party rates and any other associated fees associated with the Brentwood Borough Swimming Pool shall be set forth and established in the Brentwood Borough Fee Resolution.

Daily Pool Fees associated with Personal Care Assistants who are performing their duties for a paid resident shall be waived.

Comment [JA2]: Modified pool hours due to the 4th of July parade and the difficulty of gaining access to the pool.

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Family passes are valid for up to two (2) adults and three (3) children that reside within a single household. Verification of residency may be required. Up to Four (4) guests are permitted per Family per day.

Each holder of a Children & Teen's annual pass may accompany one (1) guest. Each holder of Adult or Senior Annual Pass may accompany up to four (4) guests.

*Residents purchasing single day passes are **NOT** permitted to sponsor a guest.

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No refunds shall be given for inclement weather or anything that may cause the pool to be closed.

C. Pool Party Rentals

The Brentwood Borough Swimming Pool may be rented after the pool's normal hours or as approved by Brentwood Borough Council. This will result in the following times: Rental fees include 1 hour for pool clean up and shutting down.

Sunday & Holidays: 8:00 pm to 10:00 pm

Weekdays: 8:00 pm to 10:00 pm

No refunds shall be given for inclement weather that may cause the pool to be closed unless notice is given 30-minutes prior to the start of the scheduled rental by the renter.

D. Compliance with rules and regulations.

In addition to those relevant rules and regulations listed in Section 155-3 General Rules and Regulations, ~~ALL~~ persons using the Brentwood Borough Swimming Pool shall comply with all rules as may be determined by the Borough Manager as well as those posted rules and regulations established by the Borough Council and Pool Management Company for the use of the swimming pool and facilities, and failure to comply with such rules and regulations, in addition to the penalties hereinafter provided, may subject the person violating them to loss of privilege to use the pool, and no refund of any admission paid will be required. Patrons must review these rules carefully and should report any violations to a staff member immediately. Pool personnel can be called upon to address any concerns regarding the nature of the rules or enforcement practices. The below list of general rules and regulations are not all encompassing:

- Brentwood Pool is for Brentwood residents and their guests.
- Photo I.D. may be required.
- Guest must be accompanied by a season pass holder.
- Guests must pay daily admission.
- One guest may be admitted when accompanied by a 17u season pass holder.
- Up to four guests may be admitted when accompanied by an adult season pass holder.
- No one under the age of 18 will be permitted inside the pool gates during the adult swim.
- Pool passes must be presented and scanned upon entry to the pool.

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- Wristbands will be used for all daily admissions.
- No refunds will be given due to inclement weather.
- Acceptable swim attire must be worn both by patrons in the pool and on the deck. Patrons with religious concerns regarding modesty may wear garments that provide full-body coverage provided that they are clean and that they do not interfere with their safety in the water.
- No running or horseplay is permitted in or around the pool.
- Absolutely no alcoholic beverages are permitted.
- Persons who appear to be under the influence of alcohol or narcotics will be denied admission.
- The use of profanity is prohibited.
- Candy, food, chewing gum or beverages are not permitted inside the pool gates.
- Glass containers are prohibited.
- Smoking is strictly prohibited.
- Littering is strictly prohibited.
- Use of all floatation devices are at the discretion of the lifeguards.
- Toys, beach balls, and other items shall only be permitted in the Pool Area at the discretion of the pool personnel. No hard balls allowed.
- The use of sunscreen is encouraged.
- Patrons who leave the pool area are required to shower before reentering the water.
- Persons with open cuts, open sores, bandages or communicable disease are not permitted in the pool. Report any injuries to a lifeguard immediately.
- No one should engage any on-duty lifeguard in unnecessary conversation.
- Spitting, spouting, or nose-blowing in the pool is strictly prohibited.
- Children under the age of 7 must be accompanied by a parent or other responsible person at all times, including while on deck or in the restroom. This parent or guardian must be dressed in appropriate swim attire (no street clothes). While in the water, the parent or responsible person must remain within arm's reach of the child; this stipulation is also applicable to the kiddie pool.
- Children who are not toilet-trained are only allowed in the pool area if they wear a swimsuit diaper or plastic pants. Cloth or disposable diapers are not acceptable garments.
- The Borough shall not be responsible for items that are lost, stolen, or left at the pool.
- Emergency procedures must be observed. Swimmers must leave the pool area immediately upon the signal of the Pool Manager.
- A patron may be verbally warned for the first offense; the patron will be asked to leave the pool facility if a second offense occurs.
- The decision of the pool personnel is final.

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§ 155-7 **Borough Park and Fields**

A. **Hours of Operation**

The Borough Park is open from 7:00 am and closes at 11:30 pm, Sunday through Saturday.

B. **Park Lighting Guidelines**

Park Lighting for the Courts and Fields are at the Borough's discretion. Absense of a Use Permit, the following park lighting guidelines will be utilized by the Borough to establish consistency for the public.

Dek Hockey Rink, Tennis Court, Basketball Court, and Field 2 (Attanucci Field)

Spring Hours - April 1 to Memorial Day

- Sundays thru Thursdays – Dusk until 10:00 PM
- Fridays and Saturdays – Dusk until 11:30 PM

Summer Hours - June 1 to Labor Day

- Sundays thru Saturdays – Dusk until 11:30 PM

Fall Hours – Labor Day to Thanksgiving Day

- Sundays thru Thursdays – Dusk until 10:00 PM
- Fridays and Saturdays – Dusk until 11:30 PM

Winter Hours – Thanksgiving Day to March 31st

- Sundays thru Saturdays – By Permit Only (Lighting will only be provided with a Permit).

Track Lighting

Spring, Summer, and Fall Hours - April 1 to Thanksgiving Day

- Sundays thru Saturdays – Dusk until 11:30 PM

Winter Hours – Day After Thanksgiving Day to March 31

- Sundays thru Saturdays – Dusk until 9:00 PM

Football Field Lighting

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~~B.C.~~ Permitted Uses

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The Brentwood Borough Park is a family friendly community park located in the heart of Brentwood. It is available for use throughout the year to residents. The park includes Ballfields, Basketball Courts, Dek Hockey, Football/Soccer Field, Playground, Swimming Pool, Tennis Court, Track and Bathroom Facilities. The park is enjoyed by the many youth sports organizations for Baseball, Softball, Football, and Soccer In addition, it is used for Summer Day Camp, Picnics, Walking, and various activities.

~~C.D.~~ Speed limit on park property.

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After posting of appropriate signs at the entrances to the municipal park on Park Drive in the Borough of Brentwood indicating the speed limit, no person shall operate any vehicle, whether motor-driven or not, at a speed in excess of 5 miles per hour on the Borough park property.

~~D.E.~~ Fees

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The fees for the use of the ball fields and the pavilions will be set forth and established in the Brentwood Borough Fee Resolution

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E.F. Basketball/Tennis Courts

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Brentwood Park has both a tennis court and basketball court that are available to Borough residents. There are no fees associated with the use of these facilities. Use is based on a first come/first serve basis by the residents. However, any organized event requiring the use of the tennis court or basketball court shall first obtain a Use Permit from the Borough.

F.G. Concession Stands

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The various concession stands located throughout the park are only available for use through a separate concession stand rental agreement made with the Borough of Brentwood.

§ 155-8 Civic Center

A. Hours of Operation

Facility may be rented between the hours of 8:00 am 11:00 pm **Sunday through Saturday.**

The premises to be vacated and locked by: 11:30 pm.

B. Permitted Uses

The Brentwood Borough Civic Center located in the Brentwood Borough Park, Park Drive, Brentwood, PA is available for use throughout the year to residents for private functions. Facilities include activity rooms, kitchen, and bathroom facilities. Also available is a fenced deck overlooking the Brentwood Borough Swimming Pool.

Room Size: 57 feet X 37 feet

Capacity: 100 persons (Max.)

Equipment: Tables and chairs are available. The Permittee is responsible for any additional tables and chairs that may be needed.

Typically there are:
20 6ft. rectangular tables, 4 5ft. round tables, 100 folding chairs

Stage: 8 ft X 25 ft

Kitchen: Koch double door refrigerator
2 industrial toastmaster stoves with ovens.
One stove has a 2 foot by 2 foot
Griddle and 2 burners and the other has 6 burners.
One ice making machine. Plus two double bowl sinks.

Social activities.

Anniversary
Birthday Parties
Graduation
Showers
Retirement
Other—To be approved by Borough.

C. Fees

Rentals are granted in 1-hour increments, with a minimum of 2 hours for private functions and 1 hour for business, unless otherwise specified. An individual's residency status at the time of completing a Facility Rental Request Form will determine the rental fee that is assessed. Fees include 30 minutes setup and 15 minute teardown. If additional time is required for preparation of the event, the renter will be charged at the applicable hourly rate. Additional fees may be applied based on the nature of the rental. See Additional Fees and Request. The fees for the use of the Civic Center will be set forth and established in the Brentwood Borough Fee Resolution.

D. Additional Rental Fees and Special Requests

- Rentals requiring additional Borough Staff will be assessed at the rate of \$25.00 per hour per staff member.
- All entertainment (DJ, Performers, Music, etc.) must be approved by the Borough Manager prior to the event.
- Alcohol is only permitted in the Civic Center with an alcohol permit.
- The permit holder is responsible for picking up the key at the Administrative Office Monday through Friday 8:00 am to 3:00 pm. Key(s) may be picked up one day prior to the rental, for Sunday rentals keys may be picked up on Friday. A \$5.00 key deposit is required at the time of pick up. Key(s) must be returned the first business day after the rental. Key deposit will be returned at that time. If the key is not picked up during business hours prior to the event, renter is responsible for contacting the names below to unlock the building or to make arrangements for a police officer to unlock the building the day of the event. If this is required, the renter will be accessed a \$25.00 convenience fee.
- The security deposit request form is to be turned in the first business day after the rental. Security deposits will not be processed or refunded without the form.

First – Public Works Director Robert Mackewich - 412-996-4747

Second – Assistant Public Works Director Vitale Alexandrov - 952-210-7334

Third – Parks & Recreation Director Jim Attanucci - 412-969-7535

§ 155-9 Community Room

A. Hours of Operation

Facility may be rented between the hours of 8:00 am –11:00 pm

The premises to be vacated and locked by 11:30 pm

B. Permitted Uses

The Brentwood Borough Community Room is located in the Brentwood Borough Park, 3501 Brownsville Road, Brentwood, PA downstairs of the Brentwood Borough Library. Entrance is located behind the Library is available for use throughout the year to residents for private functions. Facilities include a small kitchen and bathroom facilities.

Room Size: 44 feet X 44 feet
 Capacity: 100 persons (Max)
 Social activities.
 Anniversary
 Birthdays
 Organization's Meetings
 Graduation
 Showers
 Retirement
 Other—To be approved by Borough.
 Equipment: Tables and chairs are available.
 Typically there are:
 5 8ft. rectangular tables, 6 ft. rectangular tables, 100 chairs
 Kitchen: Refrigerator, Sink, Stove

C. Fees

Rentals are granted in 1-hour increments, with a minimum of 2 hours for private functions and 1 hour for business, unless otherwise specified. An individual's residency status or organization status at the time of completing a Facility Rental Request Form will determine the rental fee that is assessed. Fees include 30 minutes setup and 15 minute teardown. If additional time is required for preparation of the event, the renter will be charged at the applicable hourly rate. Additional fees may be applied based on the nature of the rental. See Additional Fees and Request. The fees for the use of the Community Room will be set forth and established in the Brentwood Borough Fee Resolution.

D. Additional Rental Fees and Special Requests

- Rentals requiring additional Borough Staff will be assessed at \$25.00 per hour per staff member.
- All entertainment (DJ, Performers, Music, etc.) must be approved by the Borough Manager prior to the event.
- Alcohol is NOT permitted in the Community Room at any time.
- The permit holder is responsible for picking up the key at the Administrative Office Monday through Friday 8:00 am to 3:00 pm. Key(s) may be picked up one day prior to the rental, for Sunday rentals keys may be picked up on Friday. A \$5.00 key deposit is required at the time of pick up. Key(s) must be returned the first business day after the rental. Key deposit will be returned at that time. If the key is not picked up during business hours prior to the event, renter is responsible for contacting the names below to unlock the building or to make arrangements for a police officer to unlock the building the day of the event. If this is required, the renter will be assessed a \$25.00 convenience fee.
- The security deposit request form is to be turned in the first business day after the rental. Security deposits will not be processed or refunded without the form.

First – Public Works Director Robert Mackewich - 412-996-4747
 Second – Assistant Public Works Director - Vitale Alexandrov 952-210-7334
 Third – Parks & Recreation Director - Jim Attanucci 412-969-7535

§ 155-10 Borough Building

A. Hours of Operation

Facility may be rented between the hours of 8:00 am – 10:00 pm Sunday through Saturday.

The premises to be vacated and locked by 11:00 pm

B. Permitted Uses

The Brentwood Borough Building is located at 3624 Brownsville Road, Brentwood is available for use throughout the year to residents for private functions.

Room Size: 39 feet X 69 feet – Main Room

28 feet X 38 feet – Small Room

Capacity: 75 persons (Max)

Social activities.

Anniversary

Organization's Meetings

Graduation

Showers

Retirement

Other—To be approved by Borough.

Equipment: Tables and chairs are available.

Typically there are

7 white/gray plastic tables (6 ft. x 2.5 ft.), 57 wooden chairs in council chambers

69 folding chairs in large ballroom

Kitchen: None

C. Fees

Rentals are granted in 1-hour increments, with a minimum of 2 hours for private functions and 1 hour for business, unless otherwise specified. An individual's residency status or organization status at the time of completing a Facility Rental Request Form will determine the rental fee that is assessed. Fees include 30 minutes setup and 15 minute teardown. If additional time is required for preparation of the event, the renter will be charged at the applicable hourly rate. Additional fees may be applied based on the nature of the rental. See Additional Fees and Request. The fees for the use of the Borough Building will be set forth and established in the Brentwood Borough Fee Resolution.

D. Additional Rental Fees and Special Requests

- Rentals requiring additional Borough Staff will be assessed at \$25.00 per hour per staff member
- All entertainment (DJ, Performers, Music, etc.) must be approved by the Borough Manager prior to the event.

- Alcohol is NOT permitted in the Borough Building at any time.
- The permit holder is responsible for picking up the key at the Administrative Office Monday through Friday 8:00 am to 3:00 pm. Key(s) may be picked up one day prior to the rental, for Sunday rentals keys may be picked up on Friday. A \$5.00 key deposit is required at the time of pick up. Key(s) must be returned the first business day after the rental. Key deposit will be returned at that time. If the key is not picked up during business hours prior to the event, renter is responsible for contacting the the names below to unlock the building or make arrangements for a police officer to unlock the building the day of the event. If this is required, the renter will be accessed a \$25.00 convenience fee.
- The security deposit request form is to be turned in the first business day after the rental. Security deposits will not be processed or refunded without the form.

First – Public Works Director - Bob Mackewich - 412-996-4747
 Second – Assistant Public Works Director - Vitale Alexandrov 952-210-7334
 Third – Parks & Recreation Director - Jim Attanucci 412-969-7535

§ 155-11 **Stadium**

A. **Stadium:** Use Permit is required for any organized group of ~~five (5)~~ ten (10) or more.

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B. **Hours of Operation:**

Facility may be rented between the hours of 8 am - 11:00 pm Monday through Sunday.

The premises to be vacated and locked by 11:30 pm

C. **Permitted Uses**

The Brentwood Borough Stadium is located in the Brentwood Borough Park, Park Drive, Brentwood, PA. It is leased by the Brentwood Borough School District. It is utilized by the Brentwood Borough Youth Sporting Leagues.

D. **Fees:**

Rentals are granted in 1-hour increments, with a minimum of 2 hours for private functions and 1 hour for business, unless otherwise specified. An individual's residency status or organization status at the time of completing a Facility Rental Request Form will determine the rental fee that is assessed. If additional time is required for preparation of the event, the renter will be charged at the applicable hourly rate. Additional fees may be applied based on the nature of the rental. See Additional Fees and Request. The fees for the use of the Stadium will be set forth and established in the Brentwood Borough Fee Resolution.

E. **Restroom Facilities:**

Restroom facilities will be opened and inspected prior to event/use by the Permittee. Renter is responsible for the condition of the restroom facilities during their event/use. If more than one (1) organization if using the stadium and both request the use of the Restroom facilities, both organizations will be equally held responsible. If more than one organization is using the

stadium/practice field, all organizations using the stadium facility will be ultimately responsible for their condition even though members of the other organization may use the facilities. Permittee is to pick up key at the Administrative Office prior to the event or season and return the first business day after the event or end of season.

F. Concession Stands

The various concession stands located in the Stadium are only available for use through a separate concession stand rental agreement made with the Borough of Brentwood. All concession stand agreements are subject to Borough Council approval.

G. Additional Rental Fees and Special Requests

- Rentals requiring additional Borough Staff will be assessed at \$25.00 hour per staff member.
- All entertainment (DJ, Performers, Music, etc.) must be approved by the Borough Manager prior to the event.
- Alcohol is NOT permitted in the Stadium at any time.

H. Stadium and Field Rules and Requirements

Organized use of the Brentwood Stadium requires a Use Permit. The Fields/Facilities are only available for use during park hours.

- No animals (except to assist persons with a disability i.e.: service dogs)
- Borough Staff will designate the location of available restrooms.
- Adult supervision of field activities is mandatory. The user organization is responsible for the conduct of participants and spectators during their permitted time.
- Soccer goals must have turf wheels attached. Other sport equipment must be lifted when moved. NO dragging allowed.
- No motor vehicles allowed on the field surface except for maintenance or emergency.
- No bicycles, skates, or motor vehicles shall be allowed on the field surface or track.
- No food or drink, except water and sport drinks, shall be permitted on the field or track.
- No alcoholic beverages allowed.
- No glass containers or aluminum cans allowed.
- No sunflower seeds or gum allowed.
- No tobacco products allowed.
- No fireworks or any open flame allowed.
- No golfing, shot putting, javelin or discus throwing allowed.
- No use of model planes or rockets.
- No chalking, tape or other adhesive material shall be placed on the field or track surface.
- No painting shall be placed on the field surface without prior approval by the Borough.
- No stakes, spikes or other pointed materials may be used for anchoring anything on the athletic fields.
- **No metal cleats, only rubber cleats allowed, Only 1/4" track spikes or shorter may be used on the rubber track.**

- Walkers and joggers may **NOT** use the track when official events are taking place. (i.e. games)
- Hanging or climbing on the football or soccer goal posts is prohibited.
- No formal practice or games without prior field reservation (Use Permit). Reservation must adhere to designated field, unless approval is given by the Borough. Fields may be closed at any time due to safety related or maintenance concerns. Failure to comply with these rules will result in immediate cancellation of permit.
- Any users found to be in violation of the guidelines outlined in this policy will be subject to all applicable fines and penalties, including loss of future permitting and use privileges.
- The Borough of Brentwood reserves the right to revoke or deny a permit as necessary if the field needs to be closed for immediate repair.

I. Special Events/Game Events

A special event is a sporting, cultural, business or other type of unique activity, occurring for a limited or fixed duration (one-time, annual) and presented to a live audience, that impacts the Borough of Brentwood by involving the use of, or having impact on, the public realm, (owned, leased or controlled by the Borough of Brentwood). It usually occurs on the public realm (Brentwood Park/Stadium/Fields/Facilities) but sometimes can ‘spill over’ from private property.

Activities that are part of a regular series are not deemed special events, unless they are an atypical activity outside the ordinary (e.g. A regular scheduled football game is not a special event, but the Playoff Game is a special event.) Also excluded are construction-related permitting and film permits.

Notwithstanding any other provision of this Facilities Agreement, the stadium and all other athletic facilities in the park shall be subject to the control of the Brentwood Borough Council, and any and all use of the stadium and other athletic facilities shall be subject to the Borough’s discretion.

****Rental Fee** and all other fees addressed in this policy are due 10 days prior to event.

SPECIAL EVENT/GAME DAY RENTAL PERMIT: An Event Permit is required for any Special Event or Game for any Non-Resident/Non-Borough Organization that wishes to use any Borough Facility to host their Special Event or Game. *In addition to the Event Permit fee, renters will be required to pay the Event Hourly Rental Rate.*

INSURANCE: Renter is responsible for obtaining event insurance, naming the Borough as an additional insured under the contract of insurance, and providing comprehensive general liability insurance with respect to the renter’s use of the stadium athletic facilities, with the amount of such insurance being not less than one million dollars (1,000,000) in liability coverage. A policy certificate of such coverage will accompany the Facility Rental Application.

MEDICAL SUPERVISION: It is the renter’s responsibility to provide a trainer duly licensed to practice in the Commonwealth of Pennsylvania.

OTHER SUPERVISION: Two (2) Brentwood Borough Police Officers and one (1) Brentwood Department of Public Works employee is included with any Event/Game rental. Additional police supervision may be required depending on estimated attendance. If it is determined that additional

police supervision is required, the renter shall be responsible for each additional police officer a minimum of four (4) hours at the Borough approved rate as determined in the Borough's Fee Resolution.

- 1,000 or less: two (2) Police Officers (included in original fee)
- 1,000-2,000: three (3) Police Officers (renter responsible for the cost of one (1) additional Police Officer a minimum of four (4) hours)
- 2,000-Full Stadium: four (4) Police Officers (renter responsible for the cost of two (2) additional Police Officers a minimum of four (4) hours)

MAINTENANCE: The Borough will inspect the synthetic turf field, bleacher, press box, and ticket booth before renter's game. The Borough agrees to perform any maintenance necessary in regard to any repairs needed of the Synthetic Turf Field and other facilities, provided, however, that the Borough will not be required to make any capital expenditure to improve or correct any deficiency unless deemed necessary by the Borough of Brentwood Council. Based on expected crowd size, at renter's expense per employee, Borough Public Works employees are required to be present during event:

- 1,000 or less: one (1) Public Works employee (included in original fee)
- 1,000-2,000: two (2) Public Works employees (renter responsible for the cost of one (1) additional DPW employee a minimum of four (4) hours)
- 2,000-Full Stadium: three (3) Public Works employees (renter responsible for the cost of two (2) additional DPW employee a minimum of four (4) hours)

CONCESSION STAND: All usage of any concession stand is done through a separate Borough agreement. Borough Organizations who have existing concession stand agreements will be offered the opportunity to operate the concession and benefit from the revenue generated before an agreement is made with the renter. If there is not any existing concession stand agreement in place at the time of the Special Event/Game the Borough shall have the first right of refusal to operate the concession stand during the Special Event/Game. If the Borough declines to operate the Concession Stand during the Special Event/Game, then the Borough may consider permitting the renter the opportunity to utilize the Concession Stand at the additional fee.

PRESS BOX/STADIUM SCOREBOARD: A Brentwood Borough employee must be hired to oversee and operate the sound system, scoreboard, and message center at \$25/hour. Renter may provide personnel (up to 4) that may be present and assist in the press box.

- (a) No display on the stadium scoreboard of any pictorial or verbal information, advertising or signage, except for those items that are approved by the Borough.
- (b) The Borough reserves the right to determine in its sole and exclusive discretion which persons or entities may make use of the stadium scoreboard.

AFTER GAME CLEANUP: Renter is responsible to clean and pick up all trash off field, stands, and all stadium premises. If trash or damages are left after game event, fees will be assessed and taken out of security deposit.

ALL rules and regulations outlined in this policy must be followed at all times. Failure to comply with these rules can result in loss of scheduled time in the facility and possible fines.

§ 155-12

Dek Hockey Rink

- A. **Dek Hockey Rink:** Use Permit is required for any organized group of ~~two (2)~~ five (5) or more.

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B. **Hours of Operation:**

Facility may be rented between the hours of 8 a.m. – 11 p.m. Monday through Sunday. The premises to be vacated and locked by 11:30 pm.

C. **Fees**

Use of Dek Hockey rink is available to Borough Residents (proof of residency required) at no charge when there is not a Borough sponsored events or programs taking place. Use is based on a first come/first serve basis by the residents. However, any organized event requiring the use of rink shall first be approved by the Borough. Fees will be set forth in the annual Brentwood Borough Fee Resolution.

D. **Additional Rental Fees and Special Requests**

- Rentals requiring additional Borough Staff will be assessed for additional fees to cover the hourly wages of each staff member.
- All entertainment (DJ, Performers, Music, etc.) must be approved by the Borough Manager prior to the event.

E. **Rules and Regulations**

1. General

- No alcohol or tobacco products are permitted in the rink area.
- No food or drinks except water and sport drinks are allowed within rink boundaries.
- No painting, chalking, tape or other adhesive material shall be placed on the deck surface without prior approval.
- No animals. (Except service dogs.)

2. Equipment

- Dek hockey shin pads of any kind must be worn by all players, except goalies who are required to wear goalie pads.
- Gloves of any kind must be worn. No cut out fingers will be allowed.
- If under the age of 18, players must wear a helmet, full face shields or mask and mouthguard. It is recommended for person over the age of 18
- All players must wear elbow pads.
- Only rubber sole tennis shoes and roller blades allowed.

Borough Staff reserves the right to refuse service to any participant and/or spectator who violates any policy or procedure or engages in any verbal and/or physical abuse of the Athletic Fields or Borough Staff.

UNAUTHORIZED USERS WILL BE ASKED TO LEAVE. FAILURE TO COMPLY IS SUBJECT TO ENFORCEMENT PER PENNSYLVANIA PENAL CODE.

§ 155-13 Amendments to facilities rental policy.

The foregoing policy and procedures may be amended from time to time by a majority vote of the Council.

§ 155-14 Severability

If any sections, sentence or provision of this article or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions or applications of this article which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable.

§ 155-15 Repealer

All prior resolutions or Facility Rental Policies are hereby repealed in whole or in part to the extent inconsistent herewith.

§ 155-16 Effective Dated

The provisions of this article shall take effect on February 23, 2016, and shall remain in effect until rescinded or revised.

RESOLVED AND ADOPTED by the Council of the Borough of Brentwood, County of Allegheny and Commonwealth of Pennsylvania, meeting in regular and public session, this 23rd day of February, 2016.

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky, P.E.
Borough Manager

John Frombach
President of Council

EXHIBIT “A”

POLICY AND PROCEDURE FOR FIELD AND RECREATION AREA PERMITS

I. Permit Priority Rating

Field permits will be issued with the following priority rating:

- A. Brentwood Borough
- B. Brentwood Borough School District
- C. “Recognized” Brentwood Borough Organizations
- D. Borough Organizations
- D. Others

II. Allocation of Fields and Recreation Areas

<u>Season(s)</u>	<u>Applications for Permits May be Submitted Beginning</u>	<u>Permit Effective Dates</u>	<u>Length of Season</u>
<u>Spring/Summer</u>	<u>February 15th</u>	<u>April 1st- July 31st</u>	<u>Average 16 weeks</u>
<u>Fall</u>	<u>June 15th</u>	<u>August 1st–November 30th</u>	<u>Average 16 weeks</u>
<u>Winter</u>	<u>October 15th</u>	<u>December 1st–March 30th</u>	<u>Average 16 weeks</u>

- A. Brentwood Borough reserves the right to increase/decrease the number of fields assigned to an organization based upon but not limited to; enrollment changes, changing demographics, unavailability of fields due to maintenance or priority scheduling, abusive usage, failure to use assigned fields, and/or failure to pay fees and submit seasonal information on time or due to new fields becoming available.
- B. The organization that has the greatest need for the fields based on the current year’s ratio of teams per field may be assigned additional fields as they become available.
- C. Due to maintenance factors, the design of fields, geographical location, boundary changes, or because of “new Fields” becoming available or upgraded, organizations may be assigned some different fields from season to season and within current season.
- D. The Borough will do its best to treat all organizations equally when approving permit applications. In the event two or more organizations request the same field times, preference will be given to the organization with the longer history as a Borough Organization. In the event two or more organizations request the same field time, preference of desired field time slots will be given to the organization with the longer history as a Borough Organization. It is expected that recognized borough organizations cooperatively and willingly work together at Seasonal Permitting meetings to work out all scheduling issues.

III. Assigning and Scheduling New Fields or Recreation Areas

It is Brentwood Borough's policy that the use of the new fields will be assigned according to the following priorities:

- A. Brentwood Borough
- B. Brentwood Borough School District
- C. "Recognized" Brentwood Borough Organizations
- D. Borough organization
- E. Other

IV. Organizations Requirements for Retaining "Recognized" Status

*** On a seasonal basis, organizations are to attend a field user meeting for their respective season.**

*** The following information MUST be submitted on or before the Permit Application Due Date and kept on file with the Borough of Brentwood.**

- 1. President, Vice President, Executive Director and a contact person for general registration including name, title, address, home and work numbers and email addresses
- 2. A copy of the organization's bylaws, a statement of the organization's philosophy, goals, age range, and skill levels the organization is offering (these are needed only once, or as changes are made in the program or requested by the Borough)
- B. The organization is required annually to provide \$1 million in general liability insurance listing Brentwood Borough as additional insured. The limits of this coverage shall be up to those imposed by the State of Pennsylvania. A copy of this policy must be on file with Brentwood Borough.
- C. On a seasonal basis, the organization must present to the Borough a Roster Form with each participant's name, age, address and respective sport two weeks after Permit Effective Date (see below) along with a signed and notarized affidavit stating that the information is true and accurate. This is required to confirm Borough Organization Status (see section 155-2 of Borough Facility Rental Policy). **(NOTE: The Borough will NOT retain this information other than the affidavit.)**
- D. Annually, it is required that organizations and teams conduct background checks in compliance with Pennsylvania Act 153 of 2014 and subsequent changes on all volunteer and paid coaches 14 years or older within their association and present to Brentwood Borough copies of all such clearances, along with a notarized affidavit stating the information is true and correct and that all coaches within their association meet their clearance requirements. Note: The Borough will not retain this information other than the affidavits.

- E. Organizations are encouraged to demonstrate willingness to cooperate with Brentwood Borough and with each other when and if scheduling issues arise.
- F. Failure to follow these guidelines may result in revocation or suspension of recognized status.

V. Request for Permits

- A. The organization must submit written Field Request Permit (see approximate dates below)
- B. Season Permits will be issued to organizations. The Recreation Director will work only with the President/Director of these organizations. It is the responsibility of the organization to schedule games and practices.
- C. Permit application is the physical permit after approval from Brentwood Borough. Organization must have permit with them at all times.
- D. The below dates/seasons have been established for the recognized organizations. This is necessary in order to discourage different seasonal sports from overlapping and causing field use conflict, to maintain control over fields when fields are used, and to stay systematically monitor fields conditions based upon use.

Season	Permit Application Due Date	Meeting Date	Permit Effective Dates ¹	Length of Season
Spring/Summer	March 1 st	Mid- March	April 1 st - July 31 st	Average 16 weeks
Fall	July 1 st	Mid-July	August 1 st –November 30 th	Average 16 weeks
Winter	November 1 st	Mid-November	December 1 st –March 30 th	Average 16 weeks

¹ Permit Effective Dates may overlap by no more than 10 days with Borough approval

- E. The Borough highly suggests that those organizations with the same seasons meet prior to submitting their permit application in order to work out scheduling. The Borough will do its best to treat all organizations equally when approving permit applications. In the event two or more organizations request the same field times, preference will be given to the organization with the longer history as a Borough Organization.

NOTE: Reallocation or subletting of fields by permit holder is strictly prohibited. If permitted fields are going unused, the unused times and dates must be turned back into Brentwood Borough so that they can be made available to others. Failure to do so can result in permit revocation and future permitting restrictions.

VI. Field Closure Policy

Brentwood Borough reserves the right to close any field due to poor field conditions. Organizations failing to honor any field closures are subject to fines (established to cover the cost of repair) and/or revocation of their Field Permit. It is the responsibility of the field users to know the status of any given field to maintain safe and playable field conditions.

VII. Special Tournament Requests

- A. Organization shall make written request to conduct tournaments. The written request must be received a minimum of 30 days in advance and should include the following:
 - 1. Dates and hours of usage and the fields requested
 - 2. Additional portable toilet services
 - 3. Additional structures, bleachers, tents, concession stand, area fences
 - 4. Additional maintenance lines, heavy drag, mowing. Etc.
- B. Non-recognized organizations, residents and non-residents are required to pay in full the hourly rental fees and other related fees associated with the additions services required to conduct a tournament prior to the event being held.
- C. All organization shall provide general liability insurance and list Brentwood Borough as additional insured. The limits of this coverage shall be up to those imposed by the State of Pennsylvania.
- D. The Borough may require that the organization provide security depending on the nature of the event.

VIII. Field Maintenance for Recognized Organizations

- A. Brentwood Borough will paint all field lines (only for Brentwood School District)
- B. Brentwood Borough will install home plate and pitching rubber once per season on all ball fields.
- C. Brentwood Borough will provide general maintenance. Infields are scheduled for dragging when needed. It is the responsibility of each organization to mark lines and set bases. (Excluding Brentwood High School District)
- D. Organization requiring soccer nets are responsible for placement. Must lift nets over track, not dragged unless nets have wheels.
- E. Organization is responsible for managing all gates for practices and games.
- F. Lights are controlled by Brentwood Borough and are on a set timer. If additional time is need please notify Recreation Director.

IX. Portable Toilets

- A. Brentwood Borough may supply portable toilets in the park.

X. Field and Recreational Facilities Rental Fee (“Non-Recognized” organizations) when available

- A. Fields and other Recreational facilities are available at no charge on a first come, first serve basis to members of the community, when not scheduled by a permit and when field is not posted closed.
- B. Hourly rate are charged for all permits issued to Non-Recognized groups, Borough Organizations Residents, and Non-residents.
- C. Permit fees guarantee a group reserved use of the field.
- D. Fees are approved annually by Brentwood Borough Fee Resolution.
- E. Fees are paid prior to permit effective date.

XI. Concession Stands

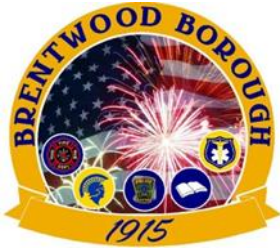
The various concession stands located in the Stadium are only available for use through a separate concession stand rental agreement made with the Borough of Brentwood. All concession stand agreements are subject to Council approval. No outside tents or concession stands are permitted.

XII. Permit Denial and Revocation

Any users found to be in violations of the guidelines outlines in this policy will be subject to applicable fines and penalties, including loss of future permitting and use privileges. A permit may be denied or revoked if the permit holder or any member of permitted organization:

- A. Violates the guidelines and procedure stated in this policy and Borough Facility Rental Policy, Chapter 155.
- B. Fails to use their permitted field without prior cancellation notification to 3 or more times in any given season.
- C. Uses field that is closed due to weather or undergoing repairs or renovations.

Brentwood Borough reserves the right to revoke or deny permit as necessary.



BOROUGH OF BRENTWOOD

RESOLUTION NO. 2017-19

“BOROUGH FACILITY RENTAL POLICY”

A RESOLUTION OF THE BRENTWOOD BOROUGH, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING A POLICY ESTABLISHING A BOROUGH FACILITY RENTAL POLICY AND PROCEDURES.

WHEREAS, Borough of Brentwood (hereinafter “Municipality”) Council realizes the importance of public locations; and

WHEREAS, the general purpose of this Policy is to establish rules and regulations governing the use of the Brentwood Borough Facilities including but not limited to: Borough Building, Civic Center, Community Room, Ball Fields, Basketball Court, Dek Hockey Rink, Stadium Field, Swimming Pool, Tennis Court, and Track; and

WHEREAS, it is necessary to establish policies and procedures to ensure the effective operations and usage of such facilities; and

WHEREAS, it is necessary to allocate the limited and finite resources of the various Borough facilities and to give a preference to in terms of rental fees, and in some instances, exclusive use, to Brentwood Residents, instead of Non-Residents; and

WHEREAS, the Council has reviewed and discussed this proposed Facility Rental Policy and determined it to be a necessity; and

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ENACTED by Brentwood Borough, County of Allegheny, Commonwealth of Pennsylvania, the following policy is hereby adopted and made applicable to those Borough facilities identified herein.

CHAPTER 155

Parks and Recreation Facility Rental Policy

§ 155-1 Purpose and Objective.

The Borough Council of the Borough of Brentwood, following due investigation, deems it appropriate to establish rules and regulations governing the use of the Brentwood Borough Facilities including but not limited to: Borough Building, Civic Center, Community Room, Ball Fields, Basketball Court, Dek Hockey Rink, Stadium Field, Swimming Pool, Tennis Court, Track; and the Brentwood Borough Park in order to provide for the health, safety and welfare of recreational users of those facilities.

§ 155-2 **Definitions.**

- A. *Borough Not-for-Profit Organization* is defined as any group or organization that pertains to the Borough of Brentwood citizen's affairs- and must be a duly registered 501(c)(3). The group must be comprised of 51% or more Brentwood residents and has a primary address in Brentwood. (To qualify, a listing of the group's members with residency, and a 501(c)(3) determination letter must be provided.
- B. *Borough Organization* is defined as any group organization or team that pertains to the Borough of Brentwood citizen's affairs. The group or team must be comprised of 51% or more Brentwood residents and has a primary address in Brentwood. (To qualify, a listing of the group's/organization's members with residency must be provided.)
- C. *Borough Resident* is defined as an individual that has a permanent address located in the Borough of Brentwood.
- D. *Recognized Borough Organization* is defined as any group that complies with Borough Not-for-Profit Organization and Borough Organization guidelines (stated above) and **completes the following steps:**
 - 1. On a seasonal basis, organizations attend a field user meeting for their respective season and keep on file with Brentwood Borough the following information:
 - a. President, Vice President, Executive Director and a contact person for general registration including name, title, address, home and work numbers and email addresses
 - b. A copy of the organization's bylaws, a statement of the organization's philosophy, goals, age range, and skill levels the organization is offering (these are needed only once, or as changes are made in the program or requested by the Borough)
 - 2. The organization is required annually to provide \$1 million in general liability insurance listing Brentwood Borough as additional insured. A copy of this policy or certificate of insurance must be on file with Brentwood Borough.
 - 3. On a seasonal basis, the organization must present to the Borough a Roster Form with each participant's name, age, address and respective sport at the time they submit their permit application, along with a signed and notarized affidavit stating that the information is true and accurate. This is required to confirm Borough Organization Status (see section 155-2 of Borough Facility Rental Policy). (NOTE: The Borough will NOT retain this information other than the affidavit.)
 - 4. Annually, it is required that organizations and teams conduct background checks in compliance with Pennsylvania Act 153 of 2014 and subsequent changes on all volunteer and paid coaches 14 years or older within their association and present to Brentwood Borough copies of all such clearances, along with a notarized affidavit stating the information is true and correct and that all coaches within their association meet their clearance requirements. Note: The Borough will not retain this information other than the affidavits.

5. Organizations are encouraged to demonstrate willingness to cooperate with Brentwood Borough and with each other when and if scheduling issues arise.
 6. Failure to follow these guidelines may result in revocation or suspension of recognized status.
- E. *Seasons:*
- a. Spring/Summer : April 1- July 31
 - b. Fall: August 1- November 30
 - c. Winter: December 1 – March 31
- F. *Permit Effective Date* is defined as the time frame that a permit is effective to use for the designated field or recreation area. The dates can overlap no more than 10 days.
- G. *Rent/Deposit Exemption.* Recognized Borough Organizations and/or Governmental agencies (Federal, State, County, School District) whose focus is to benefit the local community shall be exempt from having to pay the rent and deposit specified herein for all Borough Facilities identified in this policy, but such renters shall otherwise be required to comply with all the other terms and conditions of this policy.
- H. *Private/Function* is defined as any group function not open to the public that does not charge any type of fee or admission for the event. The individual responsible for the reservation and rental resides in Brentwood. Proof of residency is required.
- I. *Non-Resident* is defined as any group or individual who does not have a permanent address located in the Borough of Brentwood.
- J. *Personal Care Assistant (PCA)* , commonly known as **caregiver, personal care attendant, patient care assistant, personal support worker** and **home care aide** is a paid, employed person who helps persons who are disabled or chronically ill with their activities of daily living (ADLs) whether within or outside the home. They assist clients with personal, physical mobility and therapeutic care needs, usually as per care plans established by a rehabilitation health practitioner, social worker or other health care professional. Proof of certification is required.

§ 155-3 General Rules and Regulations.

The Borough of Brentwood Facilities listed in this policy will only be available for use when regularly scheduled activities are not in session. The facilities will be scheduled on a first come basis for single reservations unless otherwise indicated.

The following rules and regulations shall apply to but not limited to the Brentwood Borough: Borough Building, Civic Center, Community Room, Ball Fields, Basketball Court, Dek Hockey Rink, Stadium Field, Swimming Pool, Tennis Court, Track and other facilities:

- A. **POSITIVELY NO ALCOHOLIC BEVERAGES or SMOKING is PERMITTED ON BOROUGH PROPERTIES.** Without first obtaining a Borough Alcohol Permit for the Civic Center. All alcoholic beverages and alcoholic beverage containers are prohibited otherwise.

Editor's Note: See also Ch. 70, Alcoholic Beverages.

- B. Type of event such as birthday parties, wedding receptions, showers, special dinners, etc. must be clearly stated on the application.
- C. Security Deposit. A \$150.00 security deposit is required for all parties when renting/using the Borough Building, Civic Center, Community Room, or Dek Hockey Rink, or Swimming Pool. Money will be withheld for circumstances such as, but not limited to, damages to windows, bathroom fixtures, walls, ceiling tiles, appliances, lights, soiled carpeting, or excessive uncleanliness. Costs for these items are based upon a \$25.00 per hour per staff member for labor cost plus materials. A security deposit is required from all individuals or groups.

The security deposit payment will be deposited once the rental has been confirmed. Once the completed Security Deposit Refund Form and facility key(s), when applicable, are turned in to the Administrative Office the security deposit will be refunded to the renter less any cleaning fees, damage to equipment or facilities or additional rental time beyond the original contracted agreement. The Security Deposit Request Form is to be turned in the first business day after the rental. Security deposits will not be processed or refunded without the form. Security deposit refunds are returned by mail within 4-6 weeks following the event and after an inspection of the facility. The refund will be in the form of a check.

- D. Cleaning Responsibility. All renters must leave the facility in an orderly, clean, and undamaged condition by the end of the rental session. All renters shall comply in all respects with the Rental Clean Up policy described herein below. Any renter (and their references) whose deposit is forfeited for one or more policy violations shall be permanently barred from future rentals.
- E. The use of profanity is prohibited.
- F. Glass containers are prohibited.
- G. Animals are prohibited, with the exception of service dogs.
Editor's Note: See also Ch. 76, Animals.
- H. Smoking is prohibited.
- I. Riding of Bicycles in the park is prohibited.
- J. Riding of Skateboards in the park is prohibited.
- K. Use of the park and the Borough facilities and its equipment shall be at the users' own risk.
- L. Damage to or destruction of Borough facility or park property or equipment is prohibited and restitution may be required as a result.
- M. Littering is prohibited.
Editor's Note: See also Ch. 129, Littering.
- N. When there is a rate change, the former rate shall apply for anyone who has paid a deposit before the date of the rate change.
- O. Children under the age of 13 must be accompanied by an adult.

- P. Must be at least 25 years old with proper identification (PA License or Passport) to rent a Borough facility.
- Q. No Parking in the Brentwood Public Library parking lot.
- R. All fire regulations for the Borough Building, Civic Center, Community Room, and must be observed including the following:
1. Keeping exits clear at all times.
 2. No smoke machines are permitted due to the sensitivity of the smoke alarm systems.
 3. No smoking.
 4. Room capacity/maximum occupancies.
 5. A person shall not use or allow to be used any open flame, burning candle or candles.
 6. Open flames are strictly prohibited with the exception of birthday candles. Borough staff shall be made aware of any candles prior to the event.
- S. Report damages or abnormal conditions to the Police Department prior to your usage.
- T. Persons using the Civic Center, Community Room, or Borough Building are responsible for:
1. Obtaining and returning keys to Admin Office (\$5.00 key deposit is required).
 2. Securing and removing trash after function. (Garbage Bags will be provided).
 3. Providing their own cleaning supplies to disinfect tables, surfaces, sinks, and chairs.
 4. Leaving the facility in a clean and orderly fashion for the next renter.
 5. Properly operating any equipment, and using it for intended purpose only.
 6. Shutting off all lights (including restrooms) and securing facility when leaving.
 7. All cars being parked in parking lot. (Cars should never be parked in the Library Parking lot for any of these facility rentals.)
- U. Rentals must be **paid in full** no later than 10-days prior to the event. Rentals must be paid-in-full prior to picking up the key. The key must be picked up by Friday at 3 p.m. if the event is held Saturday, Sunday or Monday. Earlier rental payment and key pickup will be accepted.
- V. Full Refunds will be issued for reservations canceled no later than ten (10) days prior to the scheduled date. Cancellations made less than ten (10) days prior to the event will forfeit the security deposit and full payment.
- W. All organizations and teams requesting a rental may be required to provide proof of liability insurance, in the amount of \$1 million dollars, naming the Borough of Brentwood as “Additional Insured” for the event(s).
- X. Events requiring major setup (lighting, displays, etc.) should be submitted at least one month prior to the anticipated event. A detailed description of the special event activity and setup should be included with the Facility Rental Form. Additional fees may be assessed at the rate of \$25.00 per hour per staff member.
- Y. No decorations shall be displayed using tape, tacks, etc. Non-damaging “putty” etc. shall be permitted. Any desired decorations will be approved by the event staff or Recreation Director at least one week prior to the event.

- Z. Prior to and, should they so desire, after the event, the renter will accompany an authorized Borough Employee in a brief inspection of the facility. At this time any damage to the facility will be assessed. If necessary, a full or partial retention of the renter's security deposit may be applied.
- AA. Teenage functions shall be governed by the following regulations:
- One off-duty Brentwood Borough police officer, provided at the renter's expense, shall be present at all times during the function and until the building is cleared. However, this requirement may be waived at the discretion of the Borough Manager.
 - A responsible person (25 years of age or older) shall be required to sign the Liability Agreement guarantee against damage to the building for each group of 50 or fewer teenagers.
 - A responsible person (25 years of age or older) is required for each group of 10 teenagers to act as chaperone. Such person's name, address, and phone number shall be required prior to the event. All chaperones must remain on-site for the duration of the event.
- BB. The Borough reserves the right to require that security be provided at the renter's expense.
- CC. The Borough reserves the right to cancel any event in which untrue information was given and/or if the event is thought to be detrimental to the health, safety and welfare of the citizens or to the integrity of the facilities and/or contrary to the rules and regulations governing the use of the facilities.
- DD. All activities taking place in any of the Borough Facilities shall be done in accordance with the Brentwood Borough ordinance relating to noise.
Editor's Note: See also Ch. 145, Noise.
- EE. The renter, or designated representative who has reached the age of 25, must be present during the entire rental time.
- FF. Renters are only permitted to use the areas designated on the written contract or Application for the event shown. All children shall be supervised at all times and remain with the user group. Minors must remain in the rented facility room and shall not be allowed to roam unsupervised throughout the facility.
- GG. Renters are responsible for the complete setup of the tables and chairs. Chairs are to be taken down and placed on the chair racks. Tables are to be cleaned and left up for inspection. Failure to do so may result in forfeiture of deposit equal to \$25.00 per hour per staff member.
- HH. Renter must limit the number of guests to the amount specified on the contract or application under estimated attendance. The number of guests includes anyone included in the party such as speakers, guests, and attendees. Attendance numbers larger than that stated on the application contract may result in the event being terminated early if the Fire Chief determines that the number of guests exceeds the maximum allowed occupancy of the facility.
- II. The Borough of Brentwood shall not be responsible for items left by guests, workers, or representatives of the rental event.

JJ. Failure to adhere to any of the terms and conditions of this policy may result in immediate cancellation of the existing agreement, forfeiture of the security deposit, and restriction from the future use of other Borough facilities.

KK. Forfeiture of Deposit - Violation of Policy. Automatic forfeiture of the deposit will occur under the following conditions:

- Any building door is left unsecured (unlocked).
- Smoking in the building.
- Evidence or presence of alcoholic beverages in the building or premises. With the exception of the Civic Center with an approved alcohol permit.
- Setting off fire alarms without probable cause to believe that the facility is on fire (setting off false alarm is illegal and criminal charges may be filed).
- Disturbance of the peace.
- Damage to the facility itself, equipment, furnishings, or decorations including damage from the attachment of banners, posters, streamers, signs, etc. which are beyond normal wear and tear.
- Excess trash left in the building.
- Cleanup procedures not followed.
- Required summoning of the police department due to activities of the participants.
- Failure to clean.

LL. Cleaning Policy/Procedures

1. Please leave chairs stacked on the chair racks and tables left up for inspection.
2. Sweep, mop, and leave the floors clean and ready for the next people that will be using the building. Mop with clean, clear, water only. Brooms and mops shall be provided.
3. Clean oven, stove, refrigerator and kitchen (if used).
4. Check restrooms and leave them clean and turn off lights.
5. Check the thermostat as you leave. In the summer, leave on 80 degrees. In the winter, leave on 60 degrees. If it is very cold, leave on 70 degrees.
6. Carry all bagged and tied trash and place in the dumpster next to the Borough Salt Dome. Check for and clean up any loose trash around the buildings.
7. Make sure all outside doors are locked. Failure to lock all doors may result in forfeiture of deposit and a possible additional fee.
8. Leave the building as you wish to find it if you were going to use it after yourself.

MM. After applicant has reviewed and fully understands this information, please complete application for usage.

NN. Facility Rental Forms can be submitted by one of the following methods:

1. Drop off: *Facility Rental Request Forms* can be submitted at the Brentwood Borough Municipal Building, Monday through Friday, 8:00 a.m. to 3:00 p.m. Forms must be fully completed and submitted with security deposit.
2. Mail: Completed *Facility Rental Request Forms* including security deposit (check) may be mailed to:

Brentwood Borough
Attn: Parks & Recreation Director
Facility Rentals
3624 Brownsville Road
Pittsburgh, PA 15227

- OO. Renters must have their Facility Contract and the Facility Rental Policy with them at the facility during the renter's use of the facility.
- PP. In the event that problems may arise with the scheduling of the building, all administrative decisions shall be final.
- QQ. In the event of an emergency Renter shall call 9-1-1. Inform them that you are at the Brentwood Civic Center.
- RR. In the event of a Non-Emergency issue you can contact Jim Attanucci at 412-969-7535 or Robert Mackewich at 412-996-4747.

All persons using public recreation and park areas of the Borough of Brentwood shall comply with all posted rules and regulations established by the Council of the Borough of Brentwood, for the use of such facilities, and failure to comply with such rules and regulations, in addition to the penalties hereinafter provided, may subject the person violating them to loss of the privilege to use such facilities, and no refund of any admission or security deposit paid shall be required.

§ 155-4 Borough Non-For-Profit Organizations

Borough Organizations who meet the criteria as defined in §155-2 shall be exempt from having to pay the rent and deposit specified herein for all facilities identified within this policy, but such renters shall otherwise be required to comply with all the other terms and conditions of this policy including the following special provisions:

- A. Organization Meetings. Shall be permitted to conduct their monthly organization meetings without being charged a fee. Meetings will be limited to the Community Room, Civic Center or Borough Municipal Building. If more than one rental per month is needed then all additional rentals shall be in accordance with the Borough Resident rate for the Civic Center, Community Room and Municipal Building.
- B. Group Events. Shall be permitted to conduct Organization Fundraising, Registrations, Photos, Uniform Distribution, and other similar organizational activities in any of the Borough Facilities without fees.
- C. Reserving Facility Rooms. Reoccurring monthly meeting dates may be reserved at one time. Events and/or fundraising activities may be planned up to a year in advance of the scheduled date.

§ 155-5 Policy and Procedure for Fields and Recreation Area Permits

A “Policy and Procedure for Field and Recreation Area Permits” is attached to this Borough Facility Rental Policy as Exhibit “A” and is specifically incorporated by reference herein.

§ 155-6 Borough Swimming Pool

A. Hours of operation.

The Brentwood Borough Swimming Pool is typically opened from Memorial Day until Labor Day unless otherwise indicated and approved by the Borough Council. The Borough Swimming Pool shall be open during regularly scheduled hours, and no unauthorized swimming shall be permitted after such regularly scheduled hours, and entry upon the pool premises when it is not open for public use without a valid permit shall be unlawful. The typical normal pool hours shall be as follows:

Sunday & Holidays*: 11:00 am* to 8:00 pm

*Closed on July 4th.

Weekdays: 11:00 am* to 8:00 pm

Adult Swim: 11:00 am* to 12:00 pm

Open to All Ages: 12:00 pm to 8:00 pm

Guard Safety Swim: 3:00 pm to 3:15 pm

Pool Hours while Brentwood School District is in session:

Weekdays: All Ages 3:30 pm to 8:00 pm

Weekends: Adult Swim 11:00 am* to 12:00 pm

 All Ages 12:00 pm to 8:00 pm

*Adult Swim occurs daily from 11:00 am to 12:00 pm. No one under the age of 18 shall be permitted entry to the pool

All pool hours are subject to change depending on weather, special events, and attendance. During inclement weather, all changes in pool hours and/or closing times will be posted at the pool.

B. Fees

The fees for Borough Swimming season passes, daily rates, pool party rates and any other associated fees associated with the Brentwood Borough Swimming Pool shall be set forth and established in the Brentwood Borough Fee Resolution.

Daily Pool Fees associated with Personal Care Assistants who are performing their duties for a paid resident shall be waived.

Family passes are valid for up to two (2) adults and three (3) children that reside within a single household. Verification of residency may be required. Up to Four (4) guests are permitted per Family per day.

Each holder of a Children & Teen's annual pass may accompany one (1) guest. Each holder of Adult or Senior Annual Pass may accompany up to four (4) guests.

*Residents purchasing single day passes are **NOT** permitted to sponsor a guest.

No refunds shall be given for inclement weather or anything that may cause the pool to be closed.

C. Pool Party Rentals

The Brentwood Borough Swimming Pool may be rented after the pool's normal hours or as approved by Brentwood Borough Council. This will result in the following times: Rental fees include 1 hour for pool clean up and shutting down.

Sunday & Holidays: 8:00 pm to 10:00 pm

Weekdays: 8:00 pm to 10:00 pm

No refunds shall be given for inclement weather that may cause the pool to be closed unless notice is given 30-minutes prior to the start of the scheduled rental by the renter.

D. Compliance with rules and regulations.

In addition to those relevant rules and regulations listed in Section 155-3 General Rules and Regulations, ALL persons using the Brentwood Borough Swimming Pool shall comply with all rules as may be determined by the Borough Manager as well as those posted rules and regulations established by the Borough Council and Pool Management Company for the use of the swimming pool and facilities, and failure to comply with such rules and regulations, in addition to the penalties hereinafter provided, may subject the person violating them to loss of privilege to use the pool, and no refund of any admission paid will be required. Patrons must review these rules carefully and should report any violations to a staff member immediately. Pool personnel can be called upon to address any concerns regarding the nature of the rules or enforcement practices. The below list of general rules and regulations are not all encompassing:

- Brentwood Pool is for Brentwood residents and their guests.
- Photo I.D. may be required.
- Guest must be accompanied by a season pass holder.
- Guests must pay daily admission.
- One guest may be admitted when accompanied by a 17u season pass holder.
- Up to four guests may be admitted when accompanied by an adult season pass holder.
- No one under the age of 18 will be permitted inside the pool gates during the adult swim.
- Pool passes must be presented and scanned upon entry to the pool.

- Wrists bands will be used for all daily admissions.
- No refunds will be given due to inclement weather.
- Acceptable swim attire must be worn both by patrons in the pool and on the deck. Patrons with religious concerns regarding modesty may wear garments that provide full-body coverage provided that they are clean and that they do not interfere with their safety in the water.
- No running or horseplay is permitted in or around the pool.
- Absolutely no alcoholic beverages are permitted.
- Persons who appear to be under the influence of alcohol or narcotics will be denied admission.
- The use of profanity is prohibited.
- Candy, food, chewing gum or beverages are not permitted inside the pool gates.
- Glass containers are prohibited.
- Smoking is strictly prohibited.
- Littering is strictly prohibited.
- Use of all floatation devices are at the discretion of the lifeguards.
- Toys, beach balls, and other items shall only be permitted in the Pool Area at the discretion of the pool personnel. No hard balls allowed.
- The use of sunscreen is encouraged.
- Patrons who leave the pool area are required to shower before reentering the water.
- Persons with open cuts, open sores, bandages or communicable disease are not permitted in the pool. Report any injuries to a lifeguard immediately.
- No one should engage any on-duty lifeguard in unnecessary conversation.
- Spitting, spouting, or nose-blowing in the pool is strictly prohibited.
- Children under the age of 7 must be accompanied by a parent or other responsible person at all times, including while on deck or in the restroom. This parent or guardian must be dressed in appropriate swim attire (no street clothes). While in the water, the parent or responsible person must remain within arm's reach of the child; this stipulation is also applicable to the kiddie pool.
- Children who are not toilet-trained are only allowed in the pool area if they wear a swimsuit diaper or plastic pants. Cloth or disposable diapers are not acceptable garments.
- The Borough shall not be responsible for items that are lost, stolen, or left at the pool.
- Emergency procedures must be observed. Swimmers must leave the pool area immediately upon the signal of the Pool Manager.
- A patron may be verbally warned for the first offense; the patron will be asked to leave the pool facility if a second offense occurs.
- The decision of the pool personnel is final.

§ 155-7 Borough Park and Fields

A. Hours of Operation

The Borough Park is open from 7:00 am and closes at 11:30 pm, Sunday through Saturday.

B. Park Lighting Guidelines

Park Lighting for the Courts and Fields are at the Borough's discretion. Absence of a Use Permit, the following park lighting guidelines will be utilized by the Borough to establish consistency for the public.

Dek Hockey Rink, Tennis Court, Basketball Court, and Field 2 (Attanucci Field)

Spring Hours - April 1 to Memorial Day

- Sundays thru Thursdays – Dusk until 10:00 PM
- Fridays and Saturdays – Dusk until 11:30 PM

Summer Hours - June 1 to Labor Day

- Sundays thru Saturdays – Dusk until 11:30 PM

Fall Hours – Labor Day to Thanksgiving Day

- Sundays thru Thursdays – Dusk until 10:00 PM
- Fridays and Saturdays – Dusk until 11:30 PM

Winter Hours – Thanksgiving Day to March 31st

- Sundays thru Saturdays – By Permit Only (Lighting will only be provided with a Permit).

Track Lighting

Spring, Summer, and Fall Hours - April 1 to Thanksgiving Day

- Sundays thru Saturdays – Dusk until 11:30 PM

Winter Hours – Day After Thanksgiving Day to March 31

- Sundays thru Saturdays – Dusk until 9:00 PM

Football Field Lighting

- By Permit Only

C. Permitted Uses

The Brentwood Borough Park is a family friendly community park located in the heart of Brentwood. It is available for use throughout the year to residents. The park includes Ballfields, Basketball Courts, Dek Hockey, Football/Soccer Field, Playground, Swimming Pool, Tennis Court, Track and Bathroom Facilities. The park is enjoyed by the many youth sports organizations for Baseball, Softball, Football, and Soccer In addition, it is used for Summer Day Camp, Picnics, Walking, and various activities.

D. Speed limit on park property.

After posting of appropriate signs at the entrances to the municipal park on Park Drive in the Borough of Brentwood indicating the speed limit, no person shall operate any vehicle, whether motor-driven or not, at a speed in excess of 5 miles per hour on the Borough park property.

E. Fees

The fees for the use of the ball fields and the pavilions will be set forth and established in the Brentwood Borough Fee Resolution

F. Basketball/Tennis Courts

Brentwood Park has both a tennis court and basketball court that are available to Borough residents. There are no fees associated with the use of these facilities. Use is based on a first come/first serve basis by the residents. However, any organized event requiring the use of the tennis court or basketball court shall first obtain a Use Permit from the Borough.

G. Concession Stands

The various concession stands located throughout the park are only available for use through a separate concession stand rental agreement made with the Borough of Brentwood.

§ 155-8 Civic Center

A. Hours of Operation

Facility may be rented between the hours of 8:00 am 11:00 pm **Sunday through Saturday.**

The premises to be vacated and locked by: 11:30 pm.

B. Permitted Uses

The Brentwood Borough Civic Center located in the Brentwood Borough Park, Park Drive, Brentwood, PA is available for use throughout the year to residents for private functions. Facilities include activity rooms, kitchen, and bathroom facilities. Also available is a fenced deck overlooking the Brentwood Borough Swimming Pool.

Room Size: 57 feet X 37 feet

Capacity: 100 persons (Max.)

Equipment: Tables and chairs are available. The Permittee is responsible for any additional tables and chairs that may be needed.

Typically there are:

20 6ft. rectangular tables, 4 5ft. round tables, 100 folding chairs

Stage: 8 ft X 25 ft

Kitchen: Koch double door refrigerator
2 industrial toastmaster stoves with ovens.
One stove has a 2 foot by 2 foot
Griddle and 2 burners and the other has 6 burners.
One ice making machine. Plus two double bowl sinks.

Social activities.

Anniversary
Birthday Parties
Graduation
Showers
Retirement
Other—To be approved by Borough.

C. Fees

Rentals are granted in 1-hour increments, with a minimum of 2 hours for private functions and 1 hour for business, unless otherwise specified. An individual's residency status at the time of completing a Facility Rental Request Form will determine the rental fee that is assessed. Fees include 30 minutes setup and 15 minute teardown. If additional time is required for preparation of the event, the renter will be charged at the applicable hourly rate. Additional fees may be applied based on the nature of the rental. See Additional Fees and Request. The fees for the use of the Civic Center will be set forth and established in the Brentwood Borough Fee Resolution.

D. Additional Rental Fees and Special Requests

- Rentals requiring additional Borough Staff will be assessed at the rate of \$25.00 per hour per staff member.
- All entertainment (DJ, Performers, Music, etc.) must be approved by the Borough Manager prior to the event.
- Alcohol is only permitted in the Civic Center with an alcohol permit.
- The permit holder is responsible for picking up the key at the Administrative Office Monday through Friday 8:00 am to 3:00 pm. Key(s) may be picked up one day prior to the rental, for Sunday rentals keys may be picked up on Friday. A \$5.00 key deposit is required at the time of pick up. Key(s) must be returned the first business day after the rental. Key deposit will be returned at that time. If the key is not picked up during business hours prior to the event, renter is responsible for contacting the names below to unlock the building or to make arrangements for a police officer to unlock the building the day of the event. If this is required, the renter will be assessed a \$25.00 convenience fee.
- The security deposit request form is to be turned in the first business day after the rental. Security deposits will not be processed or refunded without the form.

First – Public Works Director Robert Mackewich - 412-996-4747

Second – Assistant Public Works Director Vitale Alexandrov - 952-210-7334

Third – Parks & Recreation Director Jim Attanucci - 412-969-7535

§ 155-9 Community Room

A. Hours of Operation

Facility may be rented between the hours of 8:00 am –11:00 pm

The premises to be vacated and locked by 11:30 pm

B. Permitted Uses

The Brentwood Borough Community Room is located in the Brentwood Borough Park, 3501 Brownsville Road, Brentwood, PA downstairs of the Brentwood Borough Library. Entrance is located behind the Library is available for use throughout the year to residents for private functions. Facilities include a small kitchen and bathroom facilities.

Room Size: 44 feet X 44 feet

Capacity: 100 persons (Max)

Social activities.

Anniversary

Birthdays

Organization's Meetings

Graduation

Showers

Retirement

Other—To be approved by Borough.

Equipment: Tables and chairs are available.

Typically there are:

5 8ft. rectangular tables, 6 ft. rectangular tables, 100 chairs

Kitchen: Refrigerator, Sink, Stove

C. Fees

Rentals are granted in 1-hour increments, with a minimum of 2 hours for private functions and 1 hour for business, unless otherwise specified. An individual's residency status or organization status at the time of completing a Facility Rental Request Form will determine the rental fee that is assessed. Fees include 30 minutes setup and 15 minute teardown. If additional time is required for preparation of the event, the renter will be charged at the applicable hourly rate. Additional fees may be applied based on the nature of the rental. See Additional Fees and Request. The fees for the use of the Community Room will be set forth and established in the Brentwood Borough Fee Resolution.

D. Additional Rental Fees and Special Requests

- Rentals requiring additional Borough Staff will be assessed at \$25.00 per hour per staff member.
- All entertainment (DJ, Performers, Music, etc.) must be approved by the Borough Manager prior to the event.
- Alcohol is NOT permitted in the Community Room at any time.
- The permit holder is responsible for picking up the key at the Administrative Office Monday through Friday 8:00 am to 3:00 pm. Key(s) may be picked up one day prior to the rental, for Sunday rentals keys may be picked up on Friday. A \$5.00 key deposit is required at the time of pick up. Key(s) must be returned the first business day after the rental. Key deposit will be returned at that time. If the key is not picked up during business hours prior to the event, renter is responsible for contacting the the names below to unlock the building or to make arrangements for a police officer to unlock the building the day of the event. If this is required, the renter will be accessed a \$25.00 convenience fee.
- The security deposit request form is to be turned in the first business day after the rental. Security deposits will not be processed or refunded without the form.

First – Public Works Director Robert Mackewich - 412-996-4747

Second – Assistant Public Works Director - Vitale Alexandrov 952-210-7334

Third – Parks & Recreation Director - Jim Attanucci 412-969-7535

§ 155-10 Borough Building

A. Hours of Operation

Facility may be rented between the hours of 8:00 am – 10:00 pm Sunday through Saturday.

The premises to be vacated and locked by 11:00 pm

B. Permitted Uses

The Brentwood Borough Building is located at 3624 Brownsville Road, Brentwood is available for use throughout the year to residents for private functions.

Room Size: 39 feet X 69 feet – Main Room

28 feet X 38 feet – Small Room

Capacity: 75 persons (Max)

Social activities.

Anniversary
Organization's Meetings
Graduation
Showers
Retirement
Other—To be approved by Borough.

Equipment: Tables and chairs are available.

Typically there are

7 white/gray plastic tables (6 ft. x 2.5 ft.), 57 wooden chairs in council chambers
69 folding chairs in large ballroom

Kitchen: None

C. Fees

Rentals are granted in 1-hour increments, with a minimum of 2 hours for private functions and 1 hour for business, unless otherwise specified. An individual's residency status or organization status at the time of completing a Facility Rental Request Form will determine the rental fee that is assessed. Fees include 30 minutes setup and 15 minute teardown. If additional time is required for preparation of the event, the renter will be charged at the applicable hourly rate. Additional fees may be applied based on the nature of the rental. See Additional Fees and Request. The fees for the use of the Borough Building will be set forth and established in the Brentwood Borough Fee Resolution.

D. Additional Rental Fees and Special Requests

- Rentals requiring additional Borough Staff will be assessed at \$25.00 per hour per staff member
- All entertainment (DJ, Performers, Music, etc.) must be approved by the Borough Manager prior to the event.

- Alcohol is NOT permitted in the Borough Building at any time.
- The permit holder is responsible for picking up the key at the Administrative Office Monday through Friday 8:00 am to 3:00 pm. Key(s) may be picked up one day prior to the rental, for Sunday rentals keys may be picked up on Friday. A \$5.00 key deposit is required at the time of pick up. Key(s) must be returned the first business day after the rental. Key deposit will be returned at that time. If the key is not picked up during business hours prior to the event, renter is responsible for contacting the the names below to unlock the building or make arrangements for a police officer to unlock the building the day of the event. If this is required, the renter will be accessed a \$25.00 convenience fee.
- The security deposit request form is to be turned in the first business day after the rental. Security deposits will not be processed or refunded without the form.

First – Public Works Director - Bob Mackewich - 412-996-4747

Second – Assistant Public Works Director - Vitale Alexandrov 952-210-7334

Third – Parks & Recreation Director - Jim Attanucci 412-969-7535

§ 155-11 Stadium

A. Stadium: Use Permit is required for any organized group of ~~five (5)~~ ten (10) or more.

B. Hours of Operation:

Facility may be rented between the hours of 8 am - 11:00 pm Monday through Sunday.

The premises to be vacated and locked by 11:30 pm

C. Permitted Uses

The Brentwood Borough Stadium is located in the Brentwood Borough Park, Park Drive, Brentwood, PA. It is leased by the Brentwood Borough School District. It is utilized by the Brentwood Borough Youth Sporting Leagues.

D. Fees:

Rentals are granted in 1-hour increments, with a minimum of 2 hours for private functions and 1 hour for business, unless otherwise specified. An individual's residency status or organization status at the time of completing a Facility Rental Request Form will determine the rental fee that is assessed. If additional time is required for preparation of the event, the renter will be charged at the applicable hourly rate. Additional fees may be applied based on the nature of the rental. See Additional Fees and Request. The fees for the use of the Stadium will be set forth and established in the Brentwood Borough Fee Resolution.

E. Restroom Facilities:

Restroom facilities will be opened and inspected prior to event/use by the Permittee. Renter is responsible for the condition of the restroom facilities during their event/use. If more than one (1) organization is using the stadium and both request the use of the Restroom facilities, both organizations will be equally held responsible. If more than one organization is using the stadium/practice field, all organizations using the stadium facility will be ultimately responsible for their condition even though members of the other organization may use the facilities. Permittee is to pick up key at the Administrative Office prior to the event or season and return the first business day after the event or end of season.

F. Concession Stands

The various concession stands located in the Stadium are only available for use through a separate concession stand rental agreement made with the Borough of Brentwood. All concession stand agreements are subject to Borough Council approval.

G. Additional Rental Fees and Special Requests

- Rentals requiring additional Borough Staff will be assessed at \$25.00 hour per staff member.
- All entertainment (DJ, Performers, Music, etc.) must be approved by the Borough Manager prior to the event.
- Alcohol is NOT permitted in the Stadium at any time.

H. Stadium and Field Rules and Requirements

Organized use of the Brentwood Stadium requires a Use Permit. The Fields/Facilities are only available for use during park hours.

- No animals (except to assist persons with a disability i.e.: service dogs)
- Borough Staff will designate the location of available restrooms.
- Adult supervision of field activities is mandatory. The user organization is responsible for the conduct of participants and spectators during their permitted time.
- Soccer goals must have turf wheels attached. Other sport equipment must be lifted when moved. NO dragging allowed.
- No motor vehicles allowed on the field surface except for maintenance or emergency.
- No bicycles, skates, or motor vehicles shall be allowed on the field surface or track.
- No food or drink, except water and sport drinks, shall be permitted on the field or track.
- No alcoholic beverages allowed.
- No glass containers or aluminum cans allowed.
- No sunflower seeds or gum allowed.
- No tobacco products allowed.
- No fireworks or any open flame allowed.
- No golfing, shot putting, javelin or discus throwing allowed.
- No use of model planes or rockets.
- No chalking, tape or other adhesive material shall be placed on the field or track surface.
- No painting shall be placed on the field surface without prior approval by the Borough.
- No stakes, spikes or other pointed materials may be used for anchoring anything on the athletic fields.
- **No metal cleats, only rubber cleats allowed, Only ¼” track spikes or shorter may be used on the rubber track.**
- Walkers and joggers may **NOT** use the track when official events are taking place. (i.e. games)
- Hanging or climbing on the football or soccer goal posts is prohibited.
- No formal practice or games without prior field reservation (Use Permit). Reservation must adhere to designated field, unless approval is given by the Borough. Fields may be closed at any time due to safety related or maintenance concerns. Failure to comply with these rules will result in immediate cancellation of permit.
- Any users found to be in violation of the guidelines outlined in this policy will be subject to all applicable fines and penalties, including loss of future permitting and use privileges.
- The Borough of Brentwood reserves the right to revoke or deny a permit as necessary if the field needs to be closed for immediate repair.

I. Special Events/Game Events

A special event is a sporting, cultural, business or other type of unique activity, occurring for a limited or fixed duration (one-time, annual) and presented to a live audience, that impacts the Borough of Brentwood by involving the use of, or having impact on, the public realm, (owned, leased or controlled by the Borough of Brentwood). It usually occurs on the public realm (Brentwood Park/Stadium/Fields/Facilities) but sometimes can ‘spill over’ from private property.

Activities that are part of a regular series are not deemed special events, unless they are an atypical activity outside the ordinary (e.g. A regular scheduled football game is not a special event, but the Playoff Game is a special event.) Also excluded are construction-related permitting and film permits.

Notwithstanding any other provision of this Facilities Agreement, the stadium and all other athletic facilities in the park shall be subject to the control of the Brentwood Borough Council, and any and all use of the stadium and other athletic facilities shall be subject to the Borough’s discretion.

****Rental Fee and all other fees addressed in this policy are due 10 days prior to event.**

SPECIAL EVENT/GAME DAY RENTAL PERMIT: An Event Permit is required for any Special Event or Game for any Non-Resident/Non-Borough Organization that wishes to use any Borough Facility to host their Special Event or Game. *In addition to the Event Permit fee, renters will be required to pay the Event Hourly Rental Rate.*

INSURANCE: Renter is responsible for obtaining event insurance, naming the Borough as an additional insured under the contract of insurance, and providing comprehensive general liability insurance with respect to the renter’s use of the stadium athletic facilities, with the amount of such insurance being not less than one million dollars (1,000,000) in liability coverage. A policy certificate of such coverage will accompany the Facility Rental Application.

MEDICAL SUPERVISION: It is the renter’s responsibility to provide a trainer duly licensed to practice in the Commonwealth of Pennsylvania.

OTHER SUPERVISION: Two (2) Brentwood Borough Police Officers and one (1) Brentwood Department of Public Works employee is included with any Event/Game rental. Additional police supervision may be required depending on estimated attendance. If it is determined that additional police supervision is required, the renter shall be responsible for each additional police officer a minimum of four (4) hours at the Borough approved rate as determined in the Borough’s Fee Resolution.

- 1,000 or less: two (2) Police Officers (included in original fee)
- 1,000-2,000: three (3) Police Officers (renter responsible for the cost of one (1) additional Police Officer a minimum of four (4) hours)
- 2,000-Full Stadium: four (4) Police Officers (renter responsible for the cost of two (2) additional Police Officers a minimum of four (4) hours)

MAINTENANCE: The Borough will inspect the synthetic turf field, bleacher, press box, and ticket booth before renter’s game. The Borough agrees to perform any maintenance necessary in regard to any repairs needed of the Synthetic Turf Field and other facilities, provided, however, that the Borough will not be required to make any capital expenditure to improve or correct any deficiency unless deemed necessary by the Borough of Brentwood Council. Based on expected

crowd size, at renter's expense per employee, Borough Public Works employees are required to be present during event:

- 1,000 or less: one (1) Public Works employee (included in original fee)
- 1,000-2,000: two (2) Public Works employees (renter responsible for the cost of one (1) additional DPW employee a minimum of four (4) hours)
- 2,000-Full Stadium: three (3) Public Works employees (renter responsible for the cost of two (2) additional DPW employee a minimum of four (4) hours)

CONCESSION STAND: All usage of any concession stand is done through a separate Borough agreement. Borough Organizations who have existing concession stand agreements will be offered the opportunity to operate the concession and benefit from the revenue generated before an agreement is made with the renter. If there is not any existing concession stand agreement in place at the time of the Special Event/Game the Borough shall have the first right of refusal to operate the concession stand during the Special Event/Game. If the Borough declines to operate the Concession Stand during the Special Event/Game, then the Borough may consider permitting the renter the opportunity to utilize the Concession Stand at the additional fee.

PRESS BOX/STADIUM SCOREBOARD: A Brentwood Borough employee must be hired to oversee and operate the sound system, scoreboard, and message center at \$25/hour. Renter may provide personnel (up to 4) that may be present and assist in the press box.

- (a) No display on the stadium scoreboard of any pictorial or verbal information, advertising or signage, except for those items that are approved by the Borough.
- (b) The Borough reserves the right to determine in its sole and exclusive discretion which persons or entities may make use of the stadium scoreboard.

AFTER GAME CLEANUP: Renter is responsible to clean and pick up all trash off field, stands, and all stadium premises. If trash or damages are left after game event, fees will be assessed and taken out of security deposit.

ALL rules and regulations outlined in this policy must be followed at all times. Failure to comply with these rules can result in loss of scheduled time in the facility and possible fines.

A. Dek Hockey Rink: Use Permit is required for any organized group of ~~two (2)~~ five (5) or more.

B. Hours of Operation:

Facility may be rented between the hours of 8 a.m. – 11 p.m. Monday through Sunday. The premises to be vacated and locked by 11:30 pm.

C. Fees

Use of Dek Hockey rink is available to Borough Residents (proof of residency required) at no charge when there is not a Borough sponsored events or programs taking place. Use is based on a first come/first serve basis by the residents. However, any organized event requiring the use of rink shall first be approved by the Borough. Fees will be set forth in the annual Brentwood Borough Fee Resolution.

D. Additional Rental Fees and Special Requests

- Rentals requiring additional Borough Staff will be assessed for additional fees to cover the hourly wages of each staff member.
- All entertainment (DJ, Performers, Music, etc.) must be approved by the Borough Manager prior to the event.

E. Rules and Regulations

1. General

- No alcohol or tobacco products are permitted in the rink area.
- No food or drinks except water and sport drinks are allowed within rink boundaries.
- No painting, chalking, tape or other adhesive material shall be placed on the deck surface without prior approval.
- No animals. (Except service dogs.)

2. Equipment

- Dek hockey shin pads of any kind must be worn by all players, except goalies who are required to wear goalie pads.
- Gloves of any kind must be worn. No cut out fingers will be allowed.
- If under the age of 18, players must wear a helmet, full face shields or mask and mouthguard. It is recommended for person over the age of 18
- All players must wear elbow pads.
- Only rubber sole tennis shoes and roller blades allowed.

Borough Staff reserves the right to refuse service to any participant and/or spectator who violates any policy or procedure or engages in any verbal and/or physical abuse of the Athletic Fields or Borough Staff.

UNAUTHORIZED USERS WILL BE ASKED TO LEAVE. FAILURE TO COMPLY IS SUBJECT TO ENFORCEMENT PER PENNSYLVANIA PENAL CODE.

§ 155-13 Amendments to facilities rental policy.

The foregoing policy and procedures may be amended from time to time by a majority vote of the Council.

§ 155-14 Severability

If any sections, sentence or provision of this article or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions or applications of this article which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable.

§ 155-15 Repealer

All prior resolutions or Facility Rental Policies are hereby repealed in whole or in part to the extent inconsistent herewith.

§ 155-16 Effective Dated

The provisions of this article shall take effect on February 23, 2016, and shall remain in effect until rescinded or revised.

RESOLVED AND ADOPTED by the Council of the Borough of Brentwood, County of Allegheny and Commonwealth of Pennsylvania, meeting in regular and public session, this 23rd day of February, 2016.

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky, P.E.
Borough Manager

John Frombach
President of Council

EXHIBIT “A”

POLICY AND PROCEDURE FOR FIELD AND RECREATION AREA PERMITS

I. Permit Priority Rating

Field permits will be issued with the following priority rating:

- A. Brentwood Borough
- B. Brentwood Borough School District
- C. “Recognized” Brentwood Borough Organizations
- D. Borough Organizations
- D. Others

II. Allocation of Fields and Recreation Areas

Season(s)	Applications for Permits May be Submitted Beginning	Permit Effective Dates	Length of Season
Spring/Summer	February 15 th	April 1 st - July 31 st	Average 16 weeks
Fall	June 15 th	August 1 st –November 30 th	Average 16 weeks
Winter	October 15 th	December 1 st –March 30 th	Average 16 weeks

- A. Brentwood Borough reserves the right to increase/decrease the number of fields assigned to an organization based upon but not limited to; enrollment changes, changing demographics, unavailability of fields due to maintenance or priority scheduling, abusive usage, failure to use assigned fields, and/or failure to pay fees and submit seasonal information on time or due to new fields becoming available.
- B. The organization that has the greatest need for the fields based on the current year’s ratio of teams per field may be assigned additional fields as they become available.
- C. Due to maintenance factors, the design of fields, geographical location, boundary changes, or because of “new Fields” becoming available or upgraded, organizations may be assigned some different fields from season to season and within current season.
- D. The Borough will do its best to treat all organizations equally when approving permit applications. In the event two or more organizations request the same field times, preference will be given to the organization with the longer history as a Borough Organization. In the event two or more organizations request the same field time, preference of desired field time slots will be given to the organization with the longer history as a Borough Organization. It is expected that recognized borough organizations cooperatively and willingly work together at Seasonal Permitting meetings to work out all scheduling issues.

III. Assigning and Scheduling New Fields or Recreation Areas

It is Brentwood Borough's policy that the use of the new fields will be assigned according to the following priorities:

- A. Brentwood Borough
- B. Brentwood Borough School District
- C. "Recognized" Brentwood Borough Organizations
- D. Borough organization
- E. Other

IV. Organizations Requirements for Retaining "Recognized" Status

*** On a seasonal basis, organizations are to attend a field user meeting for their respective season.**

*** The following information MUST be submitted on or before the Permit Application Due Date and kept on file with the Borough of Brentwood.**

- 1. President, Vice President, Executive Director and a contact person for general registration including name, title, address, home and work numbers and email addresses
- 2. A copy of the organization's bylaws, a statement of the organization's philosophy, goals, age range, and skill levels the organization is offering (these are needed only once, or as changes are made in the program or requested by the Borough)
- B. The organization is required annually to provide \$1 million in general liability insurance listing Brentwood Borough as additional insured. The limits of this coverage shall be up to those imposed by the State of Pennsylvania. A copy of this policy must be on file with Brentwood Borough.
- C. On a seasonal basis, the organization must present to the Borough a Roster Form with each participant's name, age, address and respective sport two weeks after Permit Effective Date (see below) along with a signed and notarized affidavit stating that the information is true and accurate. This is required to confirm Borough Organization Status (see section 155-2 of Borough Facility Rental Policy). **(NOTE: The Borough will NOT retain this information other than the affidavit.)**
- D. Annually, it is required that organizations and teams conduct background checks in compliance with Pennsylvania Act 153 of 2014 and subsequent changes on all volunteer and paid coaches 14 years or older within their association and present to Brentwood Borough copies of all such clearances, along with a notarized affidavit stating the information is true and correct and that all coaches within their association meet their clearance requirements. Note: The Borough will not retain this information other than the affidavits.

- E. Organizations are encouraged to demonstrate willingness to cooperate with Brentwood Borough and with each other when and if scheduling issues arise.
- F. Failure to follow these guidelines may result in revocation or suspension of recognized status.

V. Request for Permits

- A. The organization must submit written Field Request Permit (see approximate dates below)
- B. Season Permits will be issued to organizations. The Recreation Director will work only with the President/Director of these organizations. It is the responsibility of the organization to schedule games and practices.
- C. Permit application is the physical permit after approval from Brentwood Borough. Organization must have permit with them at all times.
- D. The below dates/seasons have been established for the recognized organizations. This is necessary in order to discourage different seasonal sports from overlapping and causing field use conflict, to maintain control over fields when fields are used, and to stay systematically monitor fields conditions based upon use.

Season	Permit Application Due Date	Meeting Date	Permit Effective Dates ¹	Length of Season
Spring/Summer	March 1 st	Mid- March	April 1 st - July 31 st	Average 16 weeks
Fall	July 1 st	Mid-July	August 1 st –November 30 th	Average 16 weeks
Winter	November 1 st	Mid-November	December 1 st –March 30 th	Average 16 weeks

¹ Permit Effective Dates may overlap by no more than 10 days with Borough approval

- E. The Borough highly suggests that those organizations with the same seasons meet prior to submitting their permit application in order to work out scheduling. The Borough will do its best to treat all organizations equally when approving permit applications. In the event two or more organizations request the same field times, preference will be given to the organization with the longer history as a Borough Organization.

NOTE: Reallocation or subletting of fields by permit holder is strictly prohibited. If permitted fields are going unused, the unused times and dates must be turned back into Brentwood Borough so that they can be made available to others. Failure to do so can result in permit revocation and future permitting restrictions.

VI. Field Closure Policy

Brentwood Borough reserves the right to close any field due to poor field conditions. Organizations failing to honor any field closures are subject to fines (established to cover the cost of repair) and/or revocation of their Field Permit. It is the responsibility of the field users to know the status of any given field to maintain safe and playable field conditions.

VII. Special Tournament Requests

- A. Organization shall make written request to conduct tournaments. The written request must be received a minimum of 30 days in advance and should include the following:
 - 1. Dates and hours of usage and the fields requested
 - 2. Additional portable toilet services
 - 3. Additional structures, bleachers, tents, concession stand, area fences
 - 4. Additional maintenance lines, heavy drag, mowing. Etc.
- B. Non-recognized organizations, residents and non-residents are required to pay in full the hourly rental fees and other related fees associated with the additions services required to conduct a tournament prior to the event being held.
- C. All organization shall provide general liability insurance and list Brentwood Borough as additional insured. The limits of this coverage shall be up to those imposed by the State of Pennsylvania.
- D. The Borough may require that the organization provide security depending on the nature of the event.

VIII. Field Maintenance for Recognized Organizations

- A. Brentwood Borough will paint all field lines (only for Brentwood School District)
- B. Brentwood Borough will install home plate and pitching rubber once per season on all ball fields.
- C. Brentwood Borough will provide general maintenance. Infields are scheduled for dragging when needed. It is the responsibility of each organization to mark lines and set bases. (Excluding Brentwood High School District)
- D. Organization requiring soccer nets are responsible for placement. Must lift nets over track, not dragged unless nets have wheels.
- E. Organization is responsible for managing all gates for practices and games.
- F. Lights are controlled by Brentwood Borough and are on a set timer. If additional time is need please notify Recreation Director.

IX. Portable Toilets

- A. Brentwood Borough may supply portable toilets in the park.

X. Field and Recreational Facilities Rental Fee (“Non-Recognized” organizations) when available

- A. Fields and other Recreational facilities are available at no charge on a first come, first serve basis to members of the community, when not scheduled by a permit and when field is not posted closed.
- B. Hourly rate are charged for all permits issued to Non-Recognized groups, Borough Organizations Residents, and Non-residents.
- C. Permit fees guarantee a group reserved use of the field.
- D. Fees are approved annually by Brentwood Borough Fee Resolution.
- E. Fees are paid prior to permit effective date.

XI Concession Stands

The various concession stands located in the Stadium are only available for use through a separate concession stand rental agreement made with the Borough of Brentwood. All concession stand agreements are subject to Council approval. No outside tents or concession stands are permitted.

XII. Permit Denial and Revocation

Any users found to be in violations of the guidelines outlines in this policy will be subject to applicable fines and penalties, including loss of future permitting and use privileges. A permit may be denied or revoked if the permit holder or any member of permitted organization:

- A. Violates the guidelines and procedure stated in this policy and Borough Facility Rental Policy, Chapter 155.
- B. Fails to use their permitted field without prior cancellation notification to 3 or more times in any given season.
- C. Uses field that is closed due to weather or undergoing repairs or renovations.

Brentwood Borough reserves the right to revoke or deny permit as necessary.



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 11.b.
ACTION ITEM

SUBJECT: Consider contracting with Metro Fence Comapny for fence repair on Kaiser Field in the amount of \$2880.00 to be paid from the Capital Improvement Fund Line Item 18-454-700 (ACTION ITEM)

DATE: February 27, 2017

PRESENTED Mr. James Attanucci
BY: PARKS AND RECREATION DIRECTOR

SUMMARY:

This is associated with the Borough's improvements of Kaiser Field (Field 4). There are two quotes from Metro fence Company. One quote is for \$2,880.00 with the Borough removing the existing chain link and fittings and the other with for \$3,180.00 with Metro Fence Company removing the chain link and fitting.

Metro Fence Company installed the existing fence on Kaiser Field and also has provided excellent repairs to Tepsic Field this past fall.

BUDGET IMPACT:

The fence will exceed the 2017 Budget by \$341.84. (see below). This is an acceptable amount that should not cause any concern as other line items will come under budget.

Capital Improvement Line Item 18-454-700	\$ 20,000.00
Field 4 Mix and Repair (Encumbered)	\$ 17,461.84
Remaining Available Balance	\$ 2,538.16
Proposed Fence Repair	\$ 2,880.00
Remaining Balance	\$ (341.84)

RECOMMENDATION:

Based on the scope of work and the Borough's experience with Metro Fence Company I recommend contracting with Metro Fence Company for the fence repair on Kaiser Field for the amount of \$2,880.00.

PROS:

These improvements to Kaiser Field will provide a safer playing field. Part of the current fence was damaged due to the construction of dugouts. The fence is missing support rails and is loose. The gate posts are loose due to extreme use and do not open and close properly.

CONS:

None

STRATEGIC GOALS APPLIED:

Strategic Goal 10: Improve Conditions of Infrastructure.

Strategic Goal 5: Improve Borough Wide Property Maintenance

ATTACHMENTS:

Description

Quote /Without Take Down

Quote/With Take Down

Upload Date

2/26/2017

2/26/2017

Type

Cover Memo

Cover Memo



METRO FENCE CO., INC.

2111 Montour West Industrial Blvd.
Coraopolis, PA 15108
Phone: 724.695.8650
Fax: 724.695.8653

Brentwood Athletic Association
Jim Attanucci
P.O. Box 98162
Pittsburgh, PA 15227

Quote #21392-A
February 24, 2017

Reference: Chain Link Fence Replacement At Field #4 At The Brentwood Borough Recreational Complex

Dear Jim:

This quotation includes the cost to provide and install the following material at the location referenced above:

SPECIFICATIONS: **8' and 10' High Chain Link Fence**

Fabric Field Fence.....#9 gauge wire x 2" mesh x 96" high black vinyl coated
Fabric Backstop.....#6 gauge wire x 2" mesh x 120" galvanize coated
Fence Framework.....Existing in place
Fittings.....Heavy duty steel and black vinyl coated and galvanize coated
Post Footers.....All post hole footings dug a minimum of 10" in diameter x 36" deep and completely filled with concrete

QUANTITIES and SCOPE of WORK:

After fabric and fittings are removed by others, install bottom rail and replace missing middle rail in both of these areas. Remove approximately 24 feet of chain link fence fabric from the rear of the existing backstop.

Provide and install the following materials:

100 lineal feet of new 8' high black vinyl coated fence fabric
10 – Sets of 8' high black vinyl coated fittings
25 lineal feet of 10' high fabric on the back of the backstop

Installation of the materials above provided by our crews.

As discussed, fence fabric in front of the dugouts will be installed after frame work is painted by others.

Total Materials & Labor **\$ 2,880.00**

Please note: Prices are valid for 30 days from date of quote and material is subject to availability at the time of order

Terms.....Net 30 days after completion

Delivery.....Work can begin in 3 to 4 weeks after acceptance, depending upon backlog at that time.

Warranties.....1 year on all material and labor plus any manufacturer's warranties

I hope this quotation provides you with the information you had desired. Please feel free to call me if you have any questions or if I can be of any further assistance. To accept this proposal, please sign the acceptance form on the back and return one copy to Metro Fence. Once we receive the acceptance we will schedule a crew for the work.

Sincerely,

Jeffrey M. Zwergel

Jeffrey M. Zwergel JMW/llg
Sales Manager



METRO FENCE CO., INC.

2111 Montour West Industrial Blvd.
Coraopolis, PA 15108
Phone: 724.695.8650
Fax: 724.695.8653

Brentwood Athletic Association
Jim Attanucci
P.O. Box 98162
Pittsburgh, PA 15227

Quote #21392
February 23, 2017

Reference: Chain Link Fence Replacement At Field #4 At The Brentwood Borough Recreational Complex

Dear Jim:

This quotation includes the cost to provide and install the following material at the location referenced above:

SPECIFICATIONS: 8' and 10' High Chain Link Fence

Fabric Field Fence.....#9 gauge wire x 2" mesh x 96" high black vinyl coated
Fabric Backstop.....#6 gauge wire x 2" mesh x 120" galvanize coated
Fence Framework.....Existing in place
Fittings.....Heavy duty steel and black vinyl coated and galvanize coated
Post Footers.....All post hole footings dug a minimum of 10" in diameter x 36" deep and completely filled with concrete

QUANTITIES and SCOPE of WORK:

Remove approximately 100 lineal feet of fence fabric on the first and third base sides of the field, which is in front of the dugouts up to the backstop.
Install bottom rail and replace missing middle rail in both of these areas.
Remove approximately 24 feet of chain link fence fabric from the rear of the existing backstop.

Provide and install the following materials:

100 lineal feet of new 8' high black vinyl coated fence fabric
10 – Sets of 8' high black vinyl coated fittings
25 lineal feet of 10' high fabric on the back of the backstop

Installation of the materials above provided by our crews.

As discussed, fence fabric in front of the dugouts will be installed after frame work is painted by others.

Total Materials & Labor \$ 3,180.00

Please note: Prices are valid for 30 days from date of quote and material is subject to availability at the time of order

Terms.....Net 30 days after completion

Delivery.....Work can begin in 3 to 4 weeks after acceptance, depending upon backlog at that time.

Warranties.....1 year on all material and labor plus any manufacturer's warranties

I hope this quotation provides you with the information you had desired. Please feel free to call me if you have any questions or if I can be of any further assistance. To accept this proposal, please sign the acceptance form on the back and return one copy to Metro Fence. Once we receive the acceptance we will schedule a crew for the work.

Sincerely,

Jeffrey M. Zwergel

Jeffrey M. Zwergel JMW/llg
Sales Manager



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 11.c.
ACTION ITEM

SUBJECT: Consider Resolution No. 2017-20; Agreement with Brentwood School District to Fund Brentwood Day Camp. [ACTION ITEM]

DATE: February 27, 2017

**PRESENTED BY: MR. JAMES ATTANUCCI
PARKS & RECREATION DIRECTOR**

SUMMARY:

In 2016, the School District indicated that they could not fund nor run the Day Camp program and asked if the Borough would consider taking on the cost, as well as administrative duties. For 2017, Brentwood School District is proposing to resume operating responsibilities, with the Borough funding the costs via a lump sum payment to the School District that is equivalent to the difference between admission income and total expenses.

Beginning - June 21 2017

End - July 19, 2017*

*No camp on July 4th

Time: 9:00 AM - 11:40 AM

Days: Monday - Friday

Staff: 9:00 AM - 12:00 PM

Location: High School Cafeteria & Brentwood Park

Attendance: Approx. 100 +/-

Ages: All School Age Children ages 5 years old up to Age 12 years old.

Brentwood Resident's ONLY.

Registration fee of \$75.00 (increase of \$25.00) per participant

Activities:

Section 1: Arts, Crafts, and Music

Section 2: Sports such as kickball, hockey, whiffleball,

Section 3: Outdoor relay races, group activities, and water balloon tosses, etc.

Section 4: Brentwood Pool - Open Swim.

BUDGET IMPACT:

2015 expenditures were approximately \$11,559.16 +/- . This cost was shared between the Brentwood School District and Borough each expending \$5779.60

Disbursements for salaries are projected at \$18,333 compared to 2015 of \$14,485. Difference of \$3848.00

Summary of the Program Budget:

Estimated Revenues = \$7,500

Estimated Expenditures = \$22,500

Profit/Loss = (\$15,00.00)

Borough Subsidy = \$15,000.00

Revenues and Expenses are estimated as follows:

2017 Salary Structure

Director	\$3,307
Swimming Supervisor (2 years of experience)	\$ 768
Outdoor Living Supervisor (2 years of experience)	\$ 768
Arts and Crafts Supervisor (2 years of experience)	\$ 768
Sports	\$ 768
Total	\$6,379

Undergraduate Personnel

Day Camp Secretary (2 years of experience)	\$ 479
Counselors and Department Assistants 25 at \$459	<u>\$11,475</u>
Total	\$18,333

RECOMMENDATION:

PROS:

Continues a long successful program for the Community.

CONS:

Additional Expenses to the Borough.

STRATEGIC GOALS APPLIED:

Strategic Goal 3: Increase Community Involvement within the Borough

Strategic Goal 11: Establish More Benefits of Residency

ATTACHMENTS:

Description	Upload Date	Type
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Resolution No. 2017-20: Summer Day Camp
Exhibit 2 - Revised day_camp_2017_estimated_budget
02-27-17 DAY CAMP AGREEMENT_Draft 2

2/24/2017

Cover Memo

2/27/2017

Cover Memo

2/27/2017

Cover Memo



THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD
PITTSBURGH, PA 15227-3199
Office 412-884-1500 FAX 412-884-1911
www.brentwoodboro.com

RESOLUTION NO. 2017-20

A RESOLUTION OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE BOROUGH OF BRENTWOOD TO ENTER INTO AN AGREEMENT WITH THE BRENTWOOD BOROUGH SCHOOL DISTRICT TO FUND A SUMMER DAY CAMP PROGRAM THROUGH A CONTRIBUTION IN AN AMOUNT NOT TO EXCEED \$13,000.

WHEREAS, the Borough of Brentwood is committed to providing its residents with access to high quality recreational programs; and

WHEREAS, for more than four decades, the Brentwood Borough School District has operated a popular Summer Day Camp program for local youths between the ages of 5 and 11; and

WHEREAS, the Borough recognizes the importance of said program to fostering the continued physical and academic development of area students during those months in which school is not in session; and

WHEREAS, the Borough has historically contributed fifty percent of the operating cost of said program; and

WHEREAS, due to a severe reduction in state aid, the Brentwood Borough School District has indicated that it no longer possesses the necessary financial resources to operate said program; and

WHEREAS, Brentwood Borough Council affirms that said program is keeping with the municipality's mission of providing a high quality of life for local families; and

WHEREAS, the Borough and the Brentwood Borough School District have heretofore negotiated Articles of Agreement for the Borough to fund the Summer Day Camp program for the 2017 season in a not-to-exceed amount of \$13,000, with an exact copy of said Articles of Agreement attached hereto as **Exhibit 1**.

NOW, THEREFORE, BE IT RESOLVED AND ADOPTED by the Council of the Borough of Brentwood, County of Allegheny, and Commonwealth of Pennsylvania, and it is hereby **RESOLVED AND ADOPTED** by the authority of the same that:

1. The Borough of Brentwood hereby accepts and approves the Articles of Agreement negotiated with the Brentwood Borough School District to fund the Summer Day Camp



program, and with an exact copy of said Articles of Agreement attached hereto as **Exhibit 1**.

2. The appropriate officials of the Borough of Brentwood are hereby authorized and directed to execute said Articles of Agreement on behalf of the Borough, and which Articles of Agreement shall be identical in form in content to **Exhibit 1** attached hereto.

RESOLVED AND ADOPTED by the Council of the Borough of Brentwood, County of Allegheny, and Commonwealth of Pennsylvania, meeting in a regular and public session this **27th** day of **February 2017**.

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky, PE
Borough Manager

John Frombach
President of Council



BRENTWOOD DAY CAMP 2017

DATE: February 1, 2017

TO: The Brentwood Borough Council

FROM: Dr. Amy Burch, Superintendent of Schools

RE: 2017 Brentwood Day Camp Budget

Brentwood Day Camp

Estimate 2017

Disbursements by School District:

Salaries Estimate	\$18,333 *
Social Security Estimate	\$ 702 **
Supplies	\$ 50
Clearances	\$ 1,250
Total Pre-Paid by School District	\$20,335

Day Camp Disbursements:

Cookout-Special Events	\$ 500
Shopping Expenses	\$ 50
Arts & Crafts	\$ 500
Music & Swimming	\$ 50
Sports	\$ 100
Miscellaneous Outdoors	\$ 200
Pool Fees	\$ 756
Total Day Camp Disbursements	\$ 2,156
Total Cost	\$22,491

Minus Registration Fees	100 at	<input type="text" value="\$75.00"/>	
		\$100.00	<input type="text" value="\$7,500"/>

Net Cost to the Borough	\$12,491	<input type="text" value="\$14,991"/>
-------------------------	----------	---------------------------------------

* See Salary Structure

** 7.65% Divided in half. (State typically reimburses for half)

BRENTWOOD DAY CAMP

2017 Salary Structure

Director	\$3,307
Swimming Supervisor (2 years of experience)	\$ 768
Outdoor Living Supervisor (2 years of experience)	\$ 768
Arts and Crafts Supervisor (2 years of experience)	\$ 768
Sports	\$ 768
Total	\$6,379

Undergraduate Personnel

Day Camp Secretary (2 years of experience)	\$ 479
Counselors and Department Assistants 25 at \$459	<u>\$11,475</u>
Total	\$18,333



THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD
PITTSBURGH, PA 15227-3199
Office 412-884-1500 FAX 412-884-1911
www.brentwoodboro.com

2017 Summer Day Camp Agreement

THIS 2017 SUMMER DAY CAMP COOPERATION AGREEMENT ("Agreement") is made and entered into this _____ th day of _____, 2017 by and between the BOROUGH BRENTWOOD ("Borough") and BRENTWOOD SCHOOL DISTRICT ("District").

WHEREAS, the Parties to this Agreement desire to cooperate in the *2017 Summer Day Camp* for the collective benefit of the Borough residents.

AND NOW, THEREFORE, in consideration of the mutual covenants undertaken herein, and with the intent to be legally bound, the Parties hereby agree as follows:

1. Purpose, Objectives, and Organizational Structure:

The BRENTWOOD SCHOOL DISTRICT for years has organized and conducted a Summer Day Camp in the Borough. The costs of said Day Camp were divided equally between the District and Borough.

Both the Borough and the District wish to continue to provide this valuable activity to the community by sharing responsibilities associated with the Summer Day. Said responsibilities will include the following:

Brentwood School District – Shall prepare, organize, plan, and conduct all items and tasks associated with the Summer Day Camp as set forth in Exhibit A.

Borough Brentwood – Shall pay the Brentwood School District the Net Expenses of the Summer Day Camp as estimated in Exhibit A with the total amount **NOT-TO-EXCEED \$15,000.00.**

2. Duration:

This Agreement shall be for the period of January 1, 2017 through December 31, 2017.

3. Responsibilities:

Both the Borough and the District agree that the marketing, promotion and advertising for the Summer Day Camp described in this agreement shall include both the Borough's logo and name as well as the Districts.

Brentwood School District:

The District shall be responsible for all tasks and resources associated with the planning, organizing, staffing, and conducting of a Summer Day Camp. The Summer Day Camp shall include, but not be limited to the following:

- Who: The Camp is open to all residents aged 5 to 17.
- What: Brentwood Borough Summer Day Camp Program
Section 1: Arts, Crafts, and Music
Section 2: Sports such as kickball, hockey, whiffle ball, etc.
Section 3: Outdoor relay races, group activities, and water balloon tosses, etc.
Section 4: Brentwood Pool – Open Swim
- When: June 21st – July 3rd and July 5th – July 19th for a total of four (4) weeks.
(No Camp on July 4th).
- Where: Brentwood Borough High School and the Brentwood Park.

It is understood that all personnel involved with the Summer Day Camp will be employees of the District.

The District shall provide the Borough with the name and contact information of the Summer Day Camp Director.

The District shall provide the Borough with copies of all required personnel clearances.

Any issues and/or complaints associated with the Summer Day Camp shall be addressed in a timely manner by the District.

The District shall submit to the Borough all documentation associated with all revenues and expenses associated with the Day Camp by July 31st.

Brentwood Borough:

The Borough shall provide access to the Brentwood Borough Park and any other Borough facility that may be required to conduct the Summer Day Camp. (Note: Coordination for other facilities such as the Civic Center, Community Room, Stadium, etc. will be required to ensure those facilities are available.)

Borough Brentwood shall pay the Brentwood School District the Net Expenses of the Summer Day Camp as estimated in Exhibit A with the total amount **NOT-TO-EXCEED \$13,000.00**.

4. Insurance: It is agreed that all District Employees will have liability insurance coverage and workers' compensation coverage for all aspects of the services rendered encompassed in this Agreement.

5. Immunity and Indemnity: It is agreed by both parties that neither assumes any liability for the acts, omissions, and negligence of the other. Both parties shall indemnify and hold the other harmless from all claims, damages, losses, and expenses arising out of or resulting from the performance of their respective operations under this Agreement.

6. Termination of Agreement: The Parties agree that either the Borough or the District may withdraw at any time from this Agreement by giving **THIRTY (30)** day written notice to every other Party consistent with the provisions of this Agreement.

7. Notice: Any notices required to be forwarded under the terms of this Agreement shall be served at the following addresses via hand delivery, confirmed telecopy *or* via any form of delivery by the United States Postal Service generating a return receipt signed by the recipient thereof.

TO THE DISTRICT:

Mr. Joseph Kozarian
Director of School Police/Facilities Management
Brentwood Borough School District
3601 Brownsville Road
Pittsburgh, PA 15227

TO THE BOROUGH:

George Zboyovsky, P.E.
Borough Manager
Borough of Brentwood
3624 Brownsville Road
Pittsburgh, PA 15227

8. Entire Agreement: This Agreement, along with the Exhibits incorporated herein by reference, comprise the entire agreement between the Parties related to the subject matter of this Agreement, and supersedes any prior agreement, oral or written, between the Parties on the subject matter hereof.
9. Amendment: This Agreement may only be amended in writing, by duly authorized representatives of the Parties, and approved by official action of the Borough Council and District Board of Directors.
10. Non-Assignment and Non-Delegation: No Party may assign any rights or benefits, or delegate any duties or obligations, that are set forth in this Agreement.
11. Severability: If any provision of this Agreement is determined to be legally invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of the Agreement, and this Agreement shall continue to the full extent possible.
12. Dispute Resolution and Jurisdiction: Should a dispute arise between the Parties during the performance of this Agreement, the Parties shall meet to resolve said dispute. At the Parties' discretion, however, a dispute related to this Agreement may proceed directly through litigation or other legal proceeding. All disputes shall be subject to the sole and exclusive jurisdiction of the Court of Common Pleas of Allegheny County, subject to the right of appeal.
13. Non-Waiver: Failure by a Party to declare a breach of this Agreement for default of its terms does not constitute a waiver of any ongoing or subsequent breach or any other right under this Agreement.
14. Governing Law: This Agreement, and all rights and obligations of the Parties hereto, are governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
15. Effective Date: This Agreement is effective retroactively to January 1, 2015..
16. Inurement: This Agreement shall be binding upon and inure to the benefit of all successors in interest to the Parties hereto.
17. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signatures follow on separate page]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have hereby caused this Agreement to be executed by their duly authorized representatives.

Attest:

BRENTWOOD BOROUGH

Borough Manager

By: _____
John Frombach, President of Council

Seal:

Dated: _____

Attest:

BRENTWOOD SCHOOL DISTRICT

By: _____
Name and Title

Seal:

Dated: _____



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 11.d.

SUBJECT: Consider repairs around Field 3 to prevent additional erosion of the hillside, flooding of the dugout and team area and to provide proper drainage to the hillside, dugouts and team areas. [DISCUSSION]

DATE: February 27, 2017

PRESENTED MR. JAMES ATTANUCCI
BY: PARKS AND RECREATION DIRECTOR

SUMMARY:

This is associated with the Borough's improvements to Tepsic Field (Field 3).

Vitale Alexandrov prepared the scope of work and requested and received bids from Roto Rooter and Osiris.

However, there appears to be some additional investigation that is required to ensure that the necessary improvements are made.

G. Zboyovsky, PE investigated the site on Friday, February 24th. His recommendation was to install a french drain at the base of the hillside and add some topsoil to the eroded area and re-vegetate. There is also some runoff issue from the field into the dugout that will need to be looked at.

BUDGET IMPACT:

The Budget associated with the Improvements to Field No. 4 will be slightly over budget. As such, any other improvements would have to come from another line item.

Capital Improvement Line Item 18-454-700	\$ 20,000.00
Field 4 Mix and Repair (Encumbered)	\$ 17,461.84
Remaining Available Balance	\$ 2,538.16
Proposed Fence Repair	\$ 2,880.00
Remaining Balance	\$ (341.84)

RECOMMENDATION:

Further review required.

DPW to install French Drain along hillside and correct erosion issues. Materials to be paid from the General Fund 01-454-240 Operating Supplies - Park.

PROS:

These improvements would halt the erosion of the hillside, eliminate flooding of the dugout and team area and improve the overall draining of the area.

CONS:

Impact on Budget

STRATEGIC GOALS APPLIED:

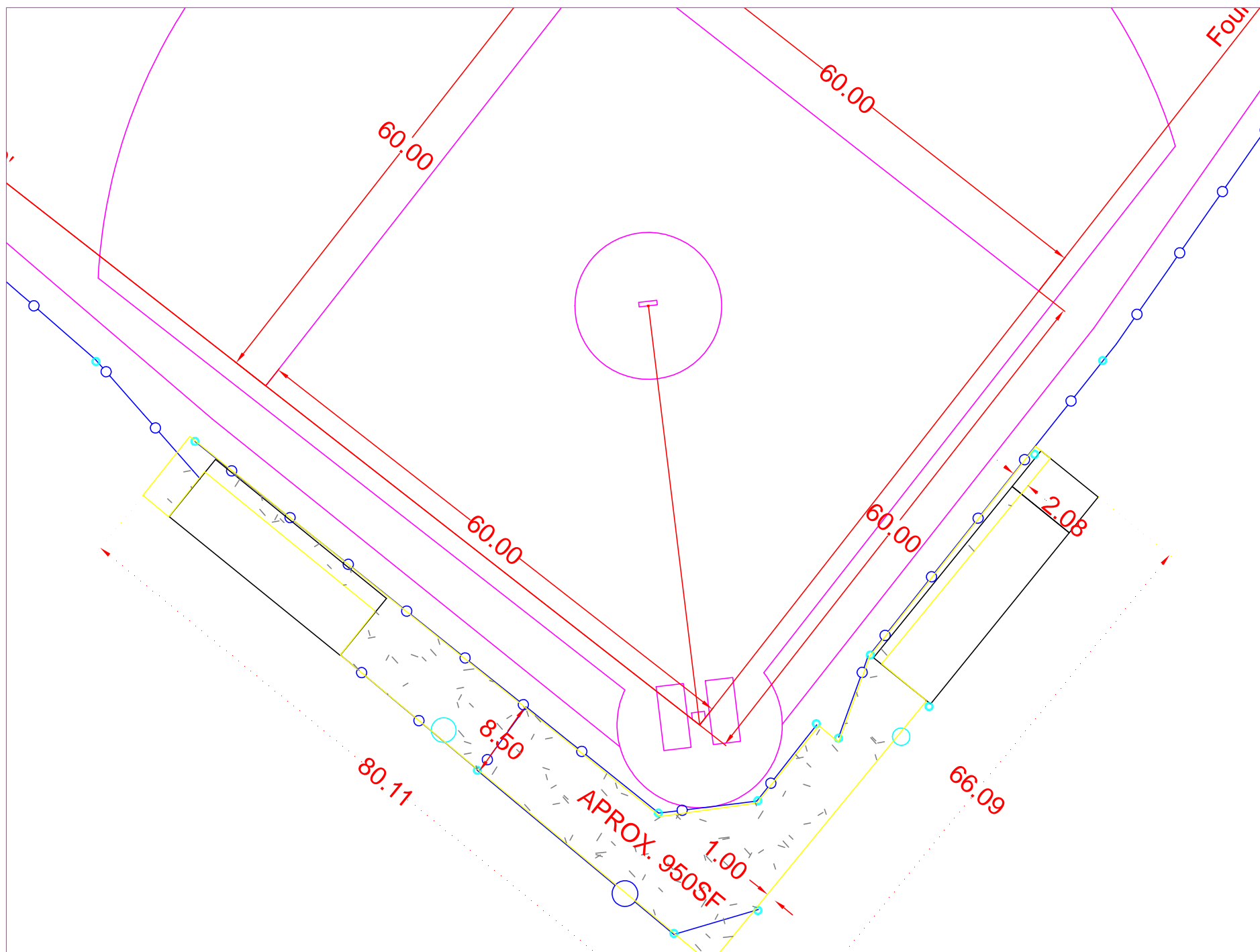
Strategic Goal 10: Improve Conditions of Infrastructure.

Strategic Goal 1: Improve Brentwood Borough's "Reputation".

ATTACHMENTS:

Description	Upload Date	Type
Scope of Work	2/26/2017	Cover Memo
Field 3 Paving	2/26/2017	Cover Memo
Osiris Quote	2/26/2017	Cover Memo
Roto Rooter Field 3 Quote	2/26/2017	Cover Memo

Item	Q-ty	Unit	Unit Cost	Unit Price
1 Removal of existing surface material (approx. 950 SF). 2" below of FFE at both dugouts	950	SF	\$ -	\$ -
2 Grading (approx. 950 sf)	950	SF	\$ -	\$ -
3 Stone Placing (approx. 950 sf, 1" thickness) Stone to be provided by the borough	3.5	CY	\$ -	\$ -
4 Hill Side drainage (minor trench excavation and placing #1 stone approx. 4CY)	4	CY	\$ -	\$ -
5 Baseball Field Support Board (40 LF)	40	LF	\$ -	\$ -
6 Paving 1.5" of 9mm wearing aprox	100	SY	\$ -	\$ -
Total				\$ -



osi

The conversation has been moved to the Trash. [Lea](#)[Move to Inbox](#)

Mail

COMPOSE

FW: Park Filed #3 Trash x

Inbox (856)

Starred

Sent Mail

More labels



Search people...

Denise Assenti

Donna Werner

Donna Werner

George Zboyovsky

George Zboyovsky

George Zboyovsky

**Vitali Alexandrov**

to me

This message has been deleted. [Restore message](#)**From:** osirisent@aol.com [mailto:osirisent@aol.com]**Sent:** Thursday, February 16, 2017 4:45 PM**To:** 'Vitali Alexandrov' <valexandrov@brentwoodboro.com>**Subject:** RE: Park Filed #3

Dear Vitali

My quote for the attached work scope is \$8754.00.

Thank you for the opportunity.

If you have any questions please contact me.

Tony Mescatello

Roto Rooter Field #3 Quote

Item	Q-ty	Unit	Unit Cost	Unit Price
1 Removal of existing surface material (approx. 950 SF). 2" below of FFE at both dugouts	950	SF	\$ 2.50	\$ 2,375.00
2 Grading (approx. 950 sf)	950	SF	\$ 2.50	\$ 2,375.00
3 Stone Placing (approx. 950 sf, 1" thickness) Stone to be provided by the borough	3.5	CY	\$ 5.00	\$ 17.50
4 Hill Side drainage (minor trench excavation and placing #1 stone approx. 4CY)	4	CY	\$ 50.00	\$ 200.00
5 Baseball Field Support Board (40 LF)	40	LF	\$ 5.00	\$ 200.00
6 Paving 1.5" of 9mm wearing aprox	100	SY	\$ 57.00	\$ 5,700.00
Total				\$ 10,867.50



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 12.a.

SUBJECT: Consider entering into a contract with Crime Watch Technologies. [DISCUSSION]

DATE: February 27, 2017

PRESENTED BY: Chief Adam Zeppuhar

SUMMARY:

This pertains to an annual Crime Watch Technologies subscription that will help the police department share information, receive information, and assist in website management.

BUDGET IMPACT:

This is budgeted in the Borough's 2017 General Fund under
Budget Line Item 01-407-457 Police Software/Licenses

01-407-457 2017 Budget = \$7,000

Year to Date Spent or Encumbered = \$2,725.00

Balance = \$4,275.00

Annual Cost = \$2,400.00

Remaining Balance = \$1,875.00

RECOMMENDATION:

Staff recommends entering into this agreement to promote transparency and to provide more knowledge to our residents as it pertains to crime in our community as well as an increased opportunity to report tips to the police department.

PROS:

- Increases general knowledge to our residents and other followers.
- Frees up staff time for various notifications.
- We would now have an option for concerned citizens to provide true anonymous tips with the ability to provide photos.
- The police department would have their own webpage that would be easily accessible and can updated as needed.

CONS:

- Annual costs.

ATTACHMENTS:

Description

Crime Watch Presentation

Crime Watch Quote

Upload Date

2/8/2017

2/8/2017


Type

Cover Memo

Cover Memo



SAFER COMMUNITIES THROUGH **COLLABORATION**

A background image showing several hands holding smartphones. The focus is on the hands and the devices, with a blurred background suggesting a public or social setting. The text is overlaid on a semi-transparent white banner at the bottom.

70% of U.S. adults have smartphones- over 80% use social media

For police, who are charged with the task of community policing, engaging the public in this space is difficult and time-consuming.

A police officer in a dark uniform with a yellow and blue patch is sitting at a desk. The officer is looking at a computer monitor which displays a Facebook page. On the desk, there are several papers, a keyboard, and a small framed photo of a man. The background shows a cubicle wall with some papers and a small plant.

“Law Enforcement Agencies Should Adopt Technology-Based Community Engagement”

-President's 21st Century Taskforce on Community Policing

COLLATERAL DUTY, MISSION CRITICAL **TASK.**

The responsibility of electronic engagement, online reputation management, and digital intelligence gathering typically falls on the shoulders of a single officer or small team.

COMMUNITY POLICING IN THE **DIGITAL ERA.**

More than a website and social media, modern policing demands an operational approach that is driven by the command staff, and supported throughout the organization.



There are too many technology choices and no clear path for success. Each department is now managing a dozen different solutions to try to meet the real-time demand for information.



Law Enforcement Challenge

- Online engagement is demanding
- Too many technology choices
- Very few are built for police
- Learning curve is long
- Costs can be prohibitive
- General lack of support
- No consistency between departments
- Confusion to the public



Unifying the efforts of law enforcement, citizens, private business and media, CRIMEWATCH has built a public safety network driven by public engagement.

- 21st Century Policing for every department, regardless of size or resources
- Professional, authoritative approach to community policing in the digital age
- Single entry system specifically built for law enforcement

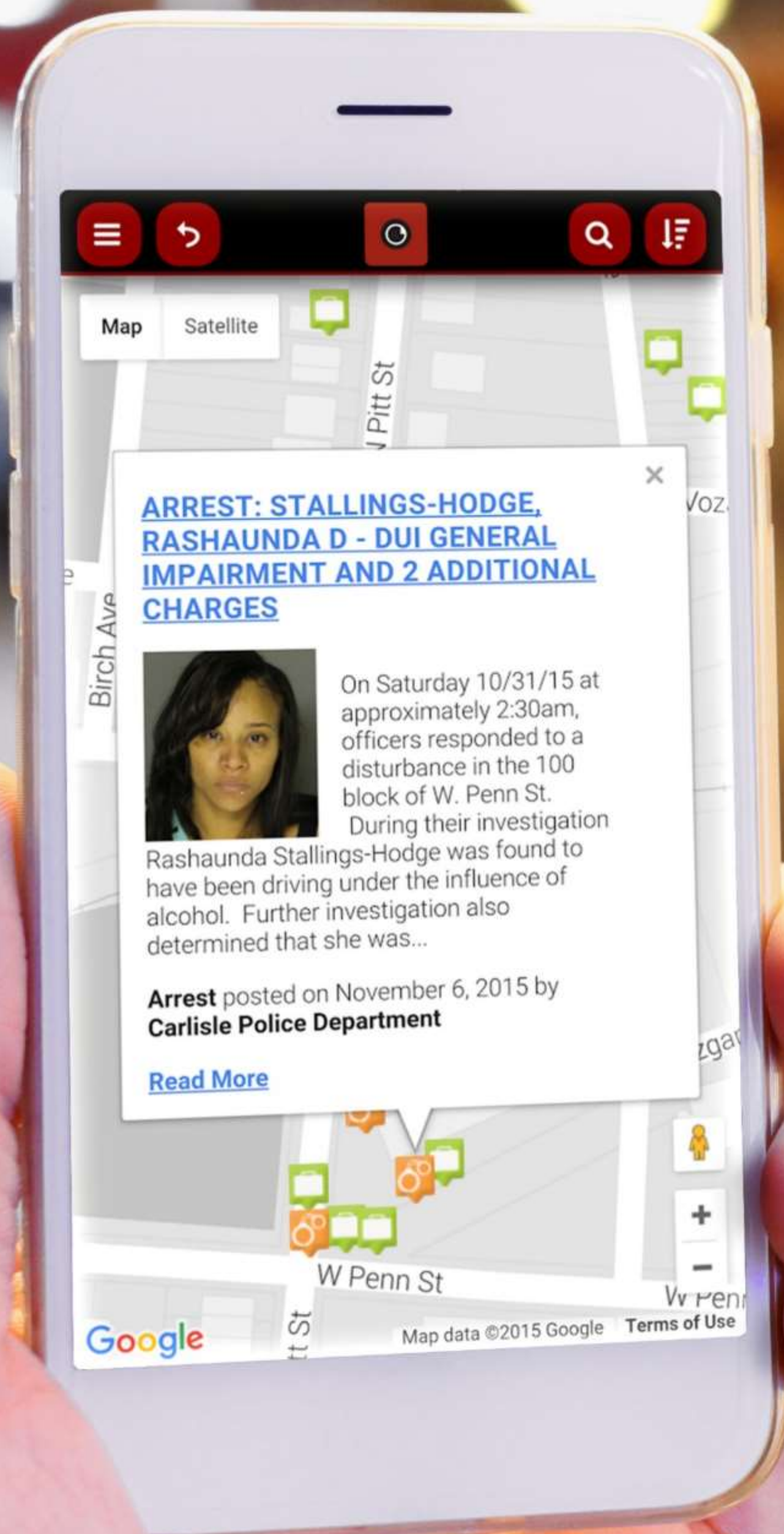


CRIMEWATCH is a time-tested model,
reinvented for the internet age.

Lancaster County
CRIMEWATCH



Lancastercrimewatch.org



Actively deployed throughout Pennsylvania with 22,000 mobile users, 93,000 connected social media users and over 4mm annual unique web visitors

CRIMEWATCH

ARMED ROBBERY- SPEEDWAY CONVENIENCE STORE, 5 HARTMAN BRIDGE ...

Case by East Lampeter Township Police Department
Phone: (717) 291-4676
Email: tips@crimewatchus.com
Reference ID: CWR-13781



At 10:53 pm, Monday, 9/25/15, a White male entered the Speedway convenience store near closing time. The male approached the female clerk at the counter, then displayed a knife and demanded money. The male subject took an undisclosed amount of cash and a carton of cigarettes, then fled in the direction of the Steamboat Inn. The female clerk was not injured. The male suspect was described as a White male, short brown hair, unshaven, with multiple tattoos on both forearms, wearing a black short sleeve shirt and black pants. Anyone with information should submit a tip or contact ELTPD Detective Scott Eelman at (717) 291-4676.

East Lampeter Township Police Department

DATE

Friday, September 18, 2015 - 10:41

LOCATION

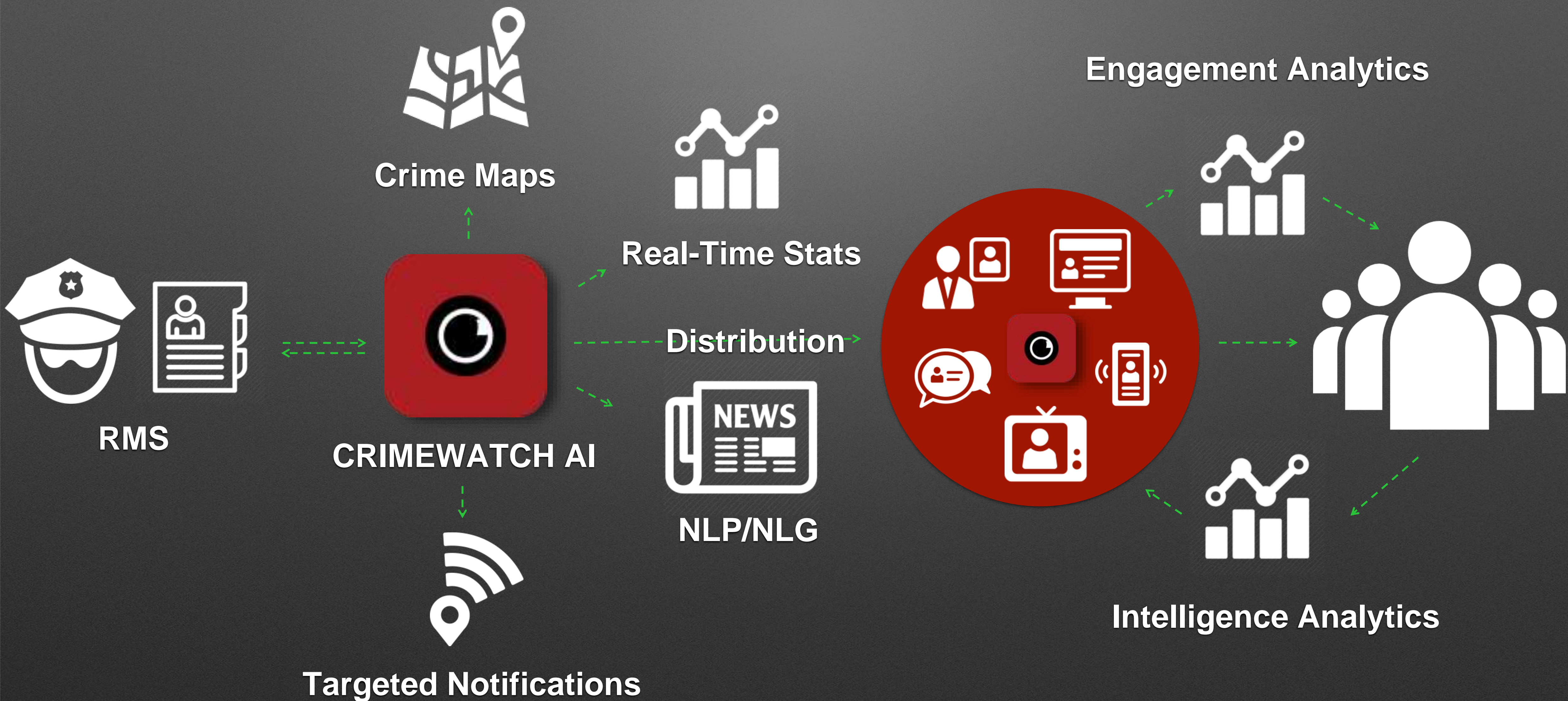
Speedway
5 Hartman Bridge Road
Lancaster, PA 17602

Rapidly distribute information based on targeted geographies, putting information where people will see it- with or without the support of local media.

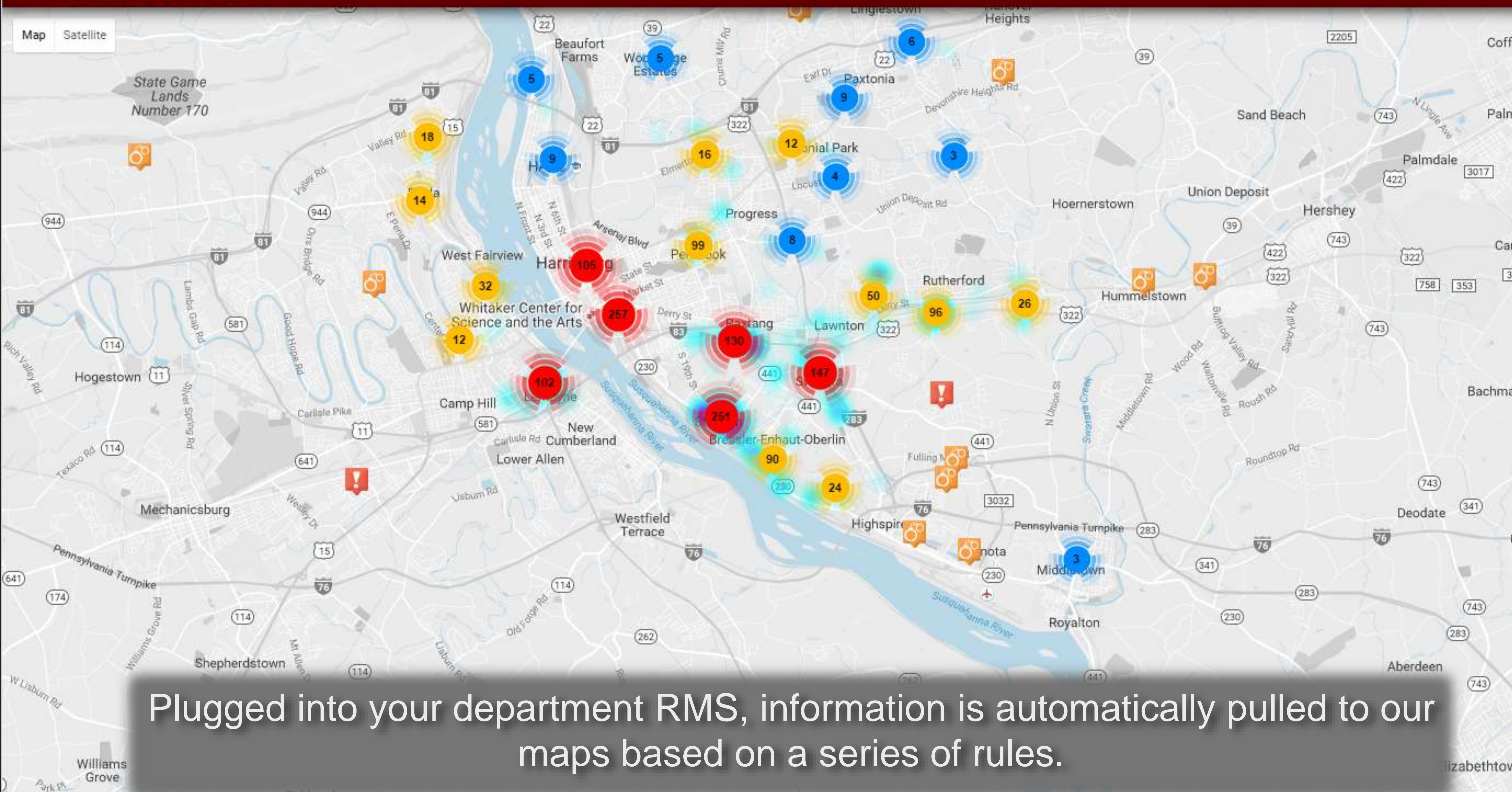
CRIMEWATCH is the smartest and simplest solution for managing all department communications.
Improve transparency, build value, and generate tips that lead to clearances.

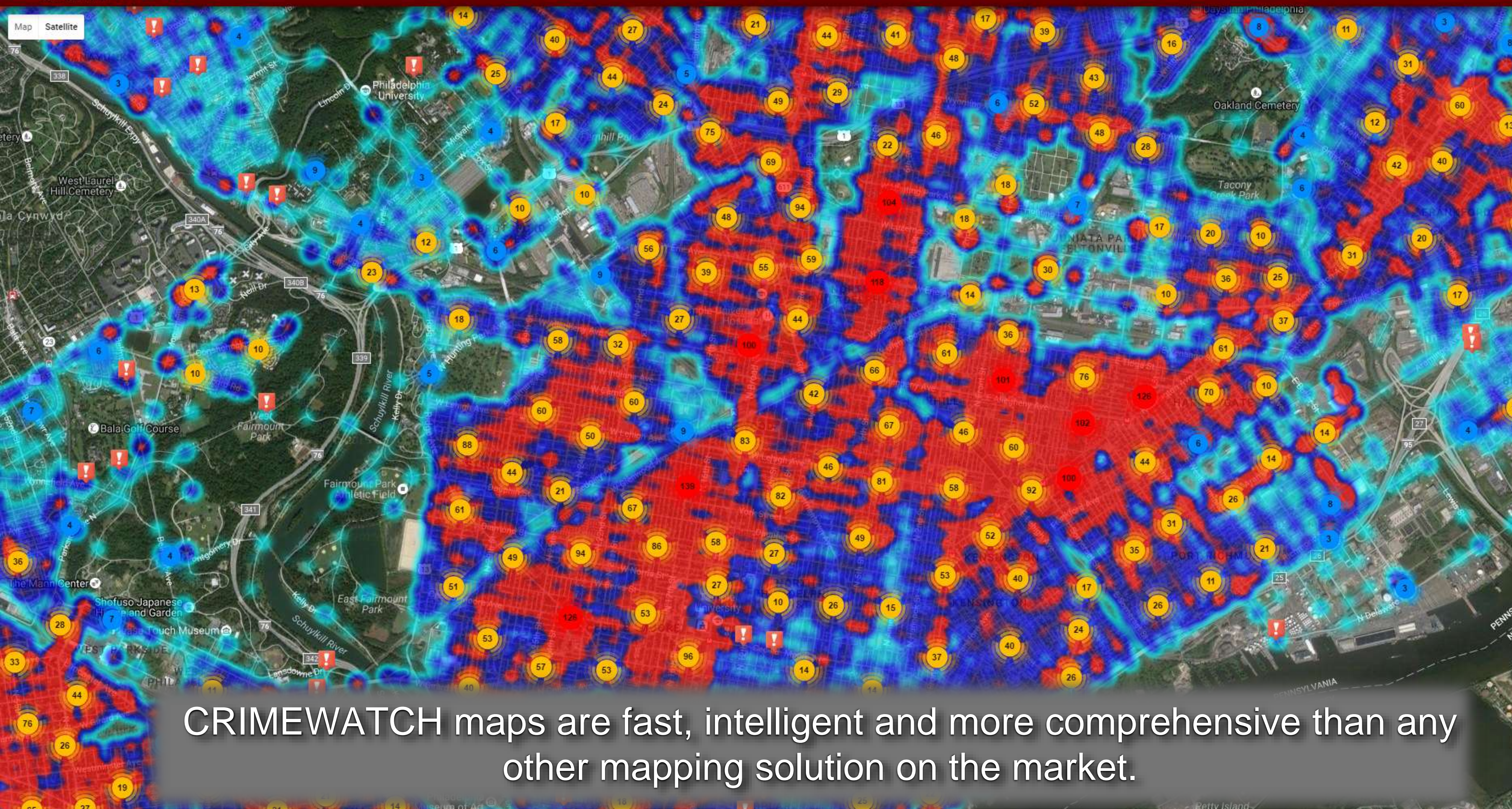


CRIMEWATCH consolidates the entire information-sharing and intelligence-gathering effort into one system.

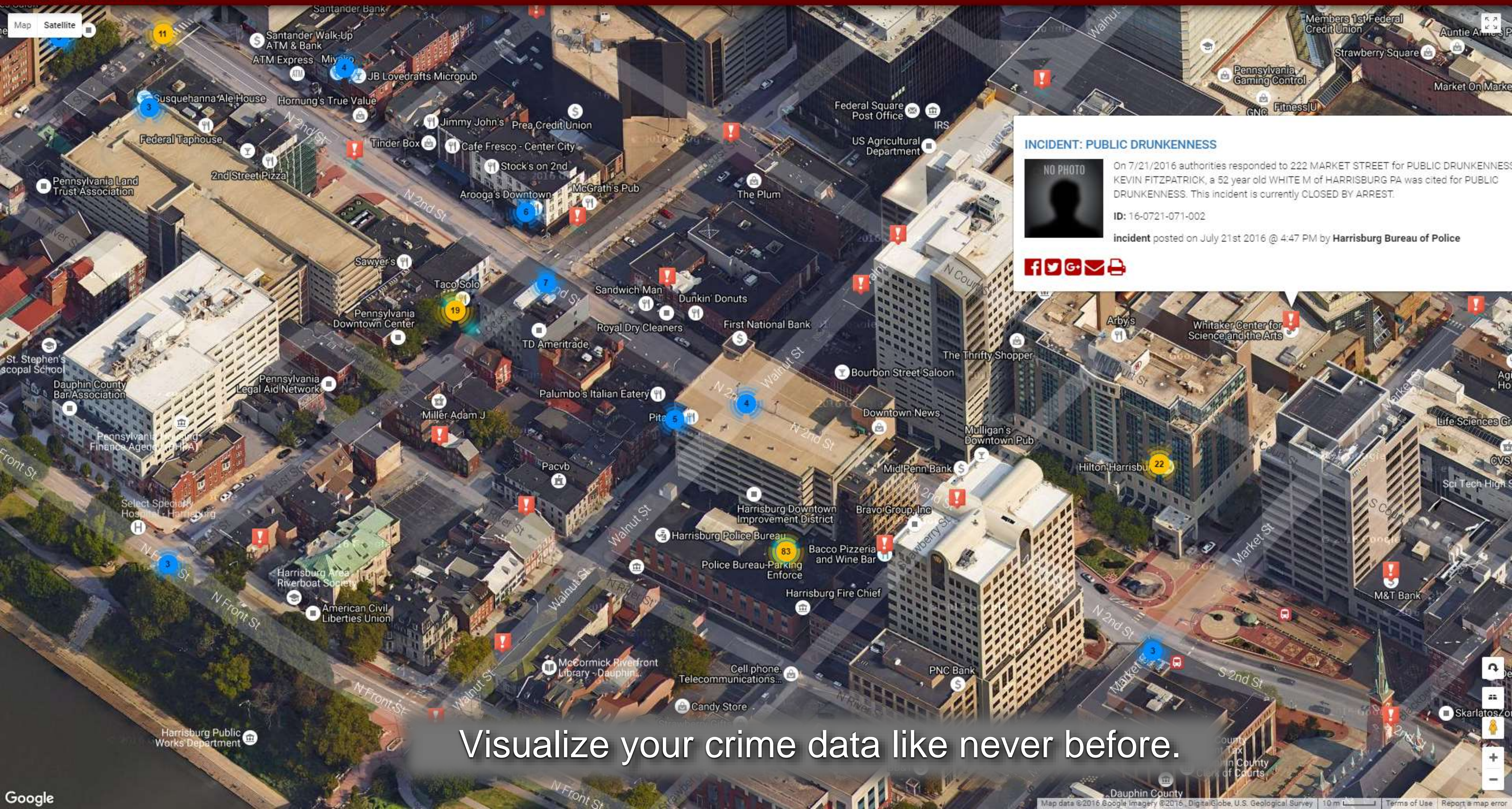


Map Satellite





CRIMEWATCH maps are fast, intelligent and more comprehensive than any other mapping solution on the market.



INCIDENT: PUBLIC DRUNKENNESS



On 7/21/2016 authorities responded to 222 MARKET STREET for PUBLIC DRUNKENNESS. KEVIN FITZPATRICK, a 52 year old WHITE M of HARRISBURG PA was cited for PUBLIC DRUNKENNESS. This incident is currently CLOSED BY ARREST.

ID: 16-0721-071-002

incident posted on July 21st 2016 @ 4:47 PM by Harrisburg Bureau of Police



Visualize your crime data like never before.

Total Incidents

2531

4% From last Week

Avg Response Time

1.32

3% From last Week

Total Males

1,900

4% From last Week

Total Females

667

5% From last Week

Total Population

72,315

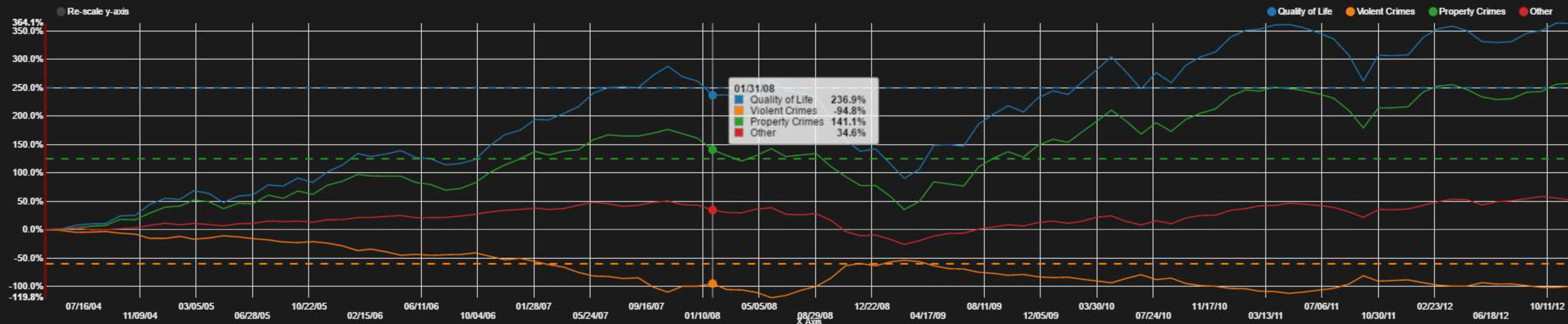
1% From last Week

Crime Rate

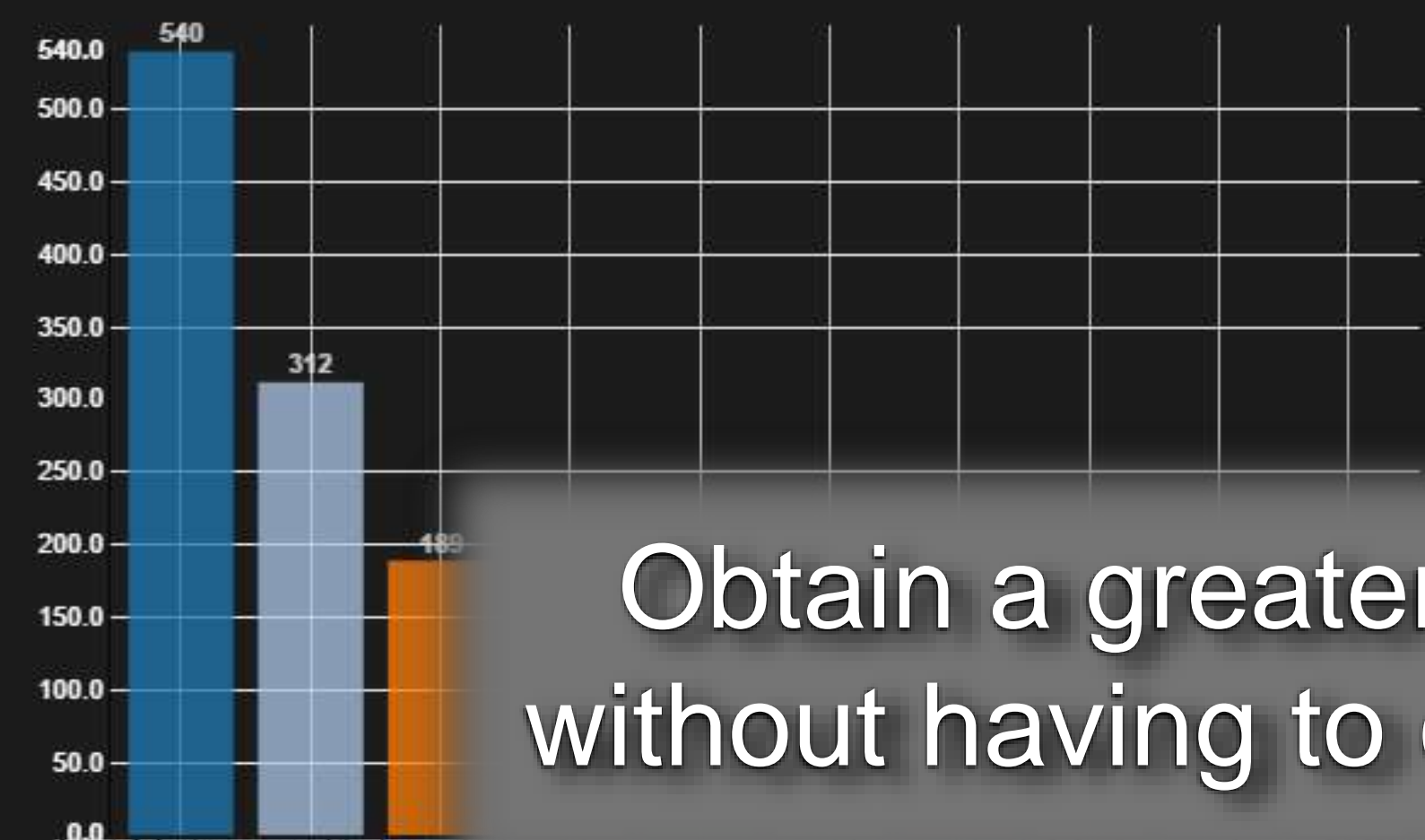
1:125442

34% From last Week

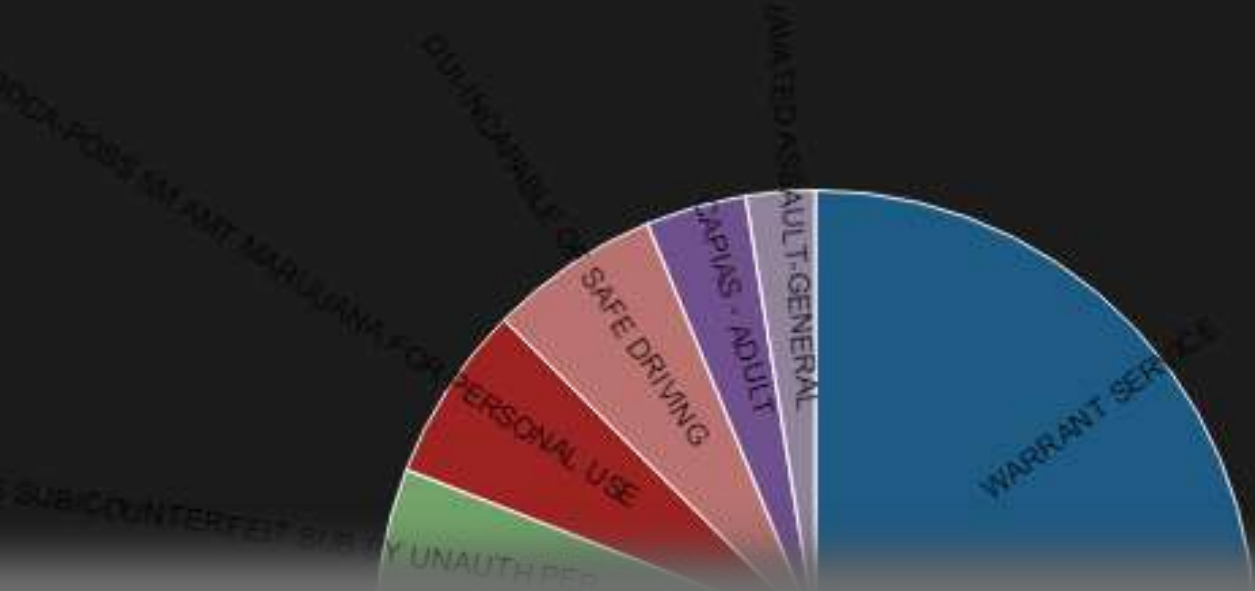
Crime Rates



Crime Trends



Crime Types

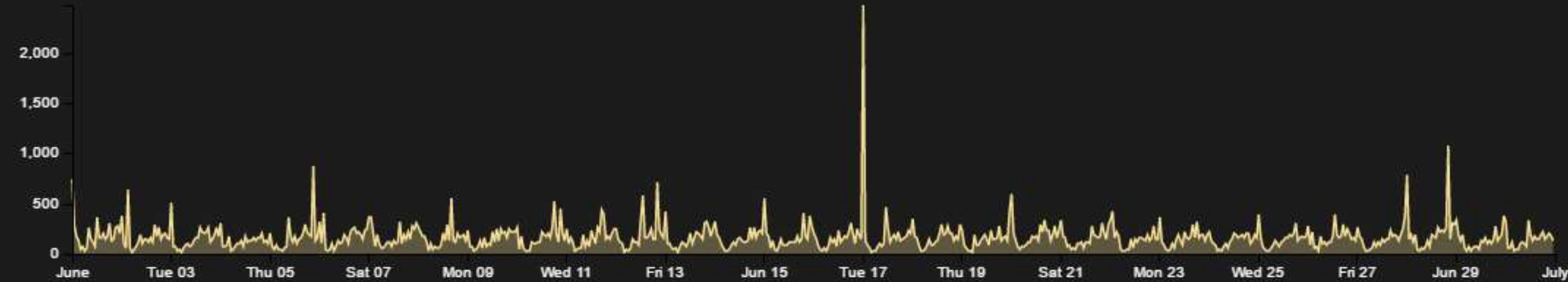


Explore Charges

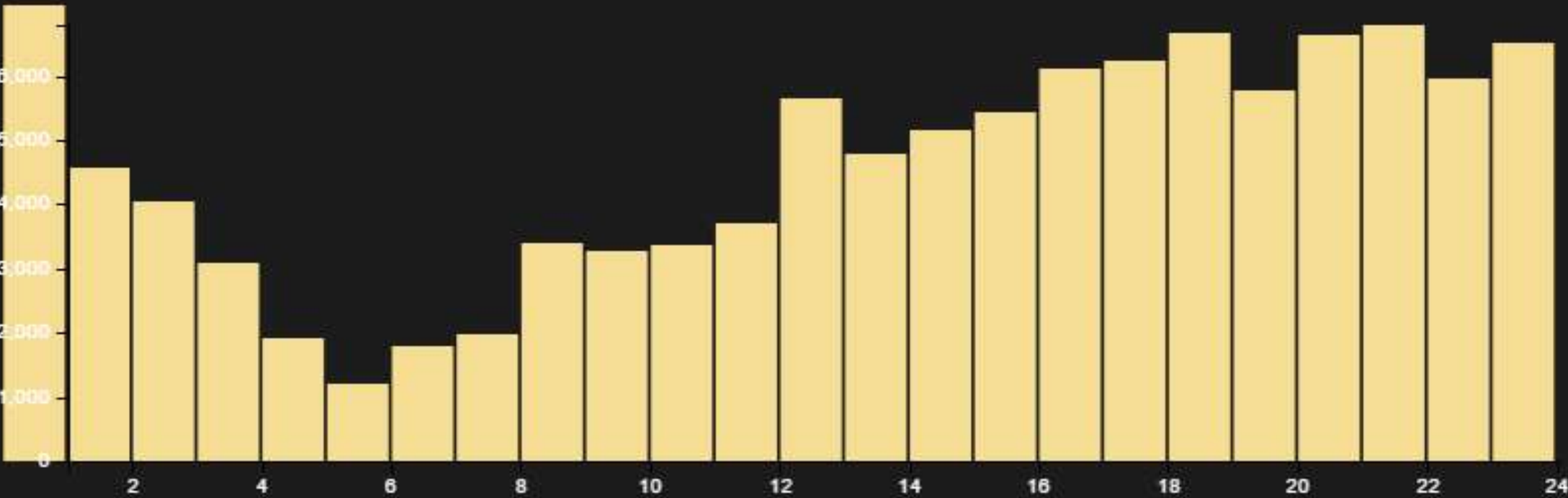


Obtain a greater understanding of your department and your community without having to commit dozens of man hours or employ 3rd party services.

Incident Volume by Hour



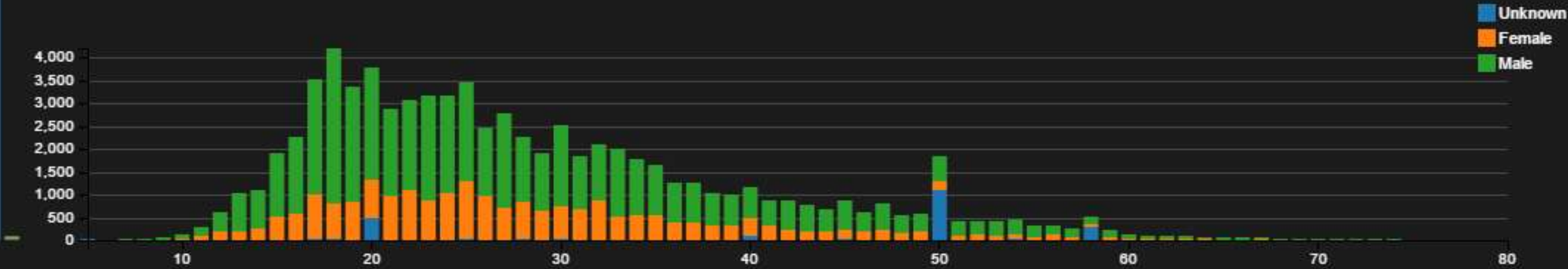
Incident Hour of Day



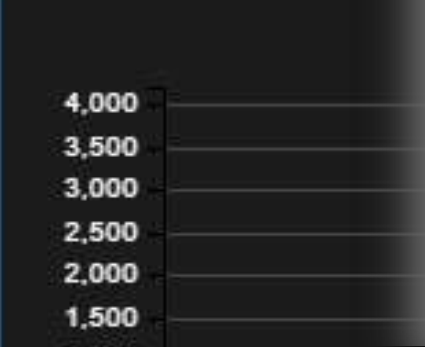
Incident Day of Week



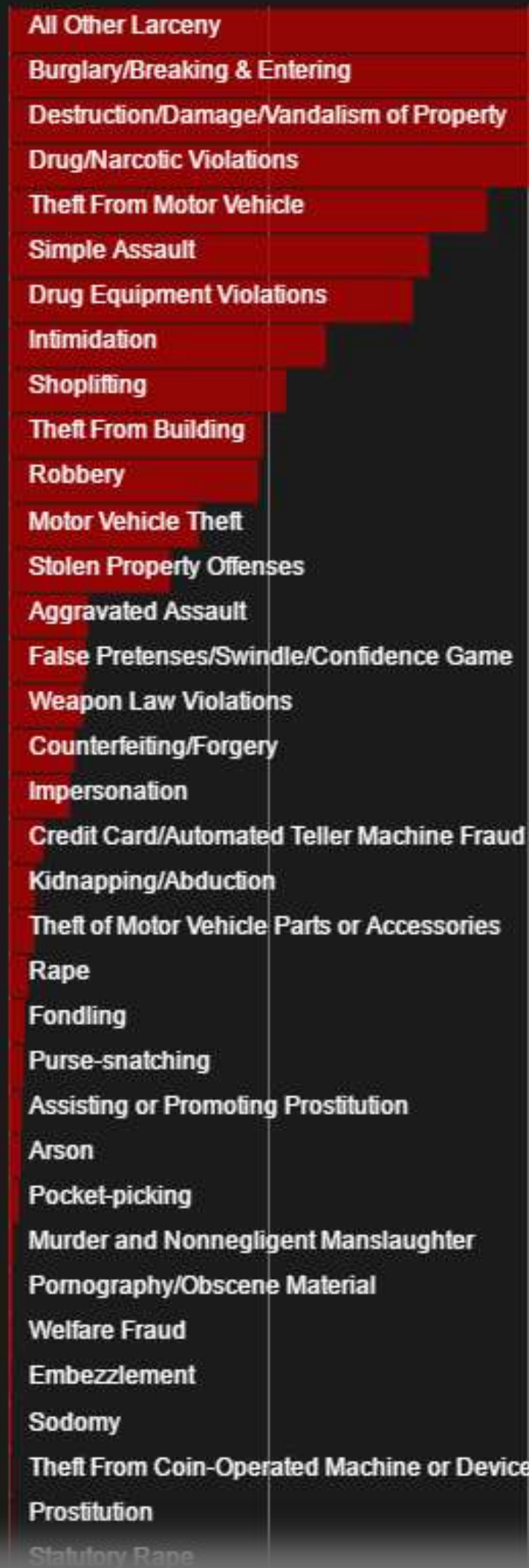
Incident Sex x Age



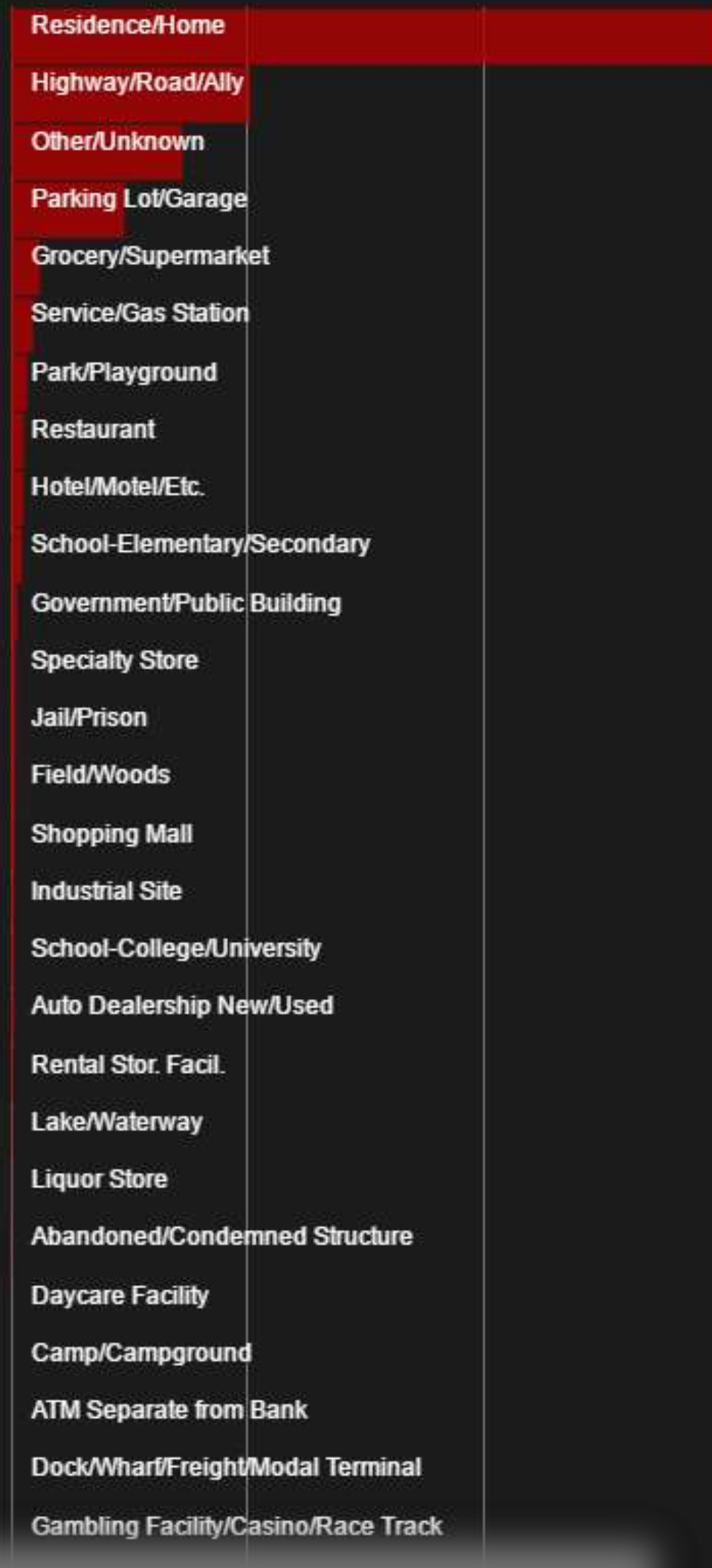
Incident Race x Age



Incident Offense



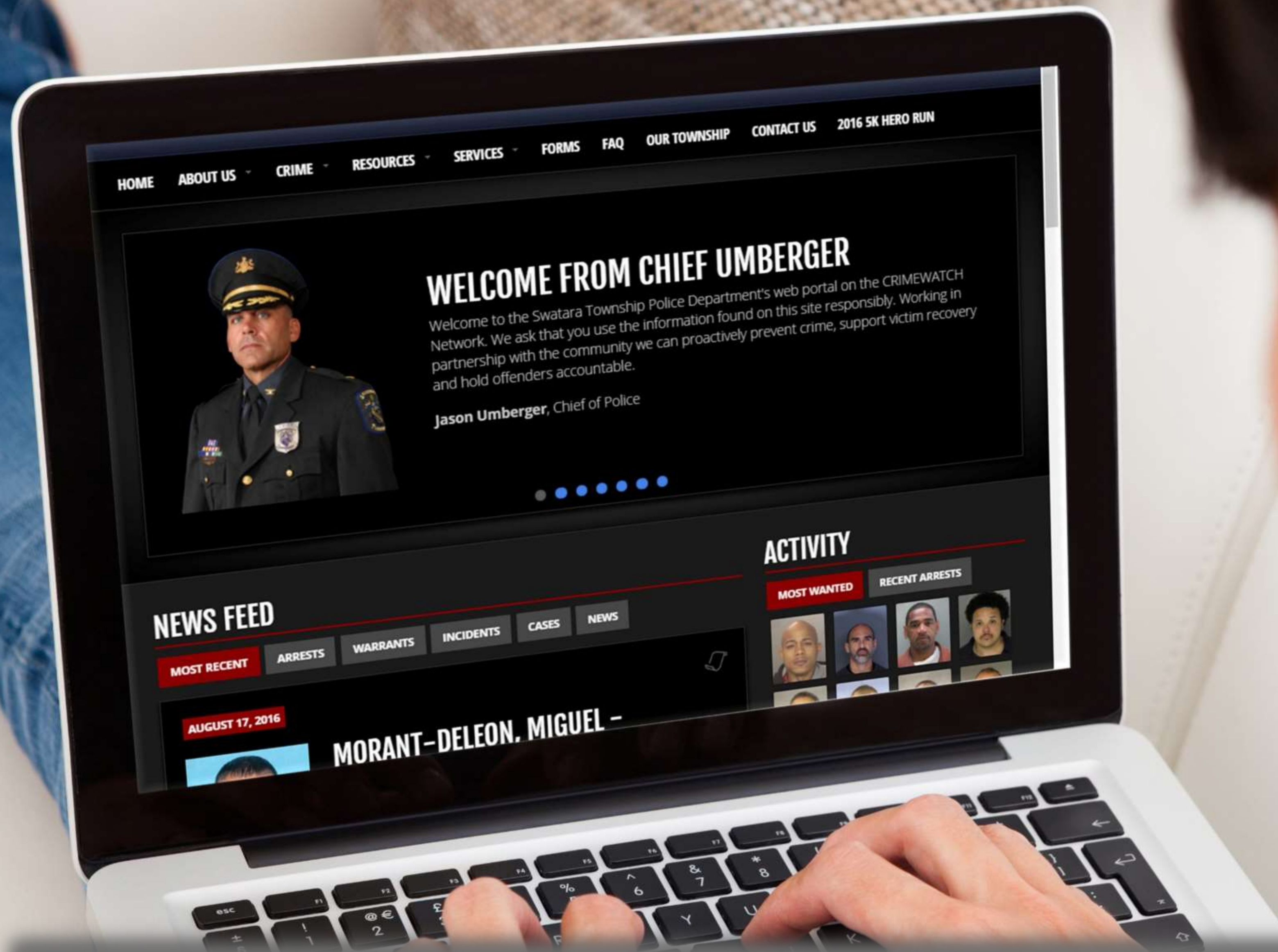
Incident Location



CRIMEWATCH follows the most innovative standards for intelligence, offering operational insights only available to the largest of departments.

Deployed at the local level, each PD gains access to multiple channels for sharing with the public- but they only have one tool to learn and use.





This tool includes a professional website, or portal, that is linked to every other participating CRIMEWATCH member.

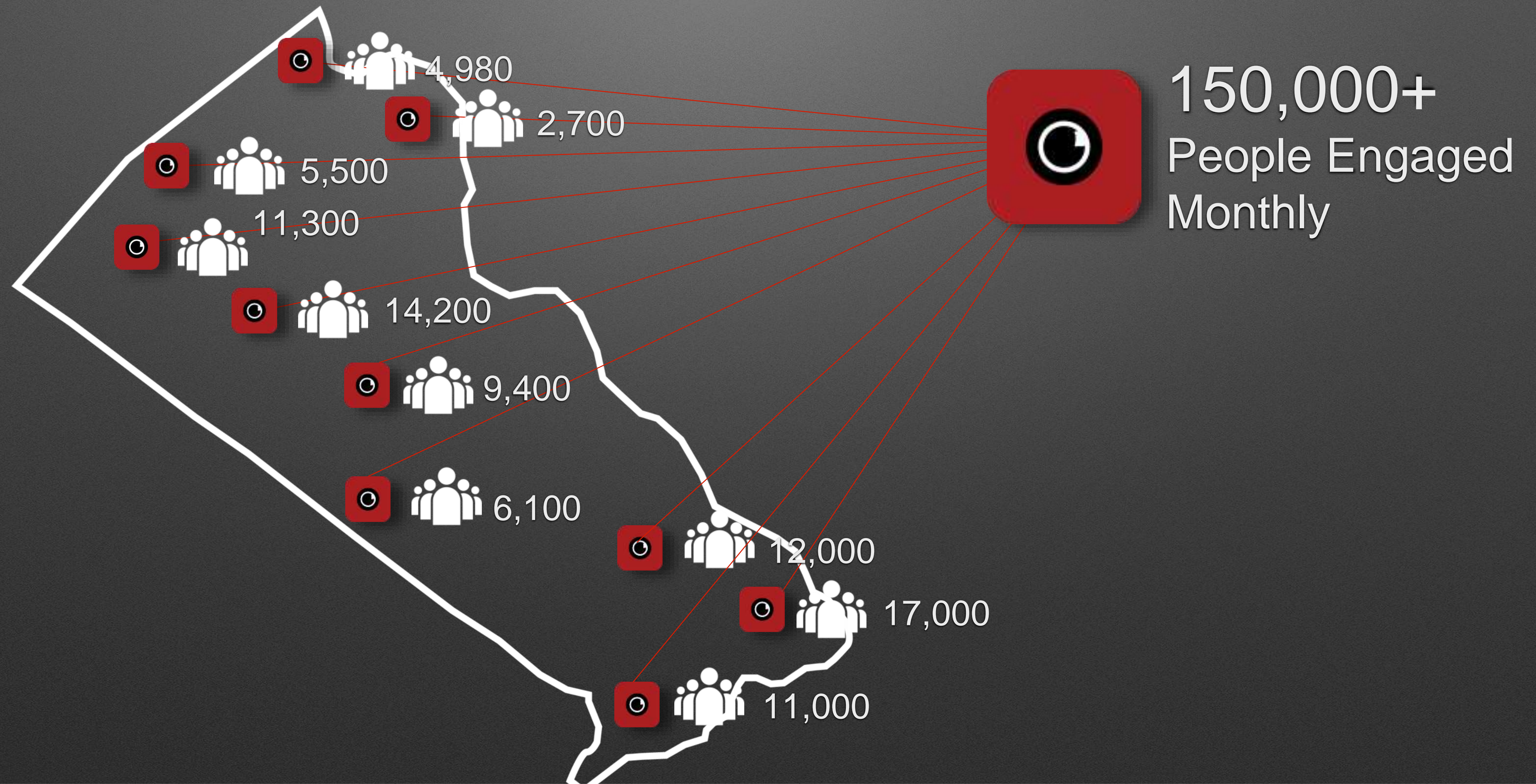


All portals are linked to social media using ControlShare™, and give law enforcement the ability to edit or redact information- even after it has been shared.

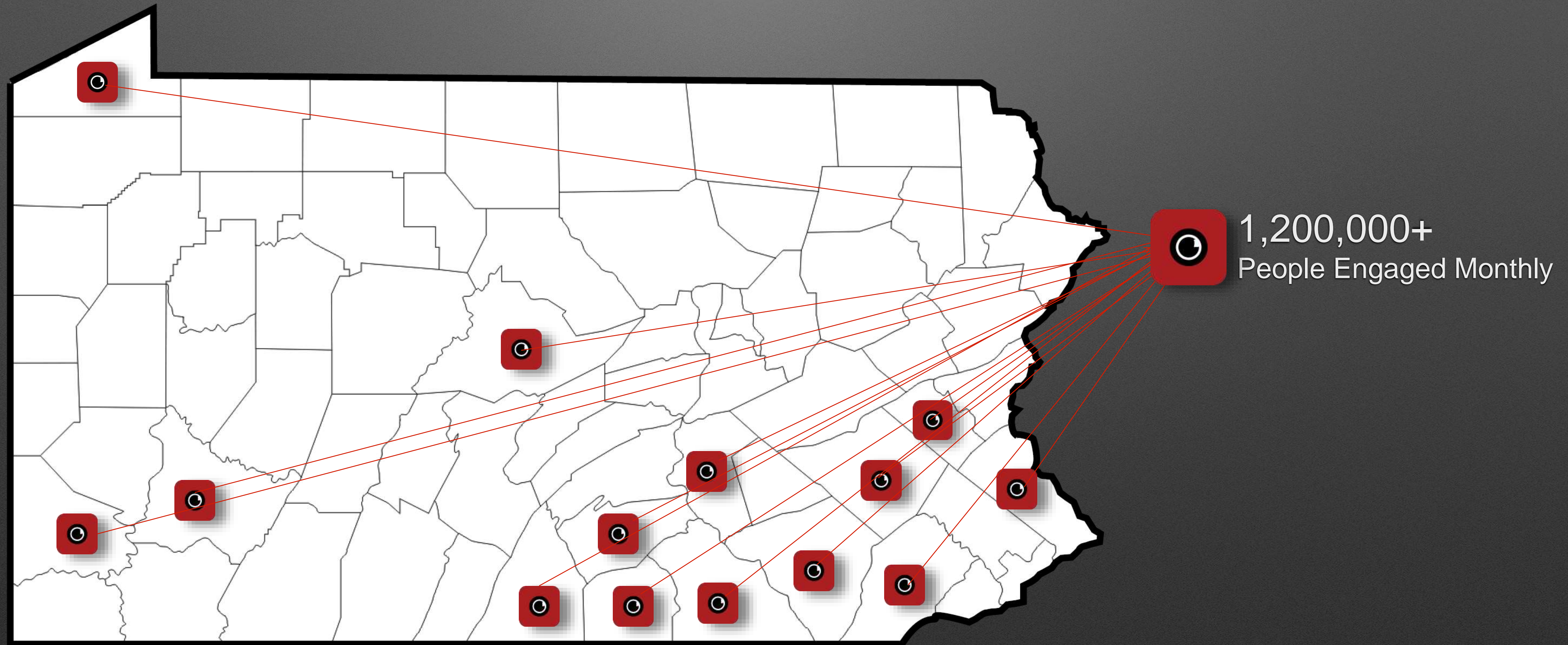


All information is pushed out to a singular mobile application that is geo-enabled for greater intelligence-gathering and more intuitive notifications.

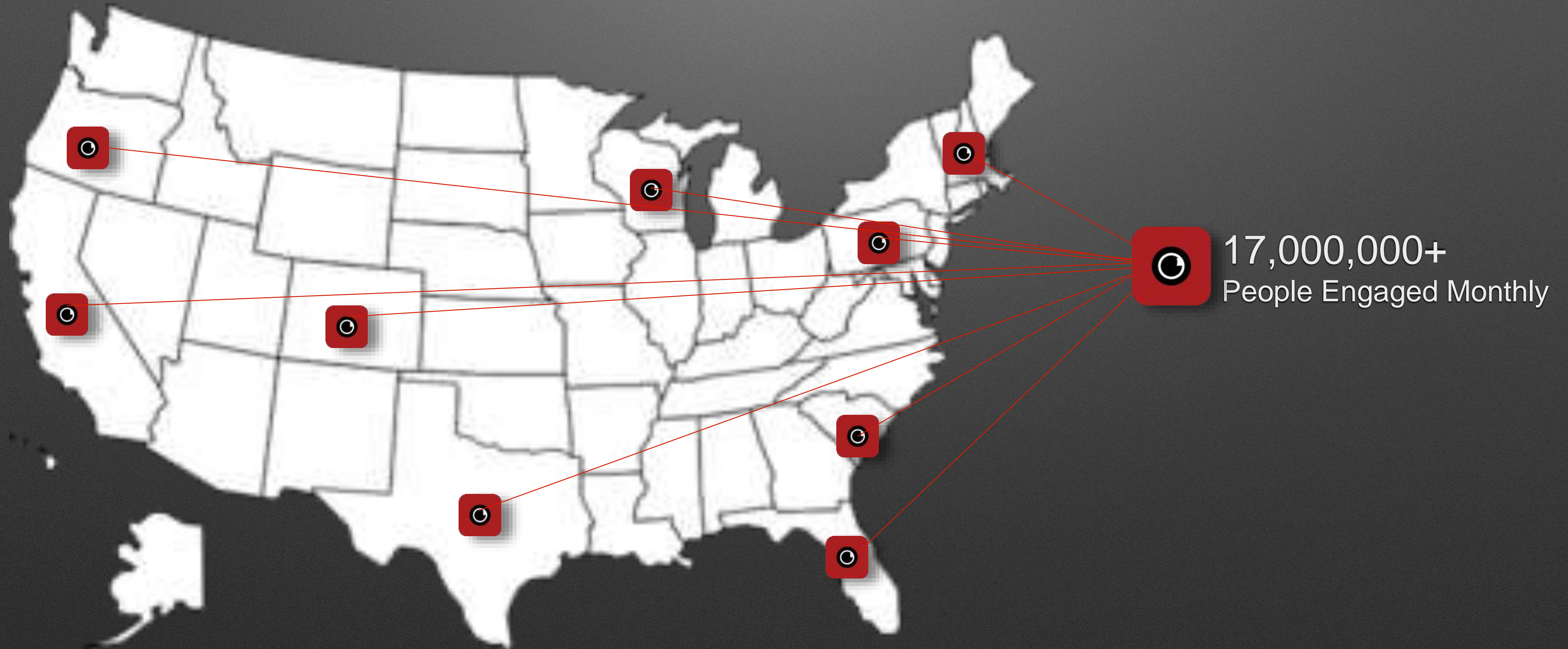
Individual departments are each linked to a county-wide portal that connects all of the disparate audiences into one intelligence network.



Every department and every county is linked to the statewide network, and can be used to geographically target information into remote markets.



Every department, county, and state is then connected to a national information-sharing and intelligence-gathering platform that is driven by public engagement.



USER-DRIVEN DESIGN, YEARS OF RESEARCH

2009-2011

CRIMEWATCH Magazine distributed to 1,800 retail outlets in Pennsylvania.



2012 PA State Police, PA Crime Stoppers program join BETA release of **CRIMEWATCH Portal**

2011 Original Prototype of **CRIMEWATCH Portal** launched for Adam's County Sheriff's Office

2013 16 Police Agencies join for Alpha release of the **CRIMEWATCH Network v.1**

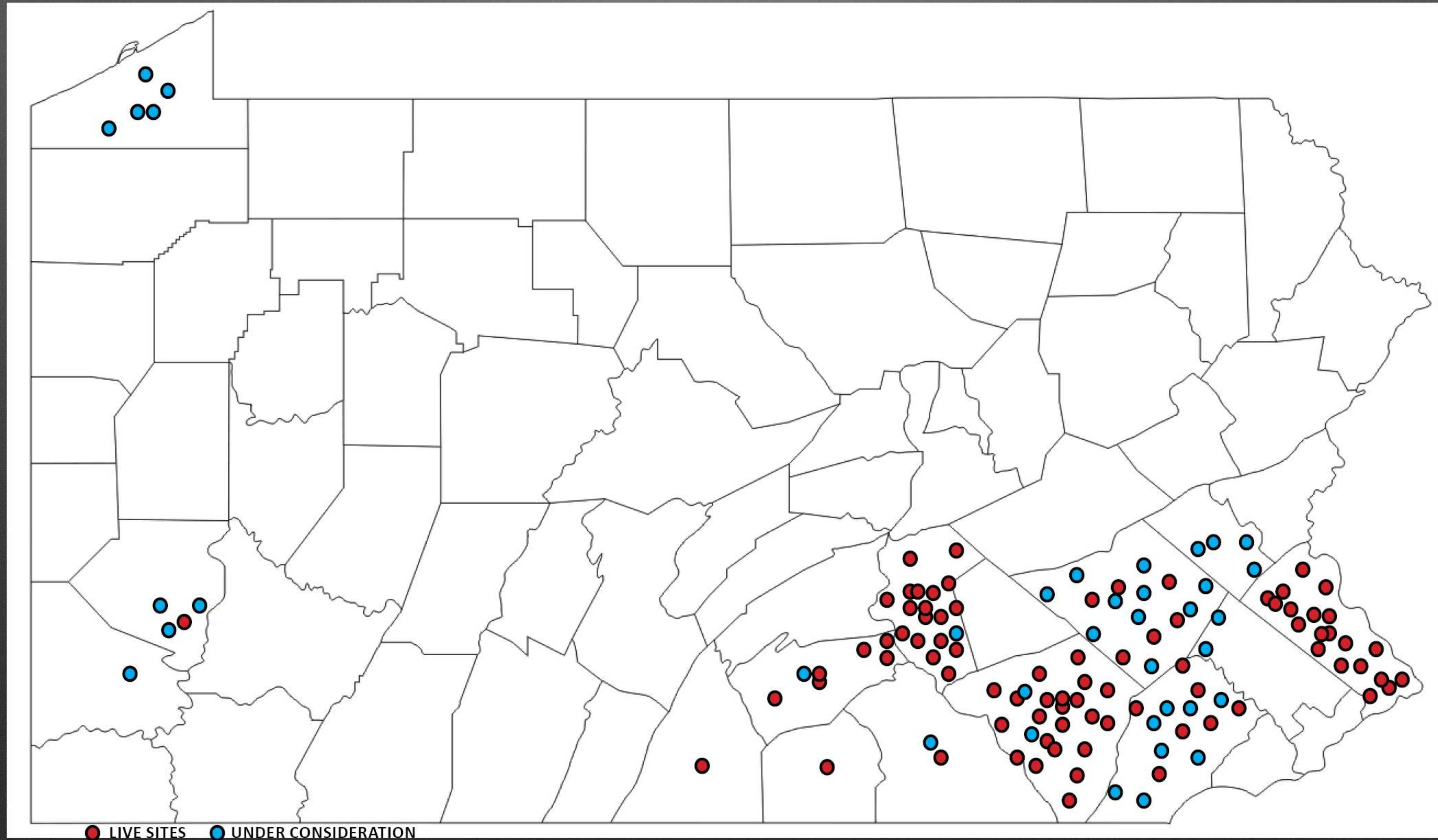
2014 37 Police Agencies join as **CRIMEWATCH Network 2.0 & Mobile beta** are released

2015 55 New Police Agencies launched with **CRIMEWATCH Network 2.1**, limited version of **CRIMEWATCH Mobile**.

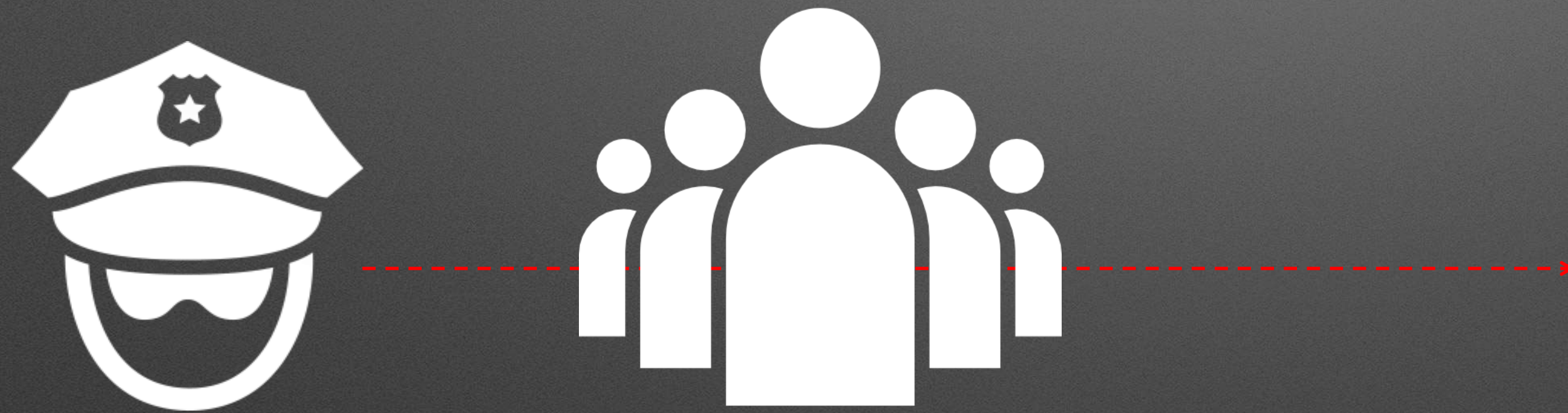
2016 100 New Police Agencies scheduled to launch with **CRIMEWATCH Network 2.3**, Full version of **CRIMEWATCH Mobile** and **CRIMEWATCH TV beta**.



The technology is already being used by 62 police departments, several DAs, sheriffs and the PSP's State Crime Stoppers- with 34 more to launch in 2016



CRIMEWATCH is a subscription service and will never need updated to a new version.



- CRIMEWATCH Portal (Website)
- Facebook set-up/linking
- Twitter set-up/linking
- User set-up
- Training/Customer Support
- ControlShare™
- Infrastructure/Storage
- Database/API/Security
- Email Notifications
- Mobile Integration
- Crime Mapping
- Tip Platform
- Analytics
- TV Syndication (where applicable)



SAFER COMMUNITIES THROUGH **COLLABORATION**



“A great way to engage the public.”

District Attorney Edward Marsico, Jr., Dauphin County, PA



“We save resources by enlisting public help”

Chief Jason Umberger, Swatara Township Police Department



“Controlled social sharing designed for police”

Chief Robert Martin, Susquehanna Township Police Department



“An important police utility”

Chief David Heister, Penbrook Borough Police Department



SAFER COMMUNITIES THROUGH **COLLABORATION**



CRIMEFIGHTING POWERED BY THE PEOPLE.

CRIMEWATCHUS.COM



Safer communities through collaboration.

CRIMEWATCH Network Deployment

Brentwood Borough Police Department

12/23/2016

Prepared for:

Brentwood Borough Police Department
c/o Chief Adam Zeppuhar
3624 Brownsville Road
Pittsburgh, PA 15227
412.884.2600

Prepared by:

CRIMEWATCH Technologies, Inc.
c/o M.W. Bloom
453 Lincoln Street, Suite 4
Carlisle, PA 17013
717.230.1845



Objectives

Brentwood Borough Police Department CRIMEWATCH Network Deployment

The primary purpose of the CRIMEWATCH Network deployment is to integrate the Brentwood Borough Police Department into the technologically driven communities that the public use to communicate and interact. This deployment is a comprehensive service that facilitates a total digital presence on the web, social media and mobile frameworks.

CRIMEWATCH Network benefits:

#1 Virtual Newsroom

When there is local public safety information to get out to the community traditional media may not be a timely option. Instead, the CRIMEWATCH Network becomes the police department's independent virtual newsroom where information can be delivered across multiple platforms directly to the public. With the CRIMEWATCH Virtual newsroom all of the interfaces are built for police users and provide tools to control and measure public engagement.

#2 Enhanced Communications with the Public

The CRIMEWATCH platform focuses on building direct police & public partnerships through the efficient use of technology. With a single entry into the CRIMEWATCH portal information is shared on the website, social media sites, email and through the CRIMEWATCH Mobile application.

#3 Social Media Integration

Building, managing and maintaining social media accounts is a necessary hassle in today's climate; however, managing these tasks takes manpower off the streets. With the CRIMEWATCH Network social media integration is easy and with exclusive ControlShare technology the risk of bad information getting out of control is reduced.

#4 Information Sharing Between Police

All of the data integrated into the CRIMEWATCH Network is part of a universal intelligence database shared by all participating police agencies. This access is included in the network and provides insight into crime patterns and offenders that are difficult for police to identify independently.

#5 Intelligence Gathering

The CRIMEWATCH Network encourages the public to submit tips and other intelligence directly to police. The anonymity of the technology reduces the risks of sharing information and provides the police with better insight into the community. With the CRIMEWATCH platform police have the ability to distribute information to targeted areas and to collect intelligence from anywhere in the country.

#6 Managed IT, Support & Training

Eliminate the necessity for costly equipment or hardware. The CRIMEWATCH Network is a cloud based solution that eliminates infrastructure expenses. It also ends your reliance on technical experts to assist with management and if you ever get stuck CRIMEWATCH staff is available for free for training or support as part of the service.

#7 All Inclusive Solution

The CRIMEWATCH Network is your total web presence, social media presence and mobile presence wrapped into one package that projects your professional presence in the digital world. Additionally, it allows you to eliminate redundant services and integrate Crime Mapping, Tip submission and news dissemination into one comprehensive solution.

Objectives

Enhanced Community Policing with the CRIMEWATCH Network:

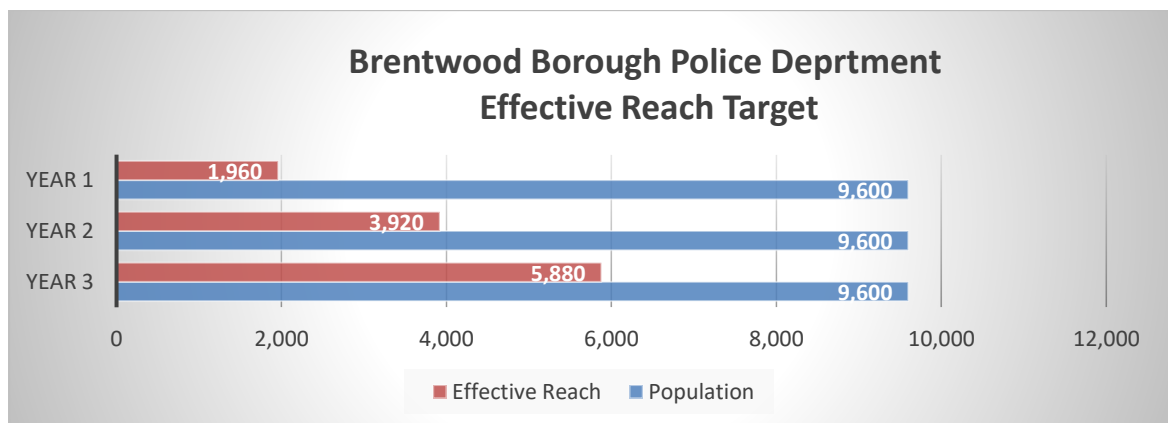
The CRIMEWATCH Network Municipal Police Partnership Program is designed to help partners achieve success by delivering the CRIMEWATCH Communications solution to strengthen the use of web, social and mobile platforms to share information and collect intelligence from the public. CRIMEWATCH is committed to providing the resources needed to grow the police department's digital presence, maximize effective reach, and develop agency expertise in building stronger community relationships through digital technologies.

Included features:

- Responsive design
- Unlimited amount of pages and menus
- Agency Specific header
- Welcome Message and Slideshow
- CRIMEWATCH Crime Mapping
- Social Media Integration w/ ControlShare™
- Dedicated News Feed
- Warrants Feature
- Cases Feature
- Arrests Feature
- Incidents Feature
- Sheriff's Sale Feature
- Automated Right-to-Know feature
- Property Feature
- Forms Feature
- Content Aggregation
- Search Optimization for All Content
- Dashboard Interface
- Engagement tracking
- Unlimited authenticated users
- Unlimited Access
- Dedicated account manager
- Free Phone Support & Remote Training
- Free updates & feature enhancements
- No hardware requirements
- Email notifications
- Universal data repository
- CRIMEWATCH Mobile integration

Effective Reach Goals measuring public engagement:

Public engagement is measured through calculating the department's **Effective Reach**. The algorithm that is used to calculate your effective reach compares service region population to unique visitors connecting to your CRIMEWATCH Portal. These goals are built around the expectation to achieve a growth of 10% effective reach year over year until you reach 30-40% engagement. This means that anything you post on the CRIMEWATCH Portal will potentially hit 30-40% of your population directly through the technology.





Sales Order

Brentwood Borough Police Department CRIMEWATCH Network Deployment

One-Time Access Fee (Class 2) Website Installation Facebook Set-up/Linking Twitter Set-up User Set-up Training	\$3,600
Monthly Costs Infrastructure Storage/Archiving Database Transfer/API Bandwidth ControlShare™ Email Notifications CRIMEWATCH Mobile Integration Crime Mapping Tip platform Support Package 1	\$200
Police Department Sub-Total	\$6,000
Special Access Waiver	(\$3,600)
TOTAL YEAR 1:	\$2,400*

*THIS OFFER IS ONLY VALID FOR 30 DAYS FROM TIME OF PROPOSAL.



Working Agreement

Between **CRIMEWATCH Technologies, Inc.** and **Brentwood Borough Police Department**

All elements of this project will be completed within the time indicated unless otherwise extended due to change of scope, revisions and/or unforeseen delays. CRIMEWATCH Technology's ability to meet deadlines is predicated upon Brentwood Borough Police Department's provision of all necessary information and approvals in a timely manner.

Work on this project will commence upon signature of this agreement. The proposed pricing is based on a guaranteed subscription price for a period of 12 consecutive months following the 'Go live' date agreed upon by both parties. This guarantee excludes additional add-on features or services that may be developed at a later time.

The information contained in this proposal is valid for thirty days. Proposals approved and signed by Brentwood Borough Police Department and CRIMEWATCH Technologies are binding and commence upon the date of the signatures below.

To accept this working agreement as described within this document, please sign below and return a copy to CRIMEWATCH Technologies.

Date:

Client Signature / Date

Date: 12/23/2016

M.W.Bloom | President | CRIMEWATCH Technologies, Inc.
453 Lincoln Street, Suite 4. Carlisle, PA 17013
717.230.1845



Stakeholder Information

Once you have made the decision to join the CRIMEWATCH Municipal Police Partnerships program, you will have stakeholders that will want to know what the program is and why you should be joining. Here is a brief statement that you can repurpose for email, share or speak about as necessary.

CRIMEWATCH PA (www.crimewatchpa.com), has invited us to join their Municipal Police Partnerships Program. This program allows us to gain access to an emerging technology that significantly increases communication efficiencies and intelligence gathering activities for the police department.

The police department will now have a virtual newsroom that is designed to bring our physical presence into a digital environment. This consistency helps the public recognize our professionalism whether it is in person or on the internet. Additionally, this technology allows us to integrate into social media platforms, like Facebook and Twitter, without having to assign staff or manage different social media platforms. Based on a 'single entry system' CRIMEWATCH Controlshare™ Technology automatically distribute press releases through the social sites, email and through the CRIMEWATCH Mobile Application. This helps us control information once it has been shared and edit or delete information from social media networks where it would otherwise be impossible.

There are other features of the technology that will help us share information with other departments. It also provides useful mechanisms for mapping crimes, collecting tips and measuring how we are interacting with the community.

This program was originally launched in 2013 in Dauphin County and they have had significant success so far. At the end of the day, we need to meet the community using the tools that they use to interact. This technology allows us to do that in a way that is controlled and designed for police.

If at any point you need help presenting this material or if you have questions that need to be answered please contact your CRIMEWATCH Representative at: 717-230-1845 or by emailing support@Crimewatchus.com



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 12.b.
ACTION ITEM

SUBJECT: Considering approving the Memo of Understanding between the Borough of Brentwood and Teamsters Local No. 205 representing the Brentwood Police Department Employees [ACTION ITEM]

DATE: February 27, 2017

PRESENTED MR. GEORGE ZBOYOVSKY, PE
BY: BOROUGH MANAGER

SUMMARY:

This is associated with clarifying some ambiguous language that exists in the current Collective Bargaining Agreement with the Brentwood Police.

AMENDMENT to ARTICLE IX - COURT APPEARANCES

It is understood and agreed by both parties that if an officer has to attend a Court Proceeding either prior to or following their scheduled normal shift, the following policies shall be adhered to:

- i. If an officer calls in sick from their scheduled normal shift but has a Court Proceeding following their normal scheduled shift, said officer shall not attend said Court Proceeding nor be eligible for any Court Pay.
- ii. No officer, who is currently receiving Workers Compensation and/or Heart & Lung Benefits, shall be eligible for Court Pay.
- iii. No officer, who is currently receiving Short Term or Long Term Disability Benefits, is eligible for Court Pay.
- iv. No former officers/employees are eligible for Court Pay or any compensation by the Borough.

BUDGET IMPACT:

NA

RECOMMENDATION:

The MOU was prepared by the Borough and has already been approved by the Teamsters.

ATTACHMENTS:

Description

02-27-17 MOU_Police

Upload Date

2/27/2017

Type

Cover Memo



THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD

PITTSBURGH, PA 15227-3199

Office 412-884-1500 FAX 412-884-1911

www.brentwoodboro.com

MEMORANDUM OF UNDERSTANDING

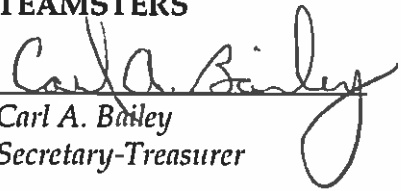
*Between the Borough of Brentwood and Teamsters Local No. 205 representing the
Brentwood Police Department Employees*

AMENDMENT to ARTICLE IX – COURT APPEARANCES

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- iii. No officer, who is currently receiving Short Term or Long Term Disability Benefits, is eligible for Court Pay.
- iv. No former officers/employees are eligible for Court Pay or any compensation by the Borough.

TEAMSTERS


Carl A. Bailey
Secretary-Treasurer

2-21-17
Date

BRENTWOOD

John Frombach
Council President

Date





BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 15.a.
ACTION ITEM

SUBJECT: Consider adopting Resolution No. 2017-21; Entering into an Agreement for the Sale of Real Estate [ACTION ITEM]

DATE: February 27, 2017

**PRESENTED BY: MR. GEORGE ZBOYOVSKY, PE
BOROUGH MANAGER**

SUMMARY:

This is associated with the Borough's possibly purchasing property located at 3735 Brownsville Road on which to explore the possibility of constructing a new Municipal Building. In order to continue with its due diligence to determine if a new Municipal Building can be constructed on property for the costs that are acceptable to the Borough, the Borough will need to enter into an agreement of sale with the property owner. There is language in the agreement, that should the property be determined not acceptable to construct a new municipal building then the Borough will have the right to terminate the agreement.

Some facts associated with the Property include the following:

1. Property was appraised in 2014 by the Borough with said appraisal being \$165,000.
2. The structure on the property has been condemned by the Borough in 2014.
3. The current owner of the property had tried to market and sell the property using a development firm, however there was little interest.
4. Very little parking is provided on the site.

BUDGET IMPACT:

The following is an estimate of the costs and possibly funding options to purchase, demo, and prepare the site for construction. This does NOT include the actual cost of Construction.

In addition, any expenses used towards the design and construction of a new municipal building, can be reimbursed via a General Obligation Note.

The 2017 Capital Improvement Fund Budget, Line Item 18-409-313

2017 Municipal Building Final Design

	2017
HHSDR Architectual Firm =	\$ 200,000.00
Gateway Engineers =	\$ 20,000.00
Legal =	\$ 5,000.00
Miscellaneous	\$ 10,000.00
2017 Budget	<u>\$ 235,000.00</u>

2017 Estimated Expenditures	
Skelly & Loy - Phase I	\$ 2,000.00
Gateway Engineers - Geotech	\$ 7,000.00
HHSDR Architectual Firm =	\$ 14,900.00
Purchase of Property	\$ 141,000.00
Demo of Property	\$ 200,000.00
Architectural Fees - Final Design	\$ 220,000.00
Engineering Site Design	\$ 15,000.00
Legal Fees	\$ 5,000.00
Total	<u>\$ 604,900.00</u>
33% from Sanitary Sewer Fund	<u>\$ 199,617.00</u>
	\$ 405,283.00
2017 Budget =	<u>\$ 235,000.00</u>
Remaining Needed	\$ 170,283.00
Option - Operating Reserve Fund	<u>\$ 272,000.00</u>
Balance =	<u>\$ 101,717.00</u>

RECOMMENDATION:

In accordance with the recommendation of the Building Committee to seriously consider purchase of this site, staff recommends adopting this resolution, which will allow the Borough to perform further due diligence without binding the Borough to making a final agreement.

ATTACHMENTS:

Description	Upload Date	Type
Resolution No 2017-21- Purchase of Real Property with Agreement	2/27/2017	Cover Memo



THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD
PITTSBURGH, PA 15227-3199
Office 412-884-1500 FAX 412-884-1911
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BOROUGH OF BRENTWOOD RESOLUTION NO. 2017- 21

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE BOROUGH TO PURCHASE REAL PROPERTY LOCATED AT 3735 BROWNSVILLE ROAD AND IDENTIFIED AS BLOCK AND LOT NOS. 188-F-95 AND 188-F-97 IN THE ALLEGHENY DEPARTMENT OF REAL ESTATE FOR A PURCHASE PRICE NOT TO EXCEED \$141,000

WHEREAS, the Borough Council of the Borough of Brentwood has determined that it is in the best interest of the Borough to purchase real property located at 3735 Brownsville Road which is currently owned by Green Development Trust #7003735 and identified as Block and Lot Nos. 188-F-95 and 188-F-97 in the Allegheny County Department of Real Estate as recorded in Deed Book Volume 13475, Page 559 (“Property”) for a purchase price not to exceed \$141,000; and

WHEREAS, the Borough has obtained or will obtain an updated valuation by an independent and qualified real estate appraiser confirming that this purchase price represents the fair market value of the Property and will conduct any other inspections, testing and/or evaluations as reasonably necessary to determine the suitability of the Property for use by the Borough; and

WHEREAS, the Borough wishes to purchase the Property for an amount not to exceed a purchase price of \$141,000; and



WHEREAS, it is necessary to confirm authorization by the Borough of Brentwood for Borough officials to sign necessary documents making the purchase and, specifically, the Agreement for the Sale of Real Estate attached as **Exhibit A** to this Resolution or an agreement substantially similar thereto.

NOW, THEREFORE, it is hereby RESOLVED, by the Borough Council of the Borough of Brentwood, Allegheny County, Commonwealth of Pennsylvania, as follows:

1. The foregoing recitals are incorporated herein by reference.
2. The Borough is authorized to purchase the Property for a purchase price not to exceed \$141,000.
3. The President or Vice President of Borough Council and the Borough Manager, or their designees, are authorized to execute the Agreement for the Sale of Real Estate in the form attached as **Exhibit A** to this Resolution or an agreement substantially similar thereto, in a form to be approved by the Borough Manager and the Borough Solicitor
4. The President or Vice President of Borough Council and the Borough Manager, or their designees, are authorized to take all necessary actions and execute all additional documents necessary to complete this transaction.

RESOLVED and ADOPTED this ___ day of February, 2017.

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky,
Borough Manager

John W. Frombach
Borough Council President



AGREEMENT FOR THE SALE OF REAL ESTATE

I. PURCHASE AND SALE

1. Agreement Date; Parties. This Agreement is entered into, as of the date specified in Seller's Acceptance (the "Agreement Date"), by and between:

SELLER: Green Development Trust #7003735
P.O. Box 97971
Pittsburgh, PA 15227

and

BUYER: Borough of Brentwood
3624 Brownsville Road
Pittsburgh, PA 15227

2. Sales of Real Estate.

2.1 Conveyance. Seller and Buyer, intending to be legally bound hereby, covenant and agree as follows: Seller shall, on the date hereinafter specified, by a deed of special warranty delivered in recordable form, grant and convey to Buyer, in fee simple, free and clear of all liens and encumbrances, subject only to the Permitted Exceptions in Section 2.2 or as otherwise hereinafter set forth, good and marketable title (and such as will be insurable by any responsible title insurance company at regular rates) to the following real estate ("Real Estate"):

All those certain lots or parcels of land, located in the Borough of Brentwood, Allegheny County and Commonwealth of Pennsylvania, more particularly described as follows:

3735 Brownsville Road (Block and Lot 188-F-95) and
3735 Brownsville Road (Block and Lot 188-F-97).

Together with all and singular the buildings, improvements, fixtures, easements, and all other appurtenances whatsoever thereunto appertaining.

2.2 Permitted Exceptions. Buyer shall take title to the Real Estate subject to the following "Permitted Exceptions": (a) building and use restrictions of record; (b) vehicular or pedestrian easements of record affecting the Real Estate and being contiguous to the front, rear, or side lot lines; (c) water, sewer, gas, electric, cable television, and telephone lines or easements

therefore of record or as currently installed; (d) prior grants, reservations, or leases of coal, oil, gas, or other minerals as shown by instruments of record; (e) easements apparent upon inspection of the Real Estate; (f) all other easements, restrictions, encumbrances of record, and (g) any matters disclosed in writing by Seller to Buyer prior to or simultaneously with the execution of this Agreement by Buyer attached hereto and made a part hereof. Anything to the contrary notwithstanding, Permitted Exceptions shall not include any monetary liens, tax liens of any kind, judgments, mortgages, and/or any other type collateral security document.

3. Personal Property and Other Assets Included in Sale.

3.1 Tangible Personal Property. THIS SALE DOES NOT INCLUDE ANY TANGIBLE PERSONAL PROPERTY OWNED BY SELLER AND CURRENTLY LOCATED AT AND/OR USED IN THE OPERATION OF THE REAL ESTATE.

4. Real Estate. The Real Estate and Personal Property comprising this sale and purchase are collectively referred to hereafter as the "Real Estate."

5. Purchase Price. Buyer shall purchase the Real Estate and pay therefore the sum of One Hundred Forty-One Thousand Dollars (**\$141,000.00**) to Seller. Upon execution of this Agreement, Buyer shall pay to Seller a Hand Money Deposit in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), said money to be applied to the purchase price at closing unless otherwise provided herein.

6. Closing.

6.1 Closing Date. Unless otherwise agreed, the payment of the purchase price to Seller and delivery of the deed to Buyer ("Closing") shall be held on or before the fifteenth (15th) day after the expiration of the Due Diligence Period (as defined below). By written notice to Seller no later than 3 business days prior to said date, Buyer may designate a definite time, date and place in Allegheny County, Pennsylvania, for Closing.

6.2 Time of the Essence. Time is of the essence in regards to all dates and time limits stated herein.

6.3 Contingencies. Buyer's obligations under this Agreement and its consummation are contingent upon Buyer obtaining the following:

6.3.1 Appraisal. Receipt by Buyer of an appraisal of the Real Estate that establishes a fair market value in an amount not less than the Purchase Price.

6.3.2 Approval. Approval of this Agreement and the consummation of the transaction contemplated hereunder by the Buyer's Borough Council.

6.3.3. Parking. Buyer obtaining the necessary agreement(s) and/or authorization(s) from adjacent and/or proximate property owners to accommodate the parking needs of the Buyer for use of the Property as a municipal building as determined in the sole discretion of the Buyer.

7. Allocation of Certain Costs. Water and sewer charges, municipal garbage and rubbish removal charges, rents, and real estate taxes, if any are currently assessed, shall be prorated as of the date of Closing based upon the applicable period of assessment. The cost of real estate transfer taxes, if applicable, shall be split evenly between the Buyer and Seller. Seller shall be responsible for the cost of deed preparation; all matters of title clearance; and other reasonable customary closing fees. Buyer shall be responsible for the cost of Buyer's due diligence, title insurance; all fees associated with financing, or required by a lender, and reasonable customary closing fees.

8. Contracts and Leases. Seller affirms there are no current contracts or leases affecting said premises.

9. Inspection of Real Estate.

9.1 Review and Approval of Materials. Within ten (10) days after the Execution Date, Seller will deliver to Buyer for Buyer's inspection, review, copying and approval all the materials in Seller's possession the following material, to the extent that Seller has this material in Seller's possession, custody or control (collectively, the "**Materials**"):

- (a) a copy of the site plan for the Real Estate, and
- (b) a copy of the most recent environmental report relating to the Real Estate;
- (c) a copy of the current title insurance policy;
- (d) a copy of the survey; and
- (e) any additional requested documentation.

Buyer shall have ninety (90) days from the Execution Date (the "**Due Diligence Period**"), within which to examine the Materials and to approve the Materials. Buyer's failure to timely terminate this Agreement on or before the expiration of the Due Diligence Period by delivering timely written notice thereof to Seller shall be deemed to constitute Buyer's approval of the Materials.

9.2 Physical Inspections and Studies of the Real Estate. Within the Due Diligence Period, Buyer shall have the right to conduct any inspections, investigations, tests and studies which Buyer may wish to conduct with respect to the Real Estate. These may include, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, marketing the Real Estate, hazardous materials investigations, engineering tests, environmental testing including but not limited to a Phase I environmental site assessment and soils, seismic and geologic reports with respect to the Real Estate, (including, without limitation, landscaping and public utilities), and any other physical inspections and/or investigations as Buyer may elect to make or obtain (collectively, the “**Tests**”). Buyer shall advise Seller of the dates and times of its Tests no less than twenty-four (24) hours in advance thereof.

9.3. Buyer shall have the right to terminate this Agreement in its sole discretion by providing written notice of termination to Seller on or before the expiration of the Due Diligence Period.

9.4 Right of Entry. Provided that Buyer is not in default of its obligations under this Agreement, from and after the Execution Date through the earlier of (a) the expiration of the Due Diligence Period, or (b) the Closing Date, Buyer, its agents, consultants, potential tenants, contractors and subcontractors shall have the right to enter upon the Real Estate, at their sole risk, and after twenty-four (24)-hour advance notice to Seller, to conduct or make any and all inspections and tests as may be necessary or desirable. The scope of any environmental analysis, which requires physical sampling, subsurface testing of, or drilling on all or any part of the Real Estate in excess of a Phase I Report, shall be subject to: Seller’s prior approval of Buyer’s written, defined scope of work report, which approval shall not be unreasonably withheld, conditioned or delayed the requirement that Buyer dispose of all such test samples in accordance with applicable law and at no cost or liability to Seller. In the event that Buyer damages the Real Estate in any manner, Buyer shall promptly repair the same to their previous condition at Buyer’s sole expense.

10. Pre-Closing Inspection. Prior to Closing, Buyer shall be permitted upon reasonable notice and at a reasonable time to enter the Real Estate and to inspect all portions of the same.

11. Possession. Possession of the Real Estate shall be delivered to Buyer in substantially the same condition as of the Execution Date.

12. Risk of Loss Insurance. Risk of loss of the Real Estate shall remain upon Seller until Closing, except for damage to the Real Estate caused by Buyer in accordance with Section 9 hereof. Buyer has an insurable interest in the Real Estate upon mutual execution and delivery of this Agreement. Seller agrees to maintain Seller's existing property insurance. Except as otherwise provided herein, if there is material damage to the Real Estate between the date of Buyer's execution and delivery of this Agreement and Closing, Buyer shall have the option (a) to terminate this Agreement by giving Seller written notice of such termination within 10 days after becoming aware of such damage or before Closing, whichever is earlier (unless Seller shall have notified Buyer in

writing, within 5 days after receipt of such notice, of Seller's intent to repair such damage and such repairs are completed prior to Closing, provided that under no circumstances will Closing be extended in order to complete repairs), whereupon all monies paid by Buyer on account of the purchase price shall be returned to Buyer with interest, if any, pursuant to Section 5, above, and upon such return this Agreement shall be null and void, or (b) to proceed to Closing according to this Agreement and pay the purchase price in full, in which event Seller shall assign to Buyer all insurance proceeds to which Seller may be entitled as a result of such damage. If Buyer fails to give such notice or if the damage is caused by Buyer or Buyer's representative or agent, Buyer shall be conclusively deemed to have chosen option (b).

13. Municipal or Other Governmental Improvements. Seller shall pay for all work and improvements resulting in an assessment against the Real Estate where an ordinance or resolution authorizing such work or improvement is adopted or approved by a municipal or other public body or authority prior to the Closing. Buyer shall pay for all work and improvements resulting in an assessment against the Real Estate where an ordinance or resolution authorizing such work or improvement is adopted or approved by a municipal or other public body or authority on or after the Closing.

II. REPRESENTATIONS AND WARRANTIES

14. Representations, Warranties, and Acknowledgement Regarding Condition of Real Estate.

14.1 Representations and Warranties of Seller. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Real Estate, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer, and each of which shall be true and correct on the Closing (and, subject to the provisions of this paragraph below, the material truth and accuracy of which, and Seller's performance of all of Seller's covenants herein, shall constitute a condition precedent to Buyer's obligations hereunder);

14.1.1 Power. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

14.1.2 Requisite Action. All requisite action has been taken by Seller in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby, and no consent of any partners, creditor, investor, judicial or administrative body, governmental authority or other party is required for Seller to consummate the transaction contemplated by this Agreement.

14.1.3 No Conflict. Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the incurrence of the obligations set forth

herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Seller is a party or which affects the Real Estate.

14.1.4 Assessments. Seller has not received written notice and has no actual knowledge of any special assessments, fees, or levies existing, pending, or threatened against or involving the Real Estate.

14.1.5 No Hazardous Or Toxic Substances. To the best of Seller's knowledge, there are no tanks or Hazardous Materials or toxic substances or materials in or on the Real Estate. "Hazardous Materials" shall mean, without limitation, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., The Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. and any other similar or related and shall also include petroleum and petroleum-based products, asbestos and any asbestos-containing materials, whether such asbestos is in a friable or non-friable state.

14.1.6 Mechanics' Liens. Seller has not made or permitted any person or entity to make any work as improvements on the Real Estate as to which any person or entity is now or at any time hereafter entitled to any lien or other encumbrance against the Real Estate which shall remain unpaid after Closing Date.

14.1.7 Creditor's Rights. There are no attachments, executions, assignments for the benefit of creditors as voluntary or involuntarily proceedings in bankruptcy pending, contemplated or threatened against Seller and/or the Real Estate.

14.1.8 Possession. There are no parties in possession of any portion of the Real Estate as lessees, tenants at sufferance, licensees, easement holders, or, trespassers or otherwise.

14.1.9 Notice of Condemnation; Right of Way Matters. Seller has received no notice of and Seller is not aware of, any threatened or contemplated action by any Governmental Authority having the power of eminent domain, which might result in any part of the Real Estate being taken by condemnation or conveyed result in any part of the Real Estate being taken by condemnation or conveyed in lieu thereof. Seller shall, immediately upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.

14.2 As-is Condition. By closing the transaction contemplated by this Agreement, Buyer acknowledges that it had the opportunity to investigate all physical and economic aspects of the Real Estate and to make all inspections and investigations which Buyer deemed necessary or desirable to

protect its interests in acquiring the Real Estate. Furthermore, Buyer acknowledges that, except as otherwise expressly set forth in this Agreement, (i) neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning the Real Estate, (ii) in entering into and Closing this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller.

14.3 Survival. The representations and warranties provided in this Article shall survive Closing.

15. Sewage Facility. The Pennsylvania Sewage Facilities Act, 35 P.S. §§ 750.1 et seq., as amended, requires that there be a statement regarding the availability of a community sewage system.

(X) The Real Estate is serviced by a community sewage system.

16. No Real Estate Broker. The parties hereto represent and warrant that neither party has engaged the services of a real estate broker, agent or similar entity or person to consummate the transaction. Each party hereby agrees to indemnify the other party for any damages or claims for a commission resulting from this transaction as a result of such breaching party engaging the services of a broker or agent who claims a commission for the transaction hereunder. This provision shall survive Closing.

III. REMEDIES

17. Default. In the event of default:

17.1 By Buyer: As the sole remedy in the event of default by Buyer, Seller may retain the Hand-Money Deposit as liquidated damages, in which event the parties shall sign a release to that effect and this Agreement shall become null and void and both parties shall be released of all further liability hereunder.

17.2 By Seller: (a) Buyer may, at Buyer's option, elect to: (a) terminate the Agreement, in which event the parties shall sign a release to that effect, Seller shall return the Hand-Money Deposit to Buyer and reimburse Buyer for all Buyer's actual out-of-pocket expenses incurred in furtherance of this Agreement and this Agreement shall become null and void; or (b) initiate an action for specific performance and seek recovery of all actual damages (including reasonable attorney's fees) incurred due to Seller's default.

18. Eminent Domain. If the Real Estate or any part thereof is taken by eminent domain prior to Closing, Buyer shall have the option to: (a) void this Agreement, whereupon all monies paid on account hereof shall forthwith be repaid to Buyer and upon such payment all parties shall be relieved

of liability hereunder, or (b) elect to proceed with this Agreement and pay the full consideration, in which event Seller shall assign to Buyer all damages to which Seller may be entitled and which may be assigned by Seller pursuant to the Pennsylvania Eminent Domain Code, 26 Pa.C.S. §§ 101 et seq., as amended. Within five (5) days after notification of any such taking, but in no event later than the Closing, Seller shall notify Buyer thereof.

IV. ADDITIONAL PROVISIONS

19. None.

V. GENERAL PROVISIONS

20. Best Efforts, Reasonableness Implied. Where action is required by a party hereto under the terms of this Agreement, such party shall use its best efforts in the performance of such action. In all matters contained herein, both parties shall have an implied obligation of reasonableness, except as may otherwise be expressly set forth

21. Waiver of Tender; Notices. Formal tender of deed and of purchase price are hereby waived. All notices, requests, demands, directions and other communications (collectively, "notices") under the provisions of this Agreement shall be in writing (including tele-copied communications) unless otherwise expressly permitted hereunder and shall be sent by first-class express mail; or by telecopy fax or by overnight courier service; or by personal delivery; in all cases with charges prepaid. Any properly given notice shall be effective when received. All notices shall be sent to the applicable party at the address stated in Section 1 or in accordance with the last un-revoked notice from such party to the other parties hereto. For the purposes of counting the number of days for notices under this Agreement, legal business days (excluding Saturday, Sunday and holidays) shall be used.

22. Entire Contract. This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing signed by all parties affected thereby. Wherever used in this Agreement, the singular shall include the plural the singular, and the use of any gender shall be applicable to all genders. Section and paragraph headings are inserted for convenience only and shall not form part of the text of this Agreement.

23. Binding Effect. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

24. Contract Formation; Counterparts. This Agreement is effective upon execution and delivery by all parties hereto. This Agreement may be executed in any number of counterparts, each

of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This agreement shall be legally binding upon the parties hereto if the parties transmit identical documents or identical counterpart documents to one another signed by the parties, including transmittal via tele-copy, showing on the tele-copied signature page a signature which purports to be that of the transmitting party. All parties having transmitted executed documents via telecopy agree to circulate promptly in accordance with the notice requirements of Section 21 complete documents exhibiting original signatures of such parties to this Agreement. Failure to transmit the originals shall not void this Agreement.

25. Covenant Not to Record. Neither party shall record this Agreement.

26. Coal Notice. NOTICE--THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND, THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

(This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

Unless the foregoing notice is stricken, the deed shall contain the notice as above set forth and shall also contain, and Buyer shall sign, if required by law, the notice specified in the Pennsylvania Bituminous Mine Subsidence and Land Conservation Act, 52 P.S. §§ 1406.1 et seq., as amended.

27. Applicable Laws. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[SIGNATURE PAGES TO FOLLOW]

WITNESS the due execution hereof, with the intent to be legally bound hereby:

BUYER

ATTEST: BOROUGH OF BRENTWOOD

_____ By:_____

Name:_____

Its: _____

Date Executed: _____, 2017

SELLER

NOW, this _____ day of _____, 2017, the foregoing Agreement is hereby accepted by Seller (the "Execution Date"). The foregoing date shall be deemed to be the date of this Agreement.

WITNESS/ATTEST: GREEN DEVELOPMENT TRUST #7003735

_____ By:_____

Name: _____

Its: _____



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 15.b.
ACTION ITEM

SUBJECT: Consider approving the agreement with Skelly & Loy Engineering-Environmental Consultants for a Phase I Environmental Site Assessment to be paid from the Capital Improvement Fund Line Item 18-409-313 Engineer & Architectural Services in the amount Not-To-Exceed \$2,000.00. [ACTION ITEM]

DATE: February 27, 2017

**PRESENTED BY: MR. GEORGE ZBOYOVSKY, PE
BOROUGH MANAGER**

SUMMARY:

This item is associated with the municipal building project. The Borough is continuing to do its due diligence in terms of evaluating the viability of the property at 3735 Brownsville Road. Because this structure formerly contained an industrial use in the form of a dairy processing facility, there is a possibility that hazardous chemicals may still be present at the site. Specifically, the structure is rumored to contain underground storage tanks in the area that once constituted the loading docks. Brentwood has not yet been able to substantiate the presence of these tanks. It is additionally unknown whether these tanks were used as part of the milk storage process or if they contained gasoline to allow for on-site fueling of delivery vehicles.

Environmental remediation could add significant expense to a construction project at the site. Consequently, the Borough is seeking to gain additional information about the presence of any hazards on the parcel by performing a Phase I Environmental Site Assessment. This analysis uses a combination of a historical records research and site visits to determine if any significant threats are present. This study does not, however, involve the testing of soil or building material samples.

BUDGET IMPACT:

Fees would be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services.

2017 Budget = \$235,000.00.

YTD = \$0.00

Proposed = \$14,900.00

Proposed = \$7,000.00

Proposed = \$2,000.00

Balance = \$211,100.00

The Borough obtained two Proposals:

Skelly and Loy = \$2,000.00

Civil and Environmental Consultants, Inc. = \$3,800.00.

Both proposals were reviewed and the Scope of Work are the same.

RECOMMENDATION:

To ensure that the subject property is adequately evaluated for the presence of potentially costly environmental hazards, staff recommends approval of this work authorization.

ATTACHMENTS:

Description	Upload Date	Type
Proposal from Civil & Environmental Consultants	2/13/2017	Cover Memo
Proposal from Skelly & Loy	2/13/2017	Cover Memo



January 23, 2017

Mr. George Zboyovsky
Borough Manager
Brentwood Borough
3624 Brownsville Road
Pittsburgh, PA 15227

Dear Mr. Zboyovsky:

Subject: Proposal for Professional Services
Phase I Environmental Site Assessment (ASTM E1527-13)
Snee Dairy Property
3735 Brownsville Road, Pittsburgh, PA 15227
CEC Project 170-393

Civil & Environmental Consultants, Inc. (CEC) presents this proposal to conduct a Phase I Environmental Site Assessment (ESA) of the property located at 3735 Brownsville Road in Brentwood Borough, Allegheny County, Pennsylvania. This proposal has been prepared based upon your email on January 18 with Dan Maltese, your request for proposal, and our experience with similar properties.

1.0 BACKGROUND

CEC understands Brentwood Borough is considering acquiring the approximate 0.35-acre Subject Property which is comprised of two parcels (188-F-97 and 188-F-95) owned by the Green Development Trust #7003735. The Subject Property contains a vacant two-story brick building that was formerly occupied by Snee Dairy. The following sections of this proposal present our purpose, scope of services, project costs, schedule, and closing remarks.

2.0 PURPOSE

The purpose of this Phase I ESA is to identify, to the extent feasible pursuant to the process prescribed herein, recognized environmental conditions (RECs) in connection with the Subject Property in accordance with the American Society for Testing and Materials (ASTM), Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E1527-13 (the "Standard"). The term "recognized environmental conditions" means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.

Unless otherwise explicitly stated, the scope of services for the Phase I ESA does not include the collection and analysis of any environmental media. In accordance with the Standard, issues considered beyond the scope of this Phase I ESA include asbestos-containing building materials, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment, biological agents and mold. In addition, issues regarding PCB-containing building materials, ionizing radiation, oil/gas production, mineral rights and mining, and geotechnical suitability are also considered beyond the scope of this project.

3.0 SCOPE OF SERVICES

CEC will perform the following scope of services in order to meet the purpose of the Phase I ESA. The Phase I ESA will be conducted under the supervision of an Environmental Professional (EP), as defined by the Standard.

3.1 Records Review

The purpose of the records review is to obtain and review records that will help identify RECs in connection with the Subject Property. The records review will consist of the following:

- (1) Standard Environmental Record Sources: A computer search of reasonably ascertainable and practically reviewable government agency databases will be performed to determine if the Subject Property, its adjoining properties, or properties in the surrounding area are included on government agency databases indicative of potential environmental problems or notifications. At a minimum, government agency databases to be reviewed for the environmental profile will include those listed in the Standard.
- (2) Physical Setting Source: A current USGS 7.5-minute topographic map showing the area where the Subject Property is located will be reviewed. That portion of the topographic map showing the Subject Property will be presented as a figure in the Phase I ESA report. CEC may consult other sources as needed to understand the physical setting of the Subject Property. These sources may include soil surveys and groundwater availability maps, among other readily available resources.
- (3) Historic Use Review: CEC will develop a history of the previous uses of the Subject Property, its adjoining properties, and properties in the surrounding area in order to help identify the likelihood of past uses having led to RECs in connection with the Subject Property. CEC may utilize various historical resources to develop the site history. These resources may include:

- Aerial photographs
- Fire insurance maps
- Topographic maps
- Local street/city directories
- Multi-tenant lists
- Chain of title records, if provided by others
- Prior environmental reports, if provided by others

3.2 Site Reconnaissance

A site reconnaissance will be performed to obtain information indicating the likelihood of identifying RECs in connection with the Subject Property. The site reconnaissance will consist of a site visit to observe the interior and exterior portions of the Subject Property and evaluate current and former uses. The current uses of adjoining properties will be identified to the extent that they are visually and/or physically observable during the site visit or from public areas.

3.3 Interviews

CEC will make reasonable attempts to conduct interviews with past and/or present Subject Property owners, operators, and occupants in order to obtain information indicating RECs. If appropriate and necessary, CEC will also interview state and/or local government officials to obtain information indicating RECs in connection with the Subject Property.

3.4 Report

After completion of the above tasks, CEC will prepare a Phase I ESA report describing the scope of services performed, the findings including the identification of RECs, the EP's opinion(s) of the impact of identified RECs on the Subject Property, and the EP's opinion regarding whether additional appropriate investigations would be necessary to detect the presence of hazardous substances or petroleum products. The Phase I ESA report will include the EP's qualifications, signature, and declaration, as required by the Standard. Reliance on the Phase I ESA report will be granted only to you, unless reliance by others is required and agreed to by CEC.

We will provide an electronic copy of the Phase I ESA report for your use. If requested, hard copies will be prepared and invoiced on a time and material basis in accordance with the project costs presented in Section 4.0 of this proposal.

3.5 User (Client) Responsibilities

ASTM defines the “user” as the party seeking to use the Standard to complete a Phase I ESA of the Subject Property. A user may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. The user has specific obligations for completing a successful application of this practice. To meet the objectives of the Standard, CEC requires that you or your designee provide the following:

- Environmental lien and Activity and Use Limitation (AUL) search results for the Subject Property and adjacent properties, as appropriate;
- Any “specialized knowledge” of the Subject Property, as defined by the Standard;
- Owner/occupant and prior owner/occupant contact information; and
- Purchase/market price information.

The “User Questionnaire” assists the user and the EP in gathering information from the user that may be relevant to identifying RECs. The User Questionnaire we will need to have completed by you or your designee is included in Attachment A. The information you provide will be used in our Phase I ESA report and is necessary to meet the requirements set forth in the Standard.

We have assumed that you will provide environmental lien and AUL documentation for the Subject Property. Environmental liens and AULs are legally distinct instruments and have very different purposes and both can commonly be found within recorded land title records (e.g., County Recorder/Registry of Deeds). The types of title reports that may disclose environmental liens and AULs include Preliminary Title Reports, Title Commitments, Condition of Title, and Title Abstracts; however, AUL information is not typically contained in a chain-of-title report.

Please note that an additional fee will be charged if CEC is required to obtain an Environmental Lien/AUL search. The additional fee for the Environmental Lien/AUL Search depends upon various factors including, but not necessarily limited to, the number of tax parcels comprising the Subject Property and the number of current owners of record.

4.0 PROJECT COSTS

CEC will undertake this assignment on a Time and Material basis for an estimated fee of \$3,800. As noted in Section 3.5, this cost estimate does not include costs for environmental lien and AUL documentation. Estimated cost for environmental lien and AUL documentation is approximately \$340 assuming that the Subject Property is comprised of two tax parcel with a single owner of record and that the environmental lien/AUL search is requested at the time of authorization to proceed.

Invoicing of professional services will be at 2.3 times salary cost in accordance with the American Society of Civil Engineers' "Manuals and Reports on Engineering Practice - Nos. 45 and 45C."

Mr. George Zboyovsky
CEC Project 170-393
Page 5
January 23, 2017

Reimbursable expenses, including subcontracted services, will be invoiced at cost, plus a 12 % administrative fee, and are included in our estimated fee.

Our Schedule of Terms and Conditions, which apply to the proposed work, is attached. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

5.0 SCHEDULE

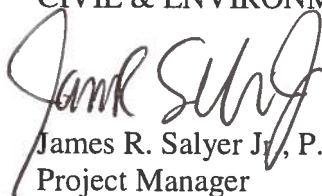
We anticipate being able to provide the Phase I ESA report to you within three weeks. Completion of this project as described is contingent upon CEC receiving the completed User Questionnaire, having ready access to all project areas, and receiving other pertinent information you have or can obtain. That information includes contact names and telephone numbers, title information, land surveys and building drawings, and previous environmental reports. We will also require a representative to accompany us during the site visit.

6.0 CLOSING

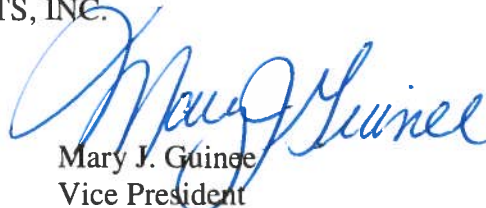
We appreciate the opportunity to be of service to Brentwood Borough. Please call either of us if you have questions.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



James R. Salyer Jr., P.G.
Project Manager



Mary J. Guinee
Vice President

Enclosures

170-393-EST-Phase I-1-19-17/P

ATTACHMENT A

USER QUESTIONNAIRE

**ASTM E 1527-13
USER QUESTIONNAIRE**

In order to qualify for one of the Landowner Liability Protections (LLPs*) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the “Brownfields Amendments”), the user must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The *user* should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that “all appropriate inquiries” is not complete.

(1) Environmental liens that are filed or recorded against the property (40 CFR 312.25).

Did a search of recorded land title records (or judicial records where appropriate¹) identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?

(2) Activity and use limitations that are in place on the property or that have been filed or recorded against the property (40 CFR 312.26(a)(1)(v) and (vi)).

Did a search of recorded land title records (or judicial records where appropriate¹) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?

(3) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

(4) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

(5) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,

- a. Do you know the past uses of the property?

1: In certain jurisdictions, federal, tribal, state, or local statutes, or regulations specify that environmental liens and AULs be filed in judicial records rather than in land title records. In such cases judicial records must be searched for environmental liens and AULs.

- b. Do you know of specific chemicals that are present or once were present at the property?
- c. Do you know of spills or other chemical releases that have taken place at the property?
- d. Do you know of any environmental cleanups that have taken place at the property?

(6) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of releases at the property?

The American Society for Testing and Materials (ASTM), Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E 1527-13 (the “Standard”) also requires that the following be asked of the “user.”

Questions about Helpful Documents: Do you know whether any of the following documents exist? If so, identify the title of the report, when it was prepared, and by what firm, and/or provide a copy if within reasonable time and cost constraints. Note that even partial information may be useful.

- Previous environmental site assessment reports,
- Environmental compliance audit reports,
- Environmental permits (i.e., solid waste disposal permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits, etc.),
- Registrations for underground and above ground storage tanks,
- Registrations for underground injection systems,
- Material safety data sheets (MSDS),
- Community right-to-know plan (Sara Title III),
- Safety plans; preparedness and prevention plans; spill prevention, countermeasure, and control plans; facility response plans, etc.,
- Reports regarding hydrogeologic conditions on the property or surrounding area,
- Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property,
- Hazardous waste generator notices or reports,
- Geotechnical studies,

- Risk assessments, and
- Recorded activity use limitations (AULs).

Proceedings Involving the Property: Do you know of:

- any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the property;
- any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the property; and
- any notices from any governmental entity regarding any possible violation of environmental laws, environmental liens, or possible liability relating to hazardous substances or petroleum products.

What is your intended use for the property?

Prepared by: _____ (Printed Name)

Signature: _____

Date: _____

Company: _____

Property Name and Location: Snee Dairy Property
Brentwood Borough, Allegheny Co., PA 15227

Return to:
Civil & Environmental Consultants, Inc.
333 Baldwin Road
Pittsburgh, Pennsylvania 15205

Attention: Jim Salyer (jsalyer@cecinc.com)

CEC Project: 170-393

*Landowner Liability Protections, or LLPs, is the term used to describe the three types of potential defenses to Superfund liability in EPA's *Interim Guidance Regarding Criteria Landowners Must Meet in Order to Qualify for Bona Fide Prospective Purchaser, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability* ("Common Elements" Guide) issued on March 6, 2003.

ATTACHMENT B

TERMS AND CONDITIONS

SCHEDULE OF TERMS AND CONDITIONS ENVIRONMENTAL SERVICES

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal between Civil & Environmental Consultants, Inc. (CEC) and the CLIENT named in the attached proposal ("CLIENT"). CLIENT's acceptance of the proposal includes acceptance of the TERMS and any terms and conditions proposed by the CLIENT will be deemed to materially alter the TERMS and are hereby objected to and rejected by CEC. Acceptance of this proposal, including acceptance of the TERMS, shall occur upon the notification of CEC by CLIENT, in writing or orally, to commence performance in accordance with the proposal and the TERMS.

2.0 WARRANTY

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

CLIENT acknowledges that whenever a Project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) which may adversely affect the results of the Project, even though the services are performed with skill and care. CEC shall perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No other warranty, expressed or implied, is made.

3.0 SUBCONTRACTED SERVICES

CEC will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from more than one source.

4.0 SERVICES OF OTHERS

On occasion, CEC engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in accordance with our proposal.

5.0 SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the work set forth in this AGREEMENT. The CLIENT will notify any and all possessors of the project site that CLIENT has granted CEC free access to the site. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subterranean structures and utilities. CEC will take reasonable precautions to avoid known subterranean structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CEC for any time spent or expenses incurred by CEC in defense of any such claim with compensation to be based upon CEC's prevailing fee schedule and expense reimbursement policy.

6.0 SAMPLES

All soil, rock and/or water samples shall be discarded 30 days after submission of our report, unless CLIENT advises us otherwise. Upon request, we will ship or deliver the samples or store them for CLIENT for an agreed upon storage charge. If such samples contain hazardous materials, oil, or asbestos, CLIENT will pay all costs associated with their storage, transport, and/or disposal.

7.0 BILLING AND PAYMENT

7.1 General: Invoicing for labor will be performed in accordance with the provisions outlined in the proposal to which these Terms and Conditions are a part. Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. Payment shall be made as follows:

1. Lockbox (regular mail):
Civil & Environmental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

2. Electronic Payments:
Bank Wire Information:
Bank: PNC Bank
Pittsburgh, PA 15222

Account Name: Civil & Environmental Consultants, Inc.
333 Baldwin Road
Pittsburgh, PA 15205

PNC Bank Routing #043000096

Bank Telephone Number: 412-762-1836

Civil & Environmental Consultants, Inc. – Account #2272405

If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CEC in writing within fourteen (14) calendar days of the invoice, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice.

CLIENT will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the CLIENT to CEC per CEC's current fee schedules. In the event CLIENT fails to pay CEC within thirty (30) days after invoices are rendered, CLIENT agrees that CEC will have the right to suspend this AGREEMENT, without incurring liability to CLIENT, after giving seven (7) days written notice to CLIENT.

- 7.2 Litigation Services: If litigation services are not part of the proposal to which these Terms and Conditions are attached and are requested by CLIENT, the scope and invoicing terms for the requested litigation services will be identified in a separate proposal. The labor rate paid for senior CEC personnel (project manager, senior project manager, principal, or officer) for direct litigation support services shall generally be invoiced at a minimum rate of 1.5 times typical CEC rates, as specified in a separate proposal for those services.

8.0 REIMBURSABLE EXPENSES

The following items of direct non-salary expenses shall be billed according to the terms of our proposal:

- 8.1 Transportation and living expenses incurred for assignments outside the area.
- 8.2 Automobile expenses for personal or company vehicles at the allowable IRS mileage rate, plus parking and toll charges. For company vehicles, a minimum of \$85/day will be charged for use, unless the daily mileage charge for the vehicle in question exceeds \$85/day, in which case the actual daily mileage charge applies. Rental vehicles will be charged according to our proposal.
- 8.3 Long distance telephone calls, telegrams, and cables.
- 8.4 Field survey equipment usage at \$10.00/hr.
- 8.5 Computer usage and word processing at \$5.00/hour, and CADD at \$15.00/hr. connect time.
- 8.6 Shipping charges for soil and rock samples, field equipment, etc.
- 8.7 Project photographs and reproduction of drawings and reports.
- 8.8 Laboratory services, test borings, and other subcontracted services.
- 8.9 Other items directly identifiable to the project.

Our proposal does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost. This tax cost reimbursement will not be subject to mark-up.

9.0 DOCUMENTS

Any letters, reports, or documents prepared by us for CLIENT, are the instruments of our engineering services. These services provided by us are solely for CLIENT's use for the project and site described in our proposal.

10.0 INSURANCE

CEC maintains Workmen's Compensation Insurance as required by state law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. CEC will furnish certificates of such insurance upon request. In the event the CLIENT desires additional coverage of this type, CEC will, upon the CLIENT's written request, obtain additional insurance (if possible) at the CLIENT's expense. Our liability to the CLIENT for bodily injury or property damage arising out of work performed for the CLIENT for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

11.0 EVOLVING TECHNOLOGIES

The investigation, characterization, and remediation of hazardous wastes involve technologies which are rapidly evolving. Existing state-of-the-art technologies are often new and untried; future technologies may supersede current techniques. In addition, standards for remediation, including statutes and regulations, change with time. CLIENT understands that CEC's recommendations must be based upon current technologies and standards and may differ from the recommendations that might be made at a later time.

12.0 ALLOCATION OF RISK

- 12.1 Limitation of Remedies: Subject to all otherwise applicable statutes of limitations and repose, CLIENT agrees to limit CEC's liability to CLIENT, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this AGREEMENT, to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater.

If CLIENT prefers not to limit our professional liability to this sum, we shall waive this limitation upon CLIENT's written request, provided that CLIENT agrees to pay for this waiver at a negotiated fee. CLIENT's request for this option must be made at the time CLIENT accepts our proposal. In the event CLIENT makes a claim against us for any act arising out of the performance of our professional services, and fails to prove such claim, then CLIENT agrees to pay all legal and other costs incurred by us in defense of such claim.

- 12.2 Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential damages.
- 12.3 Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability arising from the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

CLIENT shall defend, indemnify, and hold harmless CEC from and against any and all claims, damages, or liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of CEC's services under this AGREEMENT, unless caused by the sole negligence or willful misconduct of CEC.

- 12.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this AGREEMENT. In the event that CLIENT requests that CEC provide additional services, CLIENT's obligations under this section shall apply to such additional services as if such additional service had to be performed as part of this AGREEMENT.

13.0 CHANGES

- 13.1 Unforeseen Site Conditions: CLIENT reserves the right to make reasonable changes in the work to be performed after acceptance of this AGREEMENT. CLIENT understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 13.2 Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, and these changes affect our work, any and all liability against CEC arising out of such changes is waived and you assume full responsibility for such changes unless you have given us prior notice and have received from us written consent for such changes.
- 13.3 CLIENT Requested Changes: Upon receipt of a change requested by CLIENT, CEC will obtain price quotations from our subcontractors and shall provide CLIENT with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. CLIENT shall authorize the requested change by amending the contract price and contract time.

14.0 CONSTRUCTION OBSERVATION AND CONSTRUCTION MANAGEMENT SERVICES

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of the construction work as set forth in the PROPOSAL, then this section applies.

For the specified assignment, CEC will report observations and professional opinions to the CLIENT. No action of CEC or CEC's site representative can be construed as altering any agreement between the CLIENT and others. CEC will report any observed work to the CLIENT which, in CEC's professional opinion, does not conform with plans and specifications. CEC has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for the CLIENT. Furthermore, CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by the CLIENT to provide construction related services.

CEC will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction selected by any agent or agreement of the CLIENT, or safety precautions and programs incident thereto.

When CEC provides construction observation or management services on the job site during project construction, it is understood that, in accordance with generally accepted practices, the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel will not include review of the adequacy of the contractor's safety measures in, on or near the construction site.

CEC disclaims any and all responsibility and liability for damages that result from implementation of CEC's plans, specifications, or recommendations when CEC is not retained to observe such implementation.

15.0 NOTIFICATION OF HAZARDS

It is CLIENT's duty to notify us of any information CLIENT has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. CLIENT will advise CEC immediately of any information which CLIENT received regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact CEC's work products. CEC shall rely on CLIENT's notification of known or suspected hazards in defining Anticipated Hazardous Materials present while performing the work.

CEC and CLIENT agree that the discovery of Unanticipated Hazardous Materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CEC and CLIENT also agree that the discovery of Unanticipated Hazardous Materials may make it necessary for CEC to take immediate measures to protect health and safety. CLIENT agrees to compensate CEC for any equipment decontamination or other costs incident to the discovery or presence of Unanticipated Hazardous Materials.

CEC agrees to notify CLIENT when suspected Unanticipated Hazardous Materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies and third parties. CLIENT also agrees to hold CEC harmless for any and all consequences of disclosures made by CEC which are required by governing law. CEC agrees to inform CLIENT in advance of any disclosures that are required by governing law. In the event the project site is not owned by CLIENT, CLIENT agrees that, if disclosure to the property owner is required, CLIENT and not CEC shall have the responsibility for making such disclosure.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and save CEC harmless from any claim, liability (including but not limited to claims of a reduction (or possible reduction) in the value of property) and defense costs (including attorney and expert witness costs) for injury or loss resulting from CEC's discovery of Unanticipated Hazardous Materials. CLIENT is responsible for the disposal of all water, earth, sediment or other media, including samples taken by or on behalf of CEC, which contain Unanticipated Hazardous Materials. CLIENT shall be responsible for the cost of any required testing of Unanticipated Hazardous Materials.

16.0 DELAYS, SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

CEC does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site which may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site which may present a threat to human health, safety or the environment. CEC will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to CLIENT or those whom CLIENT designates. Notwithstanding the foregoing, you understand that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

17.0 RCRA COMPLIANCE

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

18.0 DELAYS

Delays not the fault of CEC or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the total project cost shall be equitably adjusted by the amount of such additional costs.

19.0 MEDIATION AND ARBITRATION

- 19.1 Scope of Clause: Any claim arising out of or related to this AGREEMENT, except claims which are specifically excluded from mediation and arbitration as set forth in the "Exclusions" paragraph of this section of the AGREEMENT, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. With the exception of the claims set forth in the "Exclusions" paragraph of this section of the AGREEMENT, the mediation and arbitration provisions of this section shall apply to any and all disputes between CLIENT and CEC which arise from or which are in any way related to this AGREEMENT, including, but not limited to, the interpretation of this AGREEMENT, the enforcement of its terms, and any acts, errors, or omissions of CEC in the performance of this AGREEMENT.
- 19.2 Notice of Dispute: Within forty-five (45) days of the occurrence of any incident, action, or failure to act upon which a claim for relief is based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and a citation of the appropriate portions of this AGREEMENT that authorize the relief requested. The Notice of Dispute requirement under this paragraph does not pertain to the claims excluded from mediation and arbitration as described in the "Exclusions" paragraph of this section of the AGREEMENT.
- 19.3 Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a resolution on behalf of each party. Attorneys representing the parties may not be present at this meeting. The Meet and Confer requirement under this paragraph does not pertain to the claims excluded from mediation and arbitration as described in the "Exclusions" paragraph of this section of the AGREEMENT.
- If, as a result of the parties having met and conferred, an agreement is reached resolving the dispute, the parties shall immediately execute an addendum to this AGREEMENT setting forth the terms of their agreement.
- 19.4 Facilitated Mediation: If no agreement is reached, or if the agreement does not resolve all of the issues encompassed by the Notice of Dispute, the parties shall resolve their claims by mediation

which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this AGREEMENT and the American Arbitration Association. The Request for Mediation may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

- 19.5 Fees and Location: The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Pittsburgh, Pennsylvania, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 19.6 Arbitration: Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the paragraphs set forth above. Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.
- 19.7 Demand for Arbitration: A demand for arbitration shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.
- 19.8 Limitation on Consolidation or Joinder: Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, any person or entity not a party to this AGREEMENT under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (3) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- 19.9 Claims and Timely Assertion of Claims: The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.
- 19.10 Judgment on Final Award: The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 19.11 Non-Admissibility and Confidentiality: The Meet and Confer and the Facilitated Mediation are conducted under the provision that evidence may not be introduced at any later proceeding of any communication, statement, document provided, expert opinion, expert report, or offer to compromise

unless such was made, provided, or disposed outside of, and not in connection with, the Meet and Confer or Facilitated Mediation. Under no circumstances may the mediator, or any documents created or maintained by the mediation, be subpoenaed, nor shall the mediator testify in any subsequent proceedings.

All communications, statements, documents provided, expert opinions, expert reports, or offers to compromise are confidential and may not be disclosed without the written consent of the party making the statement or offering the information.

- 19.12 Cross-Claims: If a party contends that all or part of a claim described in the Notice of Dispute is offset by a cross-claim, or if a party contends that it has a claim which arises out of the same factors upon which the Notice of Claim is based, the party must, within seven days after receipt of the Notice of Claim, provide a written Notice of Cross-claim setting forth the same information as required in a Notice of Claim. The cross-claim shall be resolved in the Meet and Confer or the Facilitated Mediation in the same manner as the claim described in the Notice of Dispute.

Any agreement reached in the Meet and Confer or the Facilitated Mediation shall bar the later assertion in any action, arbitration, or other proceeding of any cross-claim which was required to be asserted by this section unless the parties' written resolution agreement explicitly reserves such cross-claim.

- 19.13 Exclusions: The mediation and arbitration provisions of this section **do not apply** to claims which arise out of or relate to disputes between CEC and CLIENT concerning amounts owed CEC for performance of services and/or disputes between CEC and CLIENT concerning the payment of CEC's invoices as provided in the "Billing and Payments" section of this AGREEMENT. Rather, CEC and CLIENT agree that any court of record of Allegheny County, Pennsylvania, shall have jurisdiction and venue over any claims excluded from mediation and arbitration as provided herein.

20.0 MISCELLANEOUS

- 20.1 Controlling Law: The law of the Commonwealth of Pennsylvania will govern the validity of these TERMS, their interpretation and performance, as well as the contract entered into between the parties to which these TERMS relate. If any part of this AGREEMENT shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.
- 20.2 Attorneys' Fees: If any action or arbitration or other proceeding is commenced to enforce any of the terms of this AGREEMENT, the performance thereof, or of any other judgment embodying any of its provisions, the prevailing party shall be awarded reasonable attorneys' fees, costs, and expenses in addition to any other relief granted.
- 20.3 Severability/Integration/Modification: This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this AGREEMENT.

This AGREEMENT may not be modified or altered, except by an agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this AGREEMENT.

- 20.4 Definition of Hazardous Materials: The term Hazardous Materials shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including, but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever and shall include, but not be limited to, those substances defined, designated, or listed in Section 4004 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)) or as defined, designated, or listed under any other federal, state, or local law, regulation, or ordinance concerning hazardous wastes, toxic substances, or pollution.
- 20.5 Definition of Biological Pollutants: The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-products of any such biological organisms.
- 20.6 Waste Manifests: If during remedial construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or agrees to provide CEC with a written limited power of attorney to sign manifests.

21.0 DESIGN/BUILD SERVICES

If CLIENT requests CEC-led design-build services, those design-build services will be performed in accordance with separate terms and conditions that specifically address design-build services.

22.0 BIOLOGICAL POLLUTANTS

CEC's scope of services, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. CLIENT agrees that CEC will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, CLIENT will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by CEC's sole negligence.

23.0 CONSENT TO ASSIGNMENT

CLIENT and CEC, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of these TERMS. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in these TERMS without the prior written consent of the other party, including, but not limited to (a) any interest in the proceeds of these TERMS, or any proceeds of claims arising from or under these TERMS; (b) any claims, causes of action or rights against the other party arising from or under these TERMS; (c) the control of claims or causes of action against the other party arising from or under these TERMS; and (d) any proceeds from claims or causes of action as security, collateral, or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of these TERMS for any reason and shall remain enforceable between parties.

24.0 TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if the CLIENT suspends the work for more than three (3) months. In the event of termination, CEC will be paid for services performed prior to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records and report necessary to document job status at the time of termination.

25.0 FILE RETENTION

After this project is concluded, our file on the project will be closed. All documents and information within the project file will be retained by CEC, and may be sent offsite for storage. Unless you make other arrangements with us, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

END OF TERMS AND CONDITIONS



January 23, 2017

Mr. George Zboyovski, P.E., Borough Manager
Brentwood Borough
3624 Brownsville Road
Pittsburgh, Pennsylvania, 15227

RE: Snee Dairy Property
Parcel ID: 188-F-95 & 188-F-97
3735 Brownsville Road
Brentwood Borough
Allegheny County, Pennsylvania
Phase I Environmental Site Assessment

Dear Mr. Zboyovski:

Skelly and Loy, Inc. is pleased to provide this proposal to perform a Phase I Environmental Site Assessment (ESA) at the referenced site. Site boundaries are defined by mapping using Google Earth and the Allegheny County GIS Data Viewer, which identifies parcels 188-F-95 and 188-F-97 as the subject property. The purposes of a Phase I ESA are to:

- Identify readily identifiable environmental conditions that might affect the current or future use or value of the property;
- Recommend appropriate actions relative to readily identifiable environmental conditions that may be found during the ESA; and
- Satisfy a portion of the due diligence requirements as they pertain to the transfer of commercial and/or industrial real estate properties with regard to the potential liabilities associated with the Comprehensive Environmental Resource Conservation Liability Act (CERCLA) and/or the Resource Conservation Recovery Act (RCRA).

SCOPE OF WORK

Skelly and Loy will complete a Phase I ESA for the site in accordance with the scope and limitations of the American Society for Testing and Materials (ASTM) Practice E 1527-13 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process." The assessment will include research into readily available historical and regulatory documents relating to past use of the site and surrounding properties, and interviews with persons knowledgeable of the past ownership and use of the land and with local officials regarding possible environmental conditions that might affect the site. It will also include a site reconnaissance to inspect the current condition of the site. ASTM search radii will be used in conducting the historical research.

COST ESTIMATE

Skelly and Loy will complete a Phase I ESA for the referenced property located in Pittsburgh, Pennsylvania, on a fixed cost basis, in accordance with the guidelines of ASTM E-1527-13, for the cost of \$2,000.00. This work will be completed pursuant to the attached *Professional Services Standard Terms and Conditions*. **The price will remain valid for 90 days; if the project is not started within this time period, Skelly and Loy reserves the right to withdraw this offer and resubmit.**

This estimate assumes the following:

- Client will arrange for unrestricted access to all portions of the property to be assessed for Skelly and Loy staff as necessary throughout the Phase I ESA process; Skelly and Loy staff will not enter private properties owned by others without a written right-of-entry agreement executed by the client;
- Client will make available to Skelly and Loy a list of names and phone numbers of interviewees that are knowledgeable of the current and former site operations;
- Client will provide to Skelly and Loy a location map and a site plan showing the extent of the property to be assessed in the event that the enclosed site figure is incorrect or requires editing;
- The Pennsylvania Department of Environmental Protection (PADEP) can schedule the regulatory file reviews less than four weeks from the client-mandated deliverable date of the final Phase I ESA report; otherwise, the final report will not include a file review and will reference that this exception to standard practice is due to project schedule constraints;
- The site reconnaissance can be completed in one day by one Skelly and Loy professional; and
- A deed review, title search, and environmental lien search will not be performed under this scope of work.

SCHEDULE

At this time, Skelly and Loy does not anticipate the completion of this project will require an expedited completion/delivery. Skelly and Loy can begin the site reconnaissance immediately upon receipt of the fully executed contract and the anticipated schedule for this project is outlined as follows:

Activity:

Site Reconnaissance
Historical Review/Interviews
Regulatory Database Review
Final Report Submittal

Completed By:

Within 1 week of notice to proceed
Within 2 weeks of notice to proceed
Not anticipated within required timeframe
Within 3 weeks of notice to proceed

Mr. George Zboyovski, P.E.

January 23, 2017

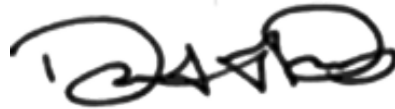
Page 3

Skelly and Loy proposes to provide the professional services described herein in accordance with the attached *Professional Services Standard Terms and Conditions*. This price proposal will remain valid for 90 days; if the project is not started within this time period, Skelly and Loy reserves the right to withdraw this offer and resubmit at prevailing rates. If you are in agreement with the scope of work and the contract terms and conditions, please execute both copies of the attached *Professional Services Standard Terms and Conditions* by initialing the front page where indicated and completing and signing the back page. Please return both executed copies to my attention, and we will return one fully executed copy to you for your records. Your returned countersigned copy will constitute our full and complete agreement.

If you have any questions or require additional information, please contact me on my cell at (412) 327- 3320 or by e-mail ddavis@skellyloy.com.

Sincerely,

SKELLY and LOY, Inc.

A handwritten signature in black ink, appearing to read 'D. Davis', with a stylized flourish at the end.

Daniel J. Davis
Environmental Project Manager

DJD/JTM/krm

Enclosures

cc: R17-0051.P00

File: 2017-1-23 Snee Diary Phase I ESA Proposal

SKELLY AND LOY, INC.
PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions set forth herein are part of the attached Proposal (the "Proposal") for the performance of engineering or environmental services and all supplements to the Proposal. In the event of any inconsistencies, the terms of the Proposal shall take precedence over these Standard Terms and Conditions.

on receipt by CLIENT of an invoice without retainage, and payment will not be contingent on receipt by CLIENT of funds from third parties.

Applicable Contract Type

- ☒ fixed fee \$2,000.00
☐ time and materials
☐ applicable retainer to be applied to last invoice
_____ % \$ _____
(must check 1 above)

Applicable Billing Method

- ☒ monthly billing
☐ per attached schedule
☐ % of completion

(must check 1 above)

1. **GENERAL:** SKELLY and LOY, Inc. (hereinafter referred to as "Skelly and Loy") shall provide for CLIENT professional engineering or environmental services in all phases of the project to which the Proposal applies (the "Project"). Skelly and Loy's professional services will be performed with the care and skill ordinarily used by members of Skelly and Loy's profession practicing under similar conditions at the same time and in the same locality. The warranties and liabilities set forth herein are in lieu of all other warranties and liabilities expressed or implied in law or in fact.

2. **CLIENT'S OBLIGATION:** To assist Skelly and Loy in performance of the services hereunder, CLIENT shall (a) cooperate in every reasonable manner with Skelly and Loy and provide all available material, data and information which pertains to the Project, including all criteria, design, and construction standards and all other information relating to Skelly and Loy's requirements for the project; (b) consult with Skelly and Loy; (c) permit Skelly and Loy reasonable access to CLIENT'S location(s); (d) secure and provide all permits and licenses necessary for the performance of services hereunder at CLIENT'S facility(ies); and (e) provide prompt written notice of any defects or suspected defects in Skelly and Loy's performance. Skelly and Loy shall be entitled to rely on the information provided by CLIENT.

3. **PROFESSIONAL LIABILITY:** To the fullest extent permitted by law, Skelly and Loy's total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or the Proposal from any cause or causes, including, but not limited to, Skelly and Loy's negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed the total of Skelly and Loy's professional liability insurance. Skelly and Loy will submit to CLIENT a certificate of insurance indicating coverage limits and shall carry a clause requiring thirty (30) days written notice to CLIENT of cancellation. Notwithstanding any other provision herein, Skelly and Loy shall not be responsible for any incidental, indirect or consequential damages (including loss of profits) incurred by CLIENT or any third party occasioned by services performed hereunder or by application or use of reports or other work performed hereunder.

4. **BUILDERS RISK COVERAGE:** Should CLIENT obtain a builder's risk policy for the construction phase of this Project, CLIENT shall name Skelly and Loy as an additional insured and provide Skelly and Loy with proof of coverage.

5. **INDEMNIFICATION:** CLIENT will indemnify and hold harmless Skelly and Loy, its officers, directors, shareholders or agents, employees, consultants and subcontractors from and against any and all liabilities, damages or expenses, including, without limitation, any and all legal costs and expenses, whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless or intentional acts or omissions by CLIENT, its officers, directors, shareholders, agents, employees, consultants and contractors, or one for whom they are liable whether said acts or omissions are negligent, reckless, intentional or unintentional. In the event that the CLIENT fails or refuses to indemnify Skelly and Loy hereunder, then in addition to all other damages and costs and upon an adjudication in favor of Skelly and Loy, CLIENT shall be responsible for any and all costs associated with bringing such claim for indemnity, including but not limited to attorneys fees, expert fees, and court costs.

6. **PAYMENT OF INVOICES:**

6.1 Invoices will be submitted by Skelly and Loy as follows. Payments will be due and payable in full

6.2 CLIENT shall notify Skelly and Loy in writing within ten (10) days after receipt of an invoice if any aspect of the invoice is in dispute. CLIENT agrees to pay all charges not in dispute promptly upon receipt of the invoice. CLIENT agrees that Skelly and Loy has the right to suspend or terminate service without prior notice if charges are not paid within 30 days after receipt of an invoice from Skelly and Loy, and CLIENT agrees to waive any claim against Skelly and Loy, and to indemnify, defend and hold harmless Skelly and Loy from and against any claims arising from Skelly and Loy's suspension or termination of work by Skelly and Loy because of CLIENT'S failure to provide timely payment.

6.3 If fees are not paid in full within thirty (30) days of the date of the invoice, Skelly and Loy reserves the right to pursue all remedies, including withdrawing certifications and retaining all documents without recourse.

6.4 If at any time an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of 1½% per month will be charged on past-due accounts from the date of the invoice. CLIENT agrees to indemnify and hold harmless Skelly and Loy from and against any and all reasonable fees, expenses, and costs incurred by Skelly and Loy in its efforts to collect and enforce payment of accounts that have not been paid when due.

6.5 All invoicing will be substantiated by Skelly and Loy cost record sheets and work order system. Time spent in additional detailing of invoices at the CLIENT'S request is considered extra effort on the Project and will be invoiced as additional work along with any related cost of making copies and reproductions.

7. **DELAYS AND FORCE MAJEURE:** CLIENT hereby releases and holds Skelly and Loy harmless for damages or delays in performance caused by acts of God, acts and/or omissions of federal, state, and local governmental authorities and regulatory agencies, or other events which are beyond the reasonable control of Skelly and Loy. Should such acts or events occur, it is agreed that Skelly and Loy shall use reasonable means to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the services covered by this Agreement. Skelly and Loy shall be compensated for any reasonable expenses arising out of such a delay or force majeure event.

8. **OWNERSHIP, MAINTENANCE, AND USE OF DOCUMENTS:** All materials resulting from Skelly and Loy's efforts on this Project, including documents, calculations, maps, photographs, drawings, any and all information transferred through electronic media, word processing or computer diskettes, computer printouts, notes, samples, specimens, and any other pertinent printed, stored, or transmitted data are instruments of Skelly and Loy's service. Skelly and Loy shall have the right to retain copies of all such instruments of service. All reports and other materials resulting from Skelly and

Loy's efforts are not intended or represented to be suitable for reuse or on extensions or modifications of this Project or any other project. Use of said reports or other materials by CLIENT on such extensions, modifications, or other projects without written permission or adaptation by Skelly and Loy for the specific purpose intended shall be at the user's sole risk, without liability on Skelly and Loy's part and CLIENT shall indemnify, defend, and hold harmless Skelly and Loy from damages and claims arising out of unauthorized use. Unless restricted by the terms of a Confidentiality Agreement, Skelly and Loy reserves the right to use photographs with respect to the Project for the purpose of Skelly and Loy's promotional materials, including but not limited to Skelly and Loy's Web site, brochure, and corporate newsletters.

9. **PATENTS AND CONFIDENTIAL INFORMATION:** Skelly and Loy shall retain all right and title to all patentable and unpatentable inventions including confidential know-how and software developed by Skelly and Loy hereunder in its field of expertise.

10. **SITE INFORMATION:** If requested by Skelly and Loy, CLIENT shall locate for Skelly and Loy and shall assume responsibility for the accuracy of its representations as to the locations of all installations and underground utilities. In such event, Skelly and Loy will not be responsible for damage to any such utilities or installations not so located.

11. **DISPOSAL OF HAZARDOUS WASTE SAMPLES AND CONTAMINATED EQUIPMENT:**

11.1 All samples of hazardous contaminants are the property and responsibility of CLIENT and shall be returned to CLIENT at the end of the Project for proper disposal. Alternate arrangements to ship such samples directly to a permitted hazardous waste or other appropriate disposal facility may be made at CLIENT'S request, responsibility, and expense.

11.2 All laboratory and field equipment that cannot readily and adequately be decontaminated shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to turn such equipment directly over to a permitted hazardous waste or other appropriate disposal facility may be made at CLIENT'S request, responsibility, and expense.

11.3 CLIENT agrees to indemnify and hold Skelly and Loy harmless from and against all loss, damage, and expense arising out of the disposal of all such samples and equipment, except to the extent caused by the negligent or willful misconduct of Skelly and Loy.

12. **NO THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than CLIENT and Skelly and Loy.

13. **HOURLY RATES FOR PROFESSIONAL AND TECHNICAL STAFF:** The following range of hourly rates will be charged to CLIENT and are valid through April 1, 2017:

Senior Advisor	\$175-\$190
Principal Engineer/Scientist	\$140-\$160
Senior Engineer/Scientist	\$110-\$135
Staff Engineer/Scientist	\$75-\$105
Field Engineer/Scientist/Technician	\$60-\$85
GIS/CADD Technician	\$85-\$100
Junior Technician	\$35-\$45
Project Support	\$50-\$60

Litigation services and international projects are subject to a 25% markup. Litigation services include, but are not limited to, research, depositions, and expert testimony.

Client Authorized Representative _____
(Please Initial)
Skelly and Loy Authorized Representative _____

14. **EXPENSES:** Other direct project costs are billed at actual or a standard rate as outlined below.

Subcontracted Services - Cost plus a 10% management fee

Out-of-Pocket Expenses - Cost

Mileage for Two-Wheel Drive Vehicles - IRS allowable rate

Four-Wheel Drive Vehicles - \$0.65 per mile

Service Truck Rental - \$34.50/day + \$0.65/mile

GPS - \$20.00 per hour

Black-and-White Photocopies - \$0.12 per copy

Color Photocopies - \$0.45 per copy

Report Bindings - \$2.00 per book/volume

Outsourced Printing Expenses - Cost

Black-and-White Plotting and Blue-line Reproduction - \$0.50 per square foot

Regular Color Plotting - \$0.75 per square foot

Glossy Color Plotting - \$1.00 per square foot

Geo-Environmental and AMS Service Groups Instrumentation and Equipment - per the attached schedule if applicable to the project.

15. **CONTRACT MODIFICATIONS:** Any contracts with greater than one-year term are subject to renegotiation at the expiration of the anniversary of the contract. Any changes in the terms and conditions of this agreement shall be effective only when incorporated as a written amendment to this agreement.

16. **ENTIRE AGREEMENT:** The proposal, including Standard Terms and Conditions, drawings, plans, plats, and exhibits attached thereto, set forth the entire understanding and agreement between the parties with respect to the Project and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The documentation described in the prior sentence supersedes all prior

documents, agreements, and understandings between the parties with respect to the Proposal.

17. **GOVERNING LAW:** This Agreement and the terms and conditions of the Proposal shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without application of its choice of law provisions. Any action arising out of the work performed pursuant to this agreement and/or proposal must be brought either in the Court of Common Pleas of Dauphin County, Pennsylvania, or the U.S. Middle District of Pennsylvania which shall have exclusive jurisdiction and venue. Participation in mediation shall be a condition precedent to the filing of any litigation. A demand for mediation shall be filed with the other parties. Unless the parties otherwise agree, the mediation shall be governed by the American Arbitration Association. Should Skelly and Loy prevail in any litigation, it shall be entitled to recover its costs, including reasonable attorneys fees, expert fees, and expenses.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date CLIENT accepts attached Proposal.

Name of Client

By: _____
Authorized Representative (Please Sign)

Name (Please Print)

Title

Date

e-mail address
(For use internally by Skelly and Loy only)

Street Address:

Billing Address:

Telephone Number: _____

SKELLY AND LOY, INC.

By: _____
Authorized Representative

Name

Title

Date

Street Address:

Suite 300, 449 Eisenhower Boulevard

Harrisburg, Pennsylvania 17111

717-232-0593

Proposal No.: R17-0051.P00

Prepared By: JTM **Date:** 1-23-17

Project Manager: Jason T. McCabe

Estimated Contract Value: \$2,000.00

Standard Terms and Conditions are valid only when signed by an Associate or Officer of Skelly and Loy, Inc.

SKELLY AND LOY, INC.
PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions set forth herein are part of the attached Proposal (the "Proposal") for the performance of engineering or environmental services and all supplements to the Proposal. In the event of any inconsistencies, the terms of the Proposal shall take precedence over these Standard Terms and Conditions.

on receipt by CLIENT of an invoice without retainage, and payment will not be contingent on receipt by CLIENT of funds from third parties.

Applicable Contract Type

- ☒ fixed fee \$2,000.00
☐ time and materials
☐ applicable retainer to be applied to last invoice
_____ % \$ _____
(must check 1 above)

Applicable Billing Method

- ☒ monthly billing
☐ per attached schedule
☐ % of completion

(must check 1 above)

1. **GENERAL:** SKELLY and LOY, Inc. (hereinafter referred to as "Skelly and Loy") shall provide for CLIENT professional engineering or environmental services in all phases of the project to which the Proposal applies (the "Project"). Skelly and Loy's professional services will be performed with the care and skill ordinarily used by members of Skelly and Loy's profession practicing under similar conditions at the same time and in the same locality. The warranties and liabilities set forth herein are in lieu of all other warranties and liabilities expressed or implied in law or in fact.

2. **CLIENT'S OBLIGATION:** To assist Skelly and Loy in performance of the services hereunder, CLIENT shall (a) cooperate in every reasonable manner with Skelly and Loy and provide all available material, data and information which pertains to the Project, including all criteria, design, and construction standards and all other information relating to Skelly and Loy's requirements for the project; (b) consult with Skelly and Loy; (c) permit Skelly and Loy reasonable access to CLIENT'S location(s); (d) secure and provide all permits and licenses necessary for the performance of services hereunder at CLIENT'S facility(ies); and (e) provide prompt written notice of any defects or suspected defects in Skelly and Loy's performance. Skelly and Loy shall be entitled to rely on the information provided by CLIENT.

3. **PROFESSIONAL LIABILITY:** To the fullest extent permitted by law, Skelly and Loy's total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or the Proposal from any cause or causes, including, but not limited to, Skelly and Loy's negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed the total of Skelly and Loy's professional liability insurance. Skelly and Loy will submit to CLIENT a certificate of insurance indicating coverage limits and shall carry a clause requiring thirty (30) days written notice to CLIENT of cancellation. Notwithstanding any other provision herein, Skelly and Loy shall not be responsible for any incidental, indirect or consequential damages (including loss of profits) incurred by CLIENT or any third party occasioned by services performed hereunder or by application or use of reports or other work performed hereunder.

4. **BUILDERS RISK COVERAGE:** Should CLIENT obtain a builder's risk policy for the construction phase of this Project, CLIENT shall name Skelly and Loy as an additional insured and provide Skelly and Loy with proof of coverage.

5. **INDEMNIFICATION:** CLIENT will indemnify and hold harmless Skelly and Loy, its officers, directors, shareholders or agents, employees, consultants and subcontractors from and against any and all liabilities, damages or expenses, including, without limitation, any and all legal costs and expenses, whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless or intentional acts or omissions by CLIENT, its officers, directors, shareholders, agents, employees, consultants and contractors, or one for whom they are liable whether said acts or omissions are negligent, reckless, intentional or unintentional. In the event that the CLIENT fails or refuses to indemnify Skelly and Loy hereunder, then in addition to all other damages and costs and upon an adjudication in favor of Skelly and Loy, CLIENT shall be responsible for any and all costs associated with bringing such claim for indemnity, including but not limited to attorneys fees, expert fees, and court costs.

6. **PAYMENT OF INVOICES:**

6.1 Invoices will be submitted by Skelly and Loy as follows. Payments will be due and payable in full

6.2 CLIENT shall notify Skelly and Loy in writing within ten (10) days after receipt of an invoice if any aspect of the invoice is in dispute. CLIENT agrees to pay all charges not in dispute promptly upon receipt of the invoice. CLIENT agrees that Skelly and Loy has the right to suspend or terminate service without prior notice if charges are not paid within 30 days after receipt of an invoice from Skelly and Loy, and CLIENT agrees to waive any claim against Skelly and Loy, and to indemnify, defend and hold harmless Skelly and Loy from and against any claims arising from Skelly and Loy's suspension or termination of work by Skelly and Loy because of CLIENT'S failure to provide timely payment.

6.3 If fees are not paid in full within thirty (30) days of the date of the invoice, Skelly and Loy reserves the right to pursue all remedies, including withdrawing certifications and retaining all documents without recourse.

6.4 If at any time an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of 1½% per month will be charged on past-due accounts from the date of the invoice. CLIENT agrees to indemnify and hold harmless Skelly and Loy from and against any and all reasonable fees, expenses, and costs incurred by Skelly and Loy in its efforts to collect and enforce payment of accounts that have not been paid when due.

6.5 All invoicing will be substantiated by Skelly and Loy cost record sheets and work order system. Time spent in additional detailing of invoices at the CLIENT'S request is considered extra effort on the Project and will be invoiced as additional work along with any related cost of making copies and reproductions.

7. **DELAYS AND FORCE MAJEURE:** CLIENT hereby releases and holds Skelly and Loy harmless for damages or delays in performance caused by acts of God, acts and/or omissions of federal, state, and local governmental authorities and regulatory agencies, or other events which are beyond the reasonable control of Skelly and Loy. Should such acts or events occur, it is agreed that Skelly and Loy shall use reasonable means to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the services covered by this Agreement. Skelly and Loy shall be compensated for any reasonable expenses arising out of such a delay or force majeure event.

8. **OWNERSHIP, MAINTENANCE, AND USE OF DOCUMENTS:** All materials resulting from Skelly and Loy's efforts on this Project, including documents, calculations, maps, photographs, drawings, any and all information transferred through electronic media, word processing or computer diskettes, computer printouts, notes, samples, specimens, and any other pertinent printed, stored, or transmitted data are instruments of Skelly and Loy's service. Skelly and Loy shall have the right to retain copies of all such instruments of service. All reports and other materials resulting from Skelly and

Loy's efforts are not intended or represented to be suitable for reuse or on extensions or modifications of this Project or any other project. Use of said reports or other materials by CLIENT on such extensions, modifications, or other projects without written permission or adaptation by Skelly and Loy for the specific purpose intended shall be at the user's sole risk, without liability on Skelly and Loy's part and CLIENT shall indemnify, defend, and hold harmless Skelly and Loy from damages and claims arising out of unauthorized use. Unless restricted by the terms of a Confidentiality Agreement, Skelly and Loy reserves the right to use photographs with respect to the Project for the purpose of Skelly and Loy's promotional materials, including but not limited to Skelly and Loy's Web site, brochure, and corporate newsletters.

9. **PATENTS AND CONFIDENTIAL INFORMATION:** Skelly and Loy shall retain all right and title to all patentable and unpatentable inventions including confidential know-how and software developed by Skelly and Loy hereunder in its field of expertise.

10. **SITE INFORMATION:** If requested by Skelly and Loy, CLIENT shall locate for Skelly and Loy and shall assume responsibility for the accuracy of its representations as to the locations of all installations and underground utilities. In such event, Skelly and Loy will not be responsible for damage to any such utilities or installations not so located.

11. **DISPOSAL OF HAZARDOUS WASTE SAMPLES AND CONTAMINATED EQUIPMENT:**

11.1 All samples of hazardous contaminants are the property and responsibility of CLIENT and shall be returned to CLIENT at the end of the Project for proper disposal. Alternate arrangements to ship such samples directly to a permitted hazardous waste or other appropriate disposal facility may be made at CLIENT'S request, responsibility, and expense.

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Senior Engineer/Scientist	\$110-\$135
Staff Engineer/Scientist	\$75-\$105
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GIS/CADD Technician	\$85-\$100
Junior Technician	\$35-\$45
Project Support	\$50-\$60

Litigation services and international projects are subject to a 25% markup. Litigation services include, but are not limited to, research, depositions, and expert testimony.

Client Authorized Representative _____
(Please Initial)
Skelly and Loy Authorized Representative _____

14. **EXPENSES:** Other direct project costs are billed at actual or a standard rate as outlined below.

Subcontracted Services - Cost plus a 10% management fee

Out-of-Pocket Expenses - Cost

Mileage for Two-Wheel Drive Vehicles - IRS allowable rate

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Service Truck Rental - \$34.50/day + \$0.65/mile

GPS - \$20.00 per hour

Black-and-White Photocopies - \$0.12 per copy

Color Photocopies - \$0.45 per copy

Report Bindings - \$2.00 per book/volume

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Glossy Color Plotting - \$1.00 per square foot

Geo-Environmental and AMS Service Groups Instrumentation and Equipment - per the attached schedule if applicable to the project.

15. **CONTRACT MODIFICATIONS:** Any contracts with greater than one-year term are subject to renegotiation at the expiration of the anniversary of the contract. Any changes in the terms and conditions of this agreement shall be effective only when incorporated as a written amendment to this agreement.

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documents, agreements, and understandings between the parties with respect to the Proposal.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date CLIENT accepts attached Proposal.

Name of Client

By: _____
Authorized Representative (Please Sign)

Name (Please Print)

Title

Date

e-mail address
(For use internally by Skelly and Loy only)

Street Address:

Billing Address:

Telephone Number: _____

SKELLY AND LOY, INC.

By: _____
Authorized Representative

Name

Title

Date

Street Address:

Suite 300, 449 Eisenhower Boulevard

Harrisburg, Pennsylvania 17111

717-232-0593

Proposal No.: R17-0051.P00

Prepared By: JTM **Date:** 1-23-17

Project Manager: Jason T. McCabe

Estimated Contract Value: \$2,000.00

Standard Terms and Conditions are valid only when signed by an Associate or Officer of Skelly and Loy, Inc.



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 15.c.
ACTION ITEM

SUBJECT: Consider approving the work authorization from The Gateway Engineers for the completion of a preliminary geotechnical investigation at 3735 Brownsville Road at a not-to-exceed cost of \$7,000 to be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services. [ACTION ITEM]

DATE: February 27, 2017

**PRESENTED BY: MR. GEORGE ZBOYOVSKY, PE
BOROUGH MANAGER**

SUMMARY:

This item is associated with the municipal building project. The Borough is continuing to do its due diligence in terms of evaluating the viability of the property at 3735 Brownsville Road. In order to ensure that the foundation of the building is suitable designed, it is prudent to perform test borings to determine the profile of the subsurface soils. The Gateway Engineers is proposing to contract with a vendor to drill two test holes. This firm will subsequently perform an internal analysis of soil conditions, drainage, etc.

BUDGET IMPACT:

It is estimated that the subcontractor's fees for the two bored holes will amount to \$2,600. Soil analysis will cost approximately \$4,400. The total not-to-exceed amount of \$7,000 would be paid from Capital Improvement Fund Line Item 18-409-317: Engineering & Architectural Services.

Fees would be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services.

2017 Budget = \$235,000.00.

YTD = \$0.00

Proposed = \$14,900.00

Proposed = \$7,000.00

Proposed = \$2,000.00

Balance = \$211,100.00

RECOMMENDATION:

To ensure the site is adequate to construct a new building foundation, it is recommended that a geo-technical Investigation and study be performed.

ATTACHMENTS:

Description

Upload Date

Type

February 10, 2017

Project Name: Preliminary Geotechnical Investigation
Snee Dairy Site

Project Number: C-40000-2017

Project Location: Brownsville Road, Brentwood Borough, Allegheny County, Pennsylvania

Work to be Performed

Gateway shall conduct a preliminary geotechnical investigation, with two test borings drilled at the front of the site as the remainder is presently occupied by a building, to evaluate subsurface conditions at the site and provide preliminary foundation considerations for the proposed future Municipal Building. Gateway's work will be supplemented by a drilling contractor. We recommend that additional borings be completed after the existing building has been demolished to evaluate subsurface conditions in the remainder of the site.

Fee Schedule

The above Work to be Performed for the preliminary investigation will be billed on a time and materials basis and completed for approximately \$4,400. The fees related to the drilling contractor's work are estimated to be \$2,600. Thus, the estimate for the entire investigation is \$7,000. Invoicing will occur monthly in accordance with the previously submitted hourly rate schedule, which will be in effect through the end of this calendar year.

Our fees will not exceed \$7,000.00 without submitting and receiving another signed Work Authorization prior to continuing our work.

Richard D. Minsterman, P.E.
Principal in Charge

Joseph P. Fagan, P.E.
Project Manager

Acceptance

I/We, the undersigned, accept this proposal as outlined above.

Company: Brentwood Borough

Attention: President of Council

Print Name: _____

Date: _____

Signature: _____

Upon acceptance and
completion of this form,
return the signed proposal.

RETURN



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 15.d.
ACTION ITEM

SUBJECT: Consider approving the work authorization from HHS DR Engineers and Architects associated with Architectural/Engineering Services to prepare plans and cost estimates to construct a new Municipal Building at 3735 Brownsville Road at a not-to-exceed cost of \$14,900 to be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services. [ACTION ITEM]

DATE: February 27, 2017

**PRESENTED BY: MR. GEORGE ZBOYOVSKY, PE
BOROUGH MANAGER**

SUMMARY:

This item is also associated with the option of constructing a new municipal building at property referred to as the Snee Dairy Site. As has been discussed, the Borough is limited by borrowing caps to a new building with a total cost (including design and construction) of \$5 million. In order to properly determine if the Snee Dairy Site will be adequate, some preliminary design and cost estimates are required.

BUDGET IMPACT:

Fees would be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services.

2017 Budget = \$235,000.00.

YTD = \$0.00

Proposed = \$14,900.00

Proposed = \$7,000.00

Proposed = \$2,000.00

Balance = \$211,100.00

RECOMMENDATION:

To determine the fiscal feasibility of building on the site, it is recommended to approve this work authorization.

ATTACHMENTS:

Description

Snee Dairy Design Proposal

Upload Date

2/18/2017

Type

Cover Memo



January 31, 2017

The Borough of Brentwood
3624 Brownsville Road
Pittsburgh, Pennsylvania 15227

Attention: Mr. George Zboyovsky, PE, Borough Manager

201 CENTURY BUILDING
130 SEVENTH STREET
PITTSBURGH, PA 15222
TEL. (412) 281-2280
FAX (412) 281-2334

J. GREER HAYDEN, P.E., R.A.
ROBERT A. ENGLEBAUGH, R.A.
JOSEPH C. McLAUGHLIN, P.E.
ANDREAS N. DOMETAKIS, R.A.
VINCENT M. ORDINARIO, R.A.
MATTHEW P. FRANZ, R.A.

C. ROBERT SCHAFER, R.A.
PAUL S. McCULLOUGH

JOHN J. CARLY
BARBARA A. MATEJKA
CHARLES A. ROZZI CCS
JEFFREY L. TILLIA

A I A / N S P E

Re: Proposal to Perform Architectural / Engineering Services
Study for a New Municipal Building at the Former Snee Dairy Site
The Borough of Brentwood
HHSDR #4056

Dear Mr. Zboyovsky,

Thank you again for the opportunity to further assist you with a potential solution for a new Municipal Building on the Snee Dairy Site. As per our group discussion on January 30, 2017, you requested a proposal to perform a study addressing the following items:

1. New facility in the range of 14,000 to 17,000 square feet on two, above grade floors and a basement parking level.
2. Building to be on the existing +/- 19,100 square foot site containing the former Snee Dairy building.
3. Limited on-site parking with majority of parking to be located off-site.
4. Space programming similar to previous Municipal Building design option, but additional space for EMS and select police functions.

The deliverables to the Borough will include the following:

- Borough ordinance and state building code research.
- Preliminary conceptual schematic site and floor plans.
- Street view, 3D renderings of the proposed building.
- Defined square footages of areas of interior spaces.
- Preparation of preliminary cost estimates.

We propose an hourly, not-to-exceed fee of \$14,900 to prepare this Study. Printing of drawings and documents will be billed at cost as a reimbursable expense.

If acceptable to the Borough, we would proceed under the terms and conditions of our September 3, 2013 agreement.

We enjoy being a part of the Borough's efforts to find a solution for its governance functions, and look forward to this next phase of analysis. Please do not hesitate to contact me with any questions.

Sincerely,

HHSDR Architects/Engineers


Matthew P. Franz, AIA
Vice President
MPF:vp
cc: Mr. Rod McAdams



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 15.e.
ACTION ITEM

SUBJECT: Consider authorizing Valbridge Property Advisors to prepare an Appraisal of Real Estate for property located at 3735 Brownsville Road at a not-to-exceed cost of \$1,500.00 to be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services [ACTION ITEM]

DATE: February 27, 2017

**PRESENTED BY: MR. GEORGE ZBOYOVSKY, PE
BOROUGH MANAGER**

SUMMARY:

This item is also associated with the option of constructing a new municipal building at property referred to as the Snee Dairy Site. Valbridge Property Advisors completed a Real Estate Appraisal of the property in April 2014. As such, Valbridge Property Advisors would be able to prepare a complete appraisal for the reduced rate of \$1,500.00.

BUDGET IMPACT:

Fees would be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services.

2017 Budget = \$235,000.00.

YTD = \$0.00

Proposed = \$14,900.00

Proposed = \$7,000.00

Proposed = \$2,000.00

Balance = \$211,100.00

Appraisal = \$1,500.00

Balance \$209,600.00

RECOMMENDATION:

So as to demonstrate that the asking price for said property is appropriate, it is recommended to approve this work authorization.

ATTACHMENTS:

Description

2014 Appraisal Report_Snee Dairy

Upload Date

2/24/2017

Type

Cover Memo

APPRAISAL OF REAL ESTATE

EXISTING COMMERCIAL/APARTMENT BUILDING

3735 BROWNSVILLE ROAD
BOROUGH OF BRENTWOOD
ALLEGHENY COUNTY, PENNSYLVANIA

PREPARED FOR

BRENTWOOD BOROUGH
3624 BROWNSVILLE ROAD
PITTSBURGH, PENNSYLVANIA 15227

May 7, 2014

PA01-14-4276



Valbridge
PROPERTY ADVISORS

Barone Murtha Shonberg & Associates, Inc.

4701 Baptist Road
Suite 304
Pittsburgh, PA 15227
412-881-6080 phone
412-881-8040 fax

May 7, 2014

Mr. George Zboyovsky, PE
3624 Brownsville Road
Pittsburgh, PA 15227

Dear Mr. Zboyovsky:

In response to your request, and for the purpose of providing an opinion of market value, we have appraised the property located and known as:

EXISTING COMMERCIAL/APARTMENT BUILDING

3735 Brownsville Road
Borough of Brentwood
Allegheny County, Pennsylvania

The real estate consists of a commercial/apartment building, situated on a 15,182 square foot parcel of land. The final property inspection took place on April 9, 2014. The effective date of the appraisal is April 9, 2014. The methodology used in valuing the asset relies on the Sales Comparison Approaches to value. The property rights appraised are those associated with the fee simple estate. The value conclusion presented herein is subject to the Definitions, Assumptions and Limiting Conditions set forth within the report

The results have been communicated in an appraisal report that has been prepared in accordance with the Scope of Work described herein, the Code of Ethics of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice (USPAP), specifically Standard Rule 2-2(a), and Title XI of the Federal Financial Institutions Reform Recovery and Enforcement Act (FIRREA). The intended use of the appraisal is to assist the client with a potential acquisition of the subject property. The intended user is Brentwood Borough.

As a result of our investigations, our opinion of the market value of the leased fee interest in the subject property, in cash or financial terms equivalent to cash, to be as follows:

<u>Property Rights</u>	<u>Value Estimate</u>	<u>Effective Date</u>
Fee Simple	\$165,000	April 9, 2014

The appraisal was prepared for the exclusive use of the identified user. Any use of this appraisal by any other person or entity, or any reliance or decisions based on this appraisal, are the sole responsibility and at the sole risk of the third party. Neither Valbridge Property Advisors | Barone, Murtha, Shonberg & Associates, Inc., or the individual appraisers, accept any responsibility for damages suffered by third parties as a result of reliance on, decisions made, or actions taken based on this report.

Should you have any questions regarding the data, methodology, conclusions or use limitations, we can be reached at (412) 881-6080 during business hours.

Respectfully Submitted,



Stephen J. Barone, MAI

PA Certified General R.E. Appraiser

Certification No. GA-000065-L

SJB:LF

Comment on Condition

It is noted that the building is now vacant and in a state of disrepair. The following deficiencies are noted:

- ▶ Numerous roof leaks
- ▶ Unheated areas
- ▶ Water infiltration
- ▶ Substantial renovations needed

It is highly recommended that an inspection be completed by a qualified individual to ascertain whether repairs can be completed and at what cost. The appraiser has noted the condition and has addressed it to some degree in the valuation process. The appraiser reserves the right to modify this appraisal after the level of work required to re-occupy the building is quantified.

SUMMARY OF PERTINENT DATA

Property Identification:	EXISTING COMMERCIAL/APARTMENT BUILDING 3735 Brownsville Road Borough of Brentwood Allegheny County, PA
Property Type:	Commercial/Apartment Building
Tax Parcel Numbers:	188-F-95 and 188-F-97
Land Area (Usable S.F.):	15,182
Highest and Best Use:	
As Vacant:	Residential or Commercial Development
As Improved:	Continued Use
Zoning District:	“R-2”, Medium Density Residential District
Flood Zone:	Zone X, area determined to be outside the 500-year flood plain.
Gross Building Area (S.F.):	13,242 (excluding basement)
Property Rights Appraised:	Fee Simple
<u>Value Indications:</u>	
Cost Approach	N/A
Income Approach	N/A
Sales Comparison Approach:	\$165,000
Opinion of Market Value:	\$165,000
Effective Date:	April 9, 2014
Date of Final Inspection:	April 9, 2014

INTRODUCTION

Property Identification and Sale History

The subject property is known as an existing commercial building, located at 3735 Brownsville Road, Borough of Brentwood, Allegheny County, Pennsylvania. The subject property is further identified as tax parcel numbers 188-F-95 and 188-F-97 by the Allegheny County Tax Assessment Office. The subject property rights are currently vested to Green Development Trust #7003735, by virtue of a deed recorded in Deed Book Volume 13475, Page 559. The recorded consideration was \$190,000 and the deed was recorded on December 12, 2007.

To the best of our knowledge, other than the above listed transaction, the subject has not transferred in the past three years, nor are any other options or agreements in place.

Property Rights Appraised¹

There are several interests in real property which are defined as follows:

- ▶ Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.
- ▶ Leased Fee Estate: The ownership interest held by the lessor, which includes the right to the contract rent specified in the lease plus the reversionary right when the lease expires.
- ▶ Leasehold Estate: The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

A fee simple estate exists when no lease encumbers a property. Once a lease is negotiated, an owner conveys certain rights such as use and occupancy to a tenant and assumes a leased fee estate in the property. A tenant holds a leasehold estate under the terms of the contract. When leases (particularly the rate and term of the contract) are consistent with the market, the values of the leased fee and fee simple estates are essentially equal. The leasehold estate only has value when there is a variation between contract and market rates. Valuing any one or all of the estates of a property is possible. The subject consists of an existing commercial/apartment building. For such a property, appraising the fee simple estate is common.

¹ *The Appraisal of Real Estate, 14th Edition* (Chicago: Appraisal Institute, 2013), p. 5, 72.

INTRODUCTION

Intended Use - Intended User

The intended use of the appraisal is to assist the client with a potential acquisition of the subject property. The intended user is Brentwood Borough. The information and opinions contained in this appraisal set forth the appraiser's best judgment in light of the information available at the time of the preparation of this report. Any use of the appraisal by any other person or entity other than the intended user, or any reliance or decisions based on this appraisal are the sole responsibility and at the sole risk of the third party. The appraiser(s) accepts no responsibility for damages suffered by any third party as a result of reliance on or decisions made or actions taken based on this report.

Extraordinary Assumptions & Hypothetical Conditions

The definition of each is as follows:

- ▶ A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known to the appraiser to exist on the effective date of the assignment but is supposed for the purpose of analysis.
- ▶ An extraordinary assumption is an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

No extraordinary assumptions or hypothetical conditions were used within this report.

INTRODUCTION

Appraisal Scope

The scope of work completed in developing the value estimate included the following:

- ▶ **Exposure Time:** Identify the scope of the marketing effort and potential buyers. Then estimate the exposure time based on the final value estimate, characteristics of the property, comparable sales and periodic discussions with brokers.
- ▶ **Market and Trends Analysis:** The purpose of the market analysis is to identify and gauge the demand components driving the market and the competitive stance of the subject compared with alternative facilities.
- ▶ **Area Data:** Identify factors that may impact the development and operation of the property. Information presented in the Area Data was obtained from multiple sources, including local economic and development agencies, the Census Bureau and demographic services.
- ▶ **Property Description:** Examine site and building characteristics. This includes a review of available plans and data regarding real estate taxes, zoning and utilities. Data presented is based primarily on a personal inspection of the property and county records.
- ▶ **Highest & Best Use:** The Highest and Best Use discussion reflects zoning and land use restrictions in place as of the effective date of appraisal, physical site characteristics, the nature of adjoining and nearby land uses, and the relationship between development cost and ultimate value for potential improvements. The analysis considers the highest and best use as vacant and as presently improved.
- ▶ **Improved Valuation:** Development of valuation analyses considering the Cost, Income Capitalization and Sales Comparison Approaches to value. Each approach is further discussed in the Methodology section of this report.
- ▶ **Reconciliation:** In the Reconciliation each approach is reviewed for market orientation and the number of judgements required to develop the value estimate. Market orientation is given primary weight, while the appraiser's judgement has a secondary influence on the weight given to each indicator. A final value estimate is then presented.

INTRODUCTION

Market Value Defined²

The most probable price which a property should bring in the competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised and each acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Exposure Time

Exposure time is a retrospective estimate in that it addresses the likely marketing time leading up to the effective valuation date. The estimate recognizes existing and anticipated market conditions and assumes that the marketing effort and terms of sale are typical of other recently transferred properties. The estimate assumes an asking price that is generally consistent with the value conclusion of the report. A review of the transactions included in the Sales Comparison Approach suggest a typical exposure time of roughly 6 to 9 months.

²Title XI, Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), August 23, 1990, Section 564.4, Appraisal Standards.

INTRODUCTION

Limiting Conditions

This appraisal report has been made subject to the following limiting conditions:

- ▶ The opinion of value expressed in the letter of transmittal is the result of and subject to the data and conditions described in detail in the accompanying report.
- ▶ No fractional part of the appraisal shall be used in conjunction with another appraisal.
- ▶ This report, or a copy thereof, may be transmitted to a third person or legal entity only in its entirety.
- ▶ Disclosure of the contents of this report is governed by the By-Laws and Regulations of The Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected) shall be disseminated to the public through advertising, public relations, news, sales or other media without the prior written consent and approval of the appraisers.
- ▶ Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such condition, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
- ▶ The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.
- ▶ The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Barone, Murtha, Shonberg and Associates. Neither Valbridge Property Advisors, Inc. Nor any of its affiliates, has been engaged to provide this report. Valbridge Property Advisors, Inc., does not provide valuation services and has taken no part in the preparation of this report.
- ▶ This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control measures.

INTRODUCTION

General Assumptions

This appraisal report has been made subject to the following General Assumptions:

- ▶ No responsibility has been assumed for the legal description or legal matters. Title to the property was assumed to be good and marketable unless otherwise stated.
- ▶ The property has been appraised free and clear of any and all liens or encumbrances unless otherwise stated.
- ▶ Responsible ownership and competent property management are assumed.
- ▶ Information furnished by others is believed to be reliable; however, no warranty is given for its accuracy.
- ▶ All engineering data were assumed to be correct. Plot plans and exhibits in this report have been included only to assist the reader in visualizing the property.
- ▶ It was assumed that there are not hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which maybe required to discover them.
- ▶ It was assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless a noncompliance is stated, defined and considered in the appraisal report.
- ▶ It was assumed that all licenses, certificates of occupancy, consents or other legislative or administrative authority required by any local, state or national government or private utility or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- ▶ It was assumed that the utilization of the land and/or improvements are within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in this report.

Significant Appraisal Assistance

It is acknowledged that Dean M. Langholz, a licensed Appraisal Trainee with Valbridge Property Advisors, Barone, Murtha, Shonberg and Associates, Inc., made a significant contribution to this appraisal. This assistance included a site inspection, research and development of the comparable data utilized in the report, and analysis of the market data under appropriate supervision.

INTRODUCTION

Certification

We certify that, to the best of our knowledge and belief.....

- ▶ the statements of fact contained in this report are true and correct.
- ▶ the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ▶ we have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- ▶ we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ▶ our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ▶ our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ▶ we have not performed a previous appraisal of the subject property within the three years prior to this assignment.
- ▶ the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- ▶ the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- ▶ the use of this report is subject to the requirements of The Appraisal Institute relating to review by its duly authorized representatives.
- ▶ as of the date of this report, Stephen J. Barone has completed the requirements of the continuing education program of The Appraisal Institute.
- ▶ As of the date of this report, Dean M. Langholz has not completed the requirements of the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.
- ▶ Dean M. Langholz provided significant professional assistance to the person(s) signing this report.
- ▶ Stephen J. Barone and Dean M. Langholz have made a personal inspection of the property that is the subject of this report.



Stephen J. Barone, MAI
PA State Certified General R. E. Appraiser
Certification No. GA-000065-L

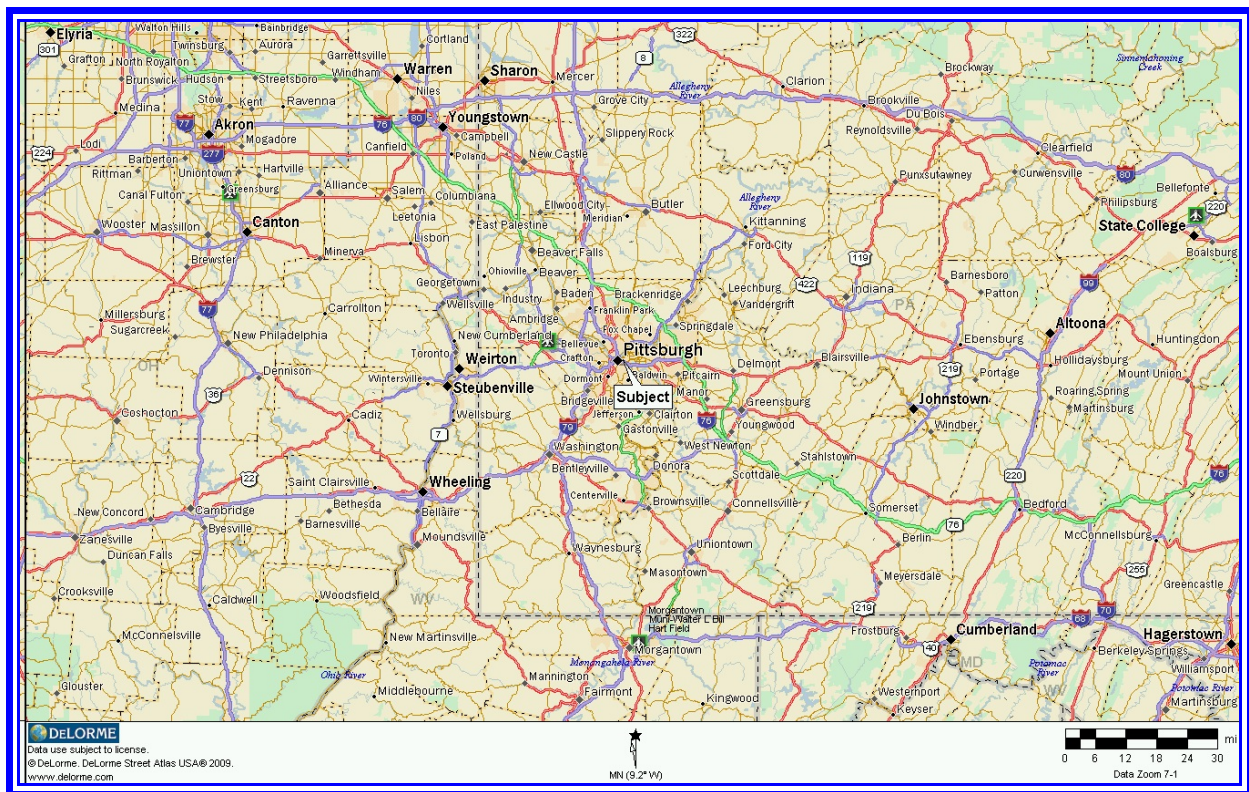
REGIONAL DATA

Introduction

Real estate values are impacted by Geographic Location, Infrastructure, Physical and Land Use Characteristics, Population Trends, Income Levels and Employment and Governmental Influences. The following discussion addresses each of these points individually.

Geographic Location

The subject property is located in Allegheny County, Pennsylvania, in the southwestern portion of the state. The regional location of the property is illustrated as follows:



The relationship of the county to the most proximate major markets is as follows:

Metro Area	Approximate Distance
Cleveland, OH	115 miles (Northwest)
Columbus, OH	165 miles (West)
Cincinnati, OH	260 miles (West)
Washington, D.C.	185 miles (Southeast)

REGIONAL DATA

Allegheny County is the economic hub for the region, and has the greatest level of development across the property spectrum. Properties within this area benefit from the concentration of employers, recreational amenities and cultural opportunities.

Infrastructure

Infrastructure considerations relate primarily to transportation and utility systems. First addressing transportation, roadways are perhaps the most important aspect. Primary routes within the area are identified as follows:

North - South	East - West
Interstate 79 and 279	Interstate 76 and 276
US Route 51	Interstate 70
US Route 19	Interstate 376

Recent and proposed additions to the transportation network include:

- ▶ The Mon-Fayette Expressway (designated State Route 43) is a 70-mile limited-access highway that will eventually link Interstate 376 in Pittsburgh with Interstate 68 near Morgantown, West Virginia. Four independent but interconnected projects were identified:
 - ▶ The Interstate 70 to PA Route 51 Project was completed in April 2002. The Route 51 to Interstate 376 Project was issued environmental clearance in December 2004, but lack of funding has stalled future progress.
 - ▶ Phase I of the Uniontown to Brownsville Project extends from Route 51 to U.S. Route 40 and was opened to traffic in October 2008, with construction totaling \$197 million.
 - ▶ Construction contracts for Phase II, which completed the Route 51/119 interchange and extends the mainline from Route 40 across the Monongahela River and links PA Route 88 in Washington County, totaled \$412 million. The project was completed in July 2012.
 - ▶ The Interstate 68 to Turnpike 43 Project (Mason Dixon Link) stretches from PA Route 43 near Fairchance to Interstate 68 in West Virginia. The 7.8-mile Pennsylvania section opened to traffic in March 2000, with construction totaling \$157 million, and the 4.2-mile West Virginia link was completed in July 2011.

REGIONAL DATA

- ▶ The Southern Beltway is a four-lane limited-access highway that will form an arc about 32 miles long with a radius approximately 15 miles out from Pittsburgh's Golden Triangle. It will connect State Route 60 near the Pittsburgh International Airport with the Mon-Fayette Expressway near Finleyville in Washington County. Three independent but interconnected projects were identified:
 - ▶ The first six miles of the project from Route 60 to U.S. Route 22 in Robinson Township (known as the Findlay Connector and designated PA Turnpike 576) cost \$234 million and was opened to traffic in October 2006.
 - ▶ Environmental clearance was issued in September 2008 for the 12 mile section that will extend the Turnpike 576 terminus at Route 22 to a new interchange with Interstate 79 at the Allegheny-Washington County line at an estimated cost of \$550 million. Work is expected to begin in Spring 2014, with completion projected for 2019.
 - ▶ Environmental clearance was issued in May 2009 for the remaining 12.5-mile section that will link Interstate 79 to State Route 43 (Mon-Fayette Expressway). A time schedule for this phase, estimated to cost \$700 million, has not been determined.
- ▶ The North Shore Connector extends the Port Authority's light-rail transit system from Pittsburgh's CBD to the North Shore through twin-bored tunnels below the Allegheny River. The project opened for revenue service in March 2012. Total project cost was reportedly \$553 million.

The transportation system is adequate, but there are weaknesses. Many primary and secondary routes are older in design. While this is typical of most larger cities in the northeastern United States, the majority of the interstate routes are limited to four lanes. A number of cities similar in size to Pittsburgh have enhanced local roadways by adding additional lanes. Due to the topography, bridges and tunnels in the area, such additions are often difficult and cost prohibitive. The region also lacks a beltway which is now available to most larger urban areas in the United States. Many spokes to a beltway are in place and yet more are proposed, but access between these spokes is currently by secondary routes. Other modes of transportation servicing the area include:

Transportation Mode	Provider
Airports	Pittsburgh International, Allegheny County
Railroads	Conrail, Amtrak, P&LE, CSX
Bus	Port Authority of Allegheny County, Greyhound, County Transit Authorities.

REGIONAL DATA

The Pittsburgh International Airport (PIA) is one of the largest complexes built since the construction of the Dallas-Fort Worth Airport in 1974. The facility is fourteen miles west of the city and provides transportation for residents throughout southwestern Pennsylvania, as well as those within portions of Ohio and West Virginia. Cutbacks by US Airways, the primary carrier, have left large portions of the structure underutilized and several gates have been moth balled. That said, discount carriers have moved into some of the gates. Southwest Airlines began flying to four non-stop destinations from Pittsburgh in May 2005 and is now the second largest carrier. There was discussion of additional service cuts in 2012, but these have been delayed indefinitely.

Since 2002, the Allegheny County Airport Authority has developed approximately 500 acres of land surrounding the Pittsburgh International Airport. Existing and planned projects include:

- ▶ Airside Business Park, situated on the site of the former airport terminal, is comprised of three office buildings and two flex buildings, with a combined building area in excess of 400,000 square feet. Tenants include TSA, Rockwell, Canon, Michael Baker Corporation and Honeywell. Plans for a sixth building, containing 45,000 to 50,000 square feet, were announced in April 2013. The one-story structure, which will offer both office and flex space, will be the first new building in the park in six years.
- ▶ The majority of Northfield Phase 2 is occupied by Dick's Sporting Goods headquarters, which opened in January 2010. The facility is home to 1,500 employees.
- ▶ Construction on Phase II of the Clinton Commerce Park, featuring seven buildings and more than 1 million square feet of space, is scheduled to begin in 2012. Phase I of the Park consists of three buildings, with a combined building area in excess of 500,000 square feet. The park is home to tenants such as FedEx and Knepper Press. In February 2014, the Pittsburgh Post Gazette announced that it would be moving its printing/production operations from downtown into the 245,000 square foot building vacated by Flabeg in 2013.
- ▶ Site preparation on Northfield Phase 1 and Cherrington Commerce Park, both potential 500,000 square foot developments, was completed in 2010.
- ▶ Site preparation on 100 acres of Site 10, a 1,400 acre property located off Route 30 in Imperial, is ongoing.
- ▶ In June 2013, Dick's Sporting Goods reached an agreement with the Allegheny County Airport Authority to lease 73 acres at the Northfield Commerce Park. The company plans to construct a 180,000 square foot building just east of its current headquarters. Construction is expected to be completed by December 2015.
- ▶ In July 2013, Chevron Corporation acquired two adjoining parcels of land totaling 61 acres in Moon Township. The company intends to build a new regional headquarters campus on the site.

REGIONAL DATA

- ▶ Gordon Food Service purchased 62 acres in Findlay Township in October 2013 for a new distribution center. Construction of the proposed 500,000 square foot facility is expected to be completed in 2015.

Development in the airport corridor is ongoing, and could eventually include as many as 3,800 acres.

The Port of Pittsburgh includes Allegheny, Armstrong, Beaver, Butler, Clarion, Fayette, Greene, Indiana, Lawrence, Washington, and Westmoreland counties and the 200 miles of commercially navigable waterways within that region. It is home to more than 200 river terminals and barge industry service suppliers -- and is served by the CSX and Norfolk Southern railroads and four interstate highways. The port handled 40 million tons of cargo in 2009. About 34,000 jobs in the port area are dependent on the system.

The Port Authority of Allegheny County operates an extensive bus and light rail system throughout Allegheny County with limited service reaching the surrounding counties. The authority currently operates a fleet of over 861 buses and 83 light rail vehicles. The authority recently completed an extension of the light rail system from Gateway Center in the CBD to the Northshore. The line includes two tunnels under the Allegheny River. Outlying counties have transit authorities that serve more localized populations. The Port Authority cut service in 2010 by 15 percent in light of budget constraints, and another round of cuts was implemented in 2011. The system still provides adequate service throughout the more densely developed portions of the region. There was discussion of additional service cuts in 2012, but these have been delayed indefinitely. Recent reports suggest that Pennsylvania will increase funding to PAT which will stabilize and likely enhance operations.

With regard to utility availability, the following providers service the region:

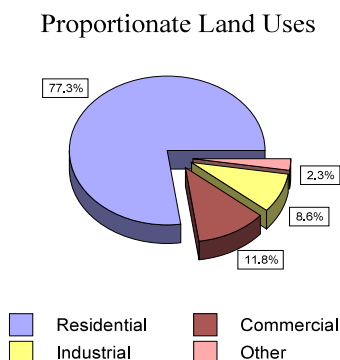
Utility Service	Provider
Natural Gas	Columbia, Peoples, Equitable, T.W. Phillips
Electricity	Allegheny Power, Duquesne Light, First Energy
Water	PA American Water, Municipal Authorities
Sewerage	ALCOSAN, Municipal Authorities

The highway system provides adequate access throughout the region and good linkage to nearby major markets. Other modes of transportation supporting passenger and freight movement are also good. The utility infrastructure is developed to the point where public utilities are available to most portions of the county. Overall, the regional infrastructure is well developed and is an asset to attracting new business to the area.

REGIONAL DATA

Physical Features and Land Use Characteristics

Allegheny County contains a land area of 731 square miles, with rolling to hilly topography. Based on data supplied by the Allegheny County Planning Department, the following chart illustrates proportionate land uses:



New development is occurring within the region, particularly within the City of Pittsburgh. The most significant developments include:

- ▶ Children's Hospital - a \$625 million facility that opened in the Lawrenceville neighborhood in May 2009.
- ▶ Rivers Casino - a \$780 million casino opened in August 2009 on the northshore.
- ▶ Consol Energy Center - a \$290 million new arena for the Pittsburgh Penguins opened in August 2010 in the lower hill district.
- ▶ Three PNC Plaza - a \$178 million mixed use tower in the CBD. Construction was completed in the summer of 2009, and occupancy has begun on the first floor retail uses and office space. The Fairmont hotel opened in the Spring of 2010, and marketing is underway on the 28 luxury condominiums.
- ▶ Downtown and Market Square - according to the Pittsburgh Downtown Partnership, development projects in downtown and the surrounding area have reached \$4.6 billion since 2006. This includes Three PNC Plaza, the August Wilson Cultural Center, the Rivers Casino and Market Square Place.
- ▶ The Gardens at Market Square is an 18-story building to be constructed on Forbes Avenue between Wood Street and Market Street in downtown. The building is estimated to cost \$103 million and will include a 197-room Hilton Garden Inn, approximately 130,000 square feet of office space, first floor retail and garage parking for 330 vehicles. The building is expected to be completed in 2015.

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- ▶ River Vue is the \$45.5 million conversion of the former state office building in downtown Pittsburgh to luxury apartments. The building includes a variety of unit types, retail, and tenant parking. Occupancy levels are high.
- ▶ Dick's Sporting Goods new headquarters building was constructed in Findlay Township near the Pittsburgh International Airport in 2010. The approximately 730,000 square foot facility is now occupied.
- ▶ Westinghouse has moved into their new, 922,000 square foot headquarters in the Cranberry Woods Office Park in Cranberry Township. In addition, the company recently constructed an additional 120,000 square foot building to accommodate 600 employees. In March 2013, however, the Pittsburgh Business Times reported that, due to cost cutting measures and a reduction in their global workforce, Westinghouse had vacated 38,262 square feet within Cranberry Woods and is now attempting to sublease the space. This follows the relocation out of Cranberry Woods of 420 employees occupying 97,000 square feet of space in 2012. It was reported in October 2013 that much of the vacated space will be subleased to PPG for their new headquarters.
- ▶ Tower at PNC Plaza - in May 2011, PNC commenced construction on its new headquarters building. As proposed, the 33-story green building and parking garage will contain approximately 800,000 square feet (698,463 square feet for offices and 107,310 square feet for the garage). Located at the corner of Fifth Avenue and Wood Street, it is expected to be completed by June 1, 2015.
- ▶ A development that will feature a 450-space parking garage and 25,000 square feet of street-level retail is proposed for the former Saks Fifth Avenue site.
- ▶ An upscale boutique hotel, with 247 rooms, is proposed for the James Reed Building, the former Pittsburgh headquarters of the Reed Smith Law firm. The structure has been vacant since the law firm moved into Three PNC Plaza in 2009. The hotel is expected to open in late 2014.
- ▶ The Pittsburgh Penguins anticipate the first vertical development on the 28-acre former Civic Arena site by early 2015. At least 1,100 residential units and 600,000 square feet of office space is proposed for the site, along with a 150-room hotel and parking for 2,600 cars. Also under consideration is an entertainment and retail component to complement the Consol Energy Center.
- ▶ Point Park University will be moving its Pittsburgh Playhouse from Oakland to a 1.6-acre site on Forbes Avenue downtown. The complex will include three state-of-the-art theaters, as well as, scene and sound shops. The project could begin in 2014 and be completed by 2016.
- ▶ Plans are underway by the Buncher Company to redevelop a 55-acre site in the Strip District between the Veterans Bridge and 21st Street. Known as "Riverfront Landing", the \$400 million project will include apartments, offices, possibly two hotels, and an open-air piazza linking Smallman Street to the Allegheny riverfront. Buncher was initially seeking public investment in the infrastructure improvements but, after running into opposition, decided to pull the request.

REGIONAL DATA

This is on top of a wave of public and private development projects that have taken place over the past decade including new stadiums for both the Pirates and Steelers, banking service centers for both Mellon and PNC and an expanded convention center.

There is a moderate amount of land available for development within the region, with most having adequate access and public utilities available; however, in many instances, topography is a limiting factor. Retail development had slowed with the decline in the employment market, but the activity level has picked up to some degree as the economy continues to show signs of improvement. Residential development is ongoing in the north, east, west and south and there is a significant concentration of new development ongoing within the City of Pittsburgh office and industrial sectors.

Population and Household Trends

The following table presents historical population levels for the city, county, region, state and nation:

	2000	2010	2013 Estimate	% Change	2018 Projection	% Change
Pittsburgh	334,563	305,704	305,110	-0.19%	305,700	0.19%
County	1,281,666	1,223,348	1,222,551	-0.07%	1,226,781	0.35%
Pittsburgh MSA	2,431,087	2,356,285	2,359,358	0.13%	2,366,595	0.31%
Pennsylvania	12,281,054	12,702,379	12,806,968	0.82%	12,975,497	1.32%
Nation	281,421,906	308,745,538	314,467,933	1.85%	325,843,774	3.62%

After experiencing a decline in population from 2000 to 2010, the region exhibited a slight gain from 2010 to 2013. The data suggests that gains for the city, county and region are anticipated through 2018. While population changes are important, often changes in household size create a variation between the image indicated by population trends and that of household trends. Household trends are as follows:

	2000	2010	2013 Estimate	% Change	2018 Projection	% Change
Pittsburgh	143,739	136,217	136,025	-0.14%	137,188	0.86%
County	537,150	533,960	534,940	0.18%	540,134	0.97%
Pittsburgh MSA	995,505	1,001,627	1,005,641	0.40%	1,014,691	0.90%
Pennsylvania	4,777,003	5,018,904	5,069,816	1.01%	5,149,800	1.58%
Nation	105,480,101	116,716,292	118,979,182	1.94%	123,464,895	3.77%

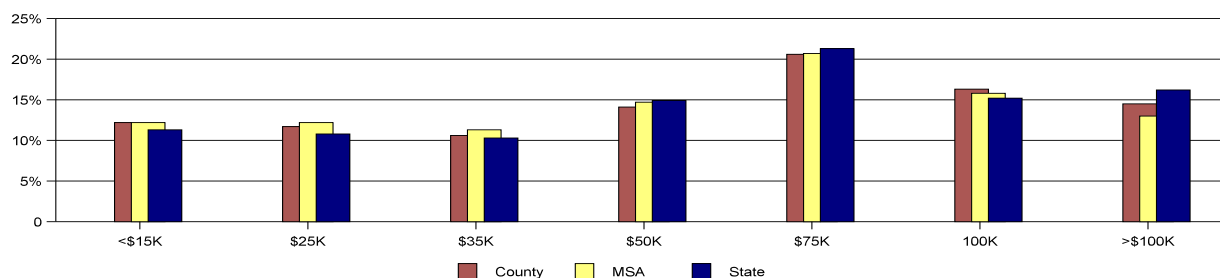
REGIONAL DATA

The number of households in the city and county declined from 2000 to 2010. The data indicates an additional decline from 2010 to 2013 for the city, but a slight gain for the county for the same time period. The 2018 projections indicate that the region will experience positive household formation. The majority of demand for new housing units will be generated by the need for replacement housing, spurred by an aging housing stock, shifting consumer demand, and the migration of population from one part of the region to another.

Income Levels

The following table presents a summary of comparative income levels between the county, state and nation:

Comparative Income Levels



In general, the MSA has a greater concentration of its population in the lower income cohorts than either the state or the country as a whole. Based on the income distribution, a lower median income would be expected in the MSA than either the state or the nation. The historical median income levels are compared in the following table:

	1990	2000	% Change	2013 Est.	% Change
Pittsburgh	\$20,744	\$28,660	38.16%	\$34,128	19.08%
United States	\$30,056	\$42,164	40.28%	\$51,314	21.70%
Pennsylvania	\$29,069	\$40,108	37.98%	\$50,569	26.08%
Pittsburgh MSA	\$26,528	\$37,298	40.60%	\$47,362	26.98%
MSA:State	-9.58%	-7.53%		-6.77%	

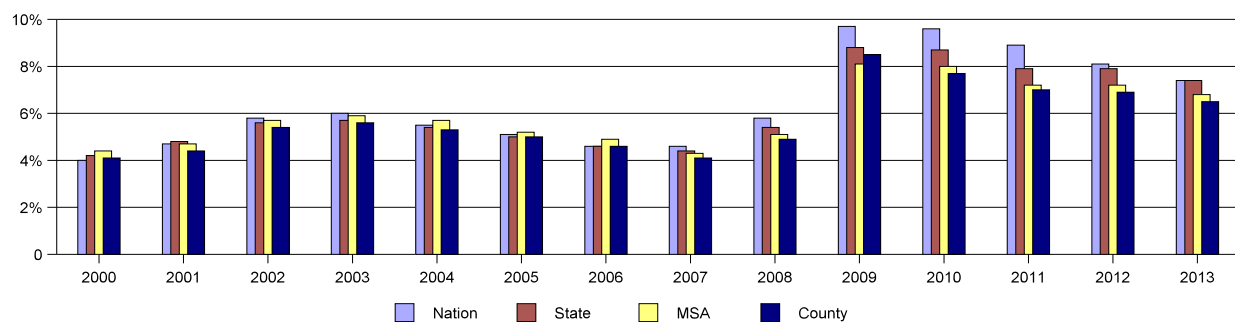
The median income level in the MSA is below that in both the state and nation. That noted, the disparity is narrowing as the pace of income growth in the region has exceeded that of either the state or the nation. Median income levels in Pittsburgh have historically lagged behind the MSA, state and the nation.

REGIONAL DATA

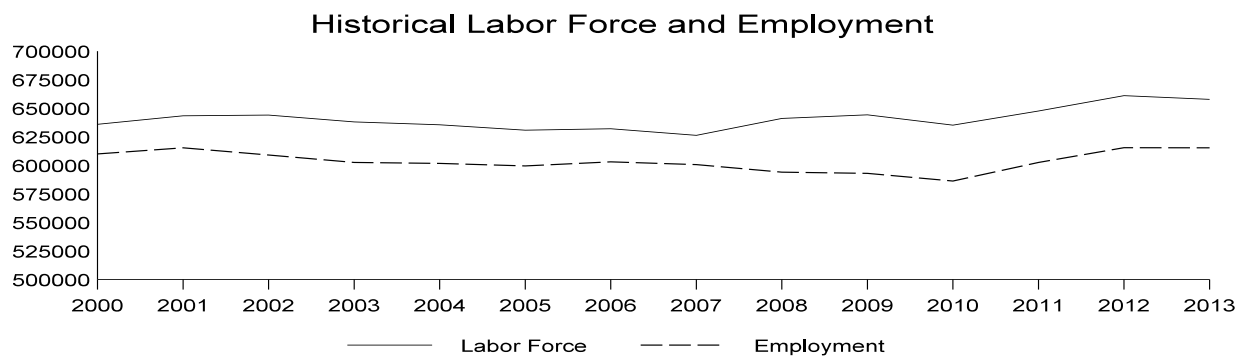
Income levels have shifted upward since 1990, and this trend is anticipated to continue. As the economy continues to shift, the income levels within the MSA are expected to continue to increase and, eventually, reach those of the state and nation.

Employment

Historical unemployment data is presented as follows:



Since 2000, county unemployment levels have consistently been below both state and national figures. As of February 2014, the county unemployment rate was 5.4 percent, which is below the rates of 5.8 percent for the MSA, 6.0 percent for the state, and 6.7 percent for the nation. While the unemployment rate is an indicator of the employment picture, it is a secondary indicator to the labor force and employment levels. The job growth, as reported by the Pennsylvania Department of Labor and Industry, is presented as follows:



The labor force and employment figures in the subject county were relatively flat between 2000 and 2007; however, the labor force increased in 2008 while employment fell slightly. The number of jobs in the Pittsburgh MSA totaled 1,165,367 in 2013, an increase of 22,813 jobs compared to 2012. This figure was a new, all-time high record number of jobs in the Pittsburgh region. Year over year figures, December 2012

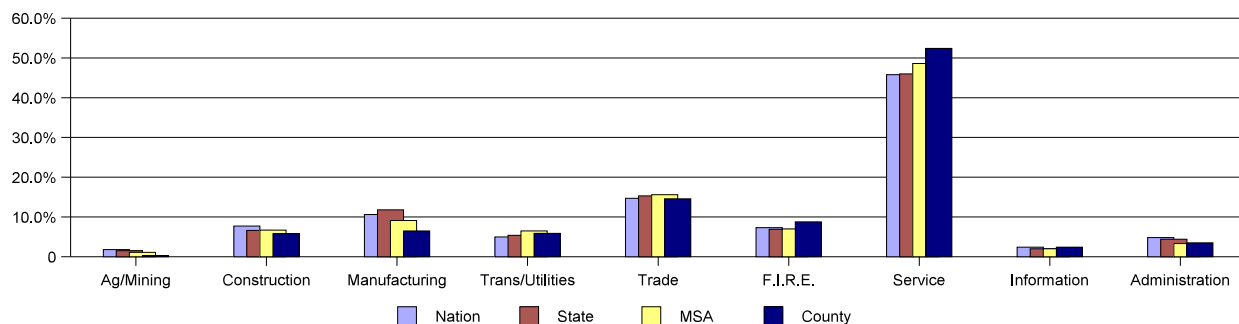
REGIONAL DATA

and December 2013, suggest that 17,722 jobs have been added in the MSA. Of these, 9,358 were in Allegheny County. Presented in the following table is an indication of regional job growth by employment sector between 2000 and 2010:

Employment Growth by Industry (Pittsburgh MSA)			
Industry	2000	2010	% Change
Total Non-Farm Employment	1,147,500	1,123,700	-2.07%
Construction, Natural Resources and Mining	62,900	56,100	-10.81%
Manufacturing	129,700	87,500	-32.54%
Trade, Transportation and Utilities	242,900	213,800	-11.98%
Information	24,100	18,300	-24.07%
Financial Activities	67,300	68,400	1.63%
Professional and Business Services	139,200	158,600	13.94%
Education and Health Services	198,000	236,100	19.24%
Leisure and Hospitality	97,000	107,500	10.82%
Other Services	56,400	51,200	-9.22%
Government	127,700	128,000	0.23%

Manufacturing, which was long the basis of the local economy, has been declining for an extended period of time. Major areas of employment include finance, health care, education, high technology and research. Growth in these sectors is now sufficient to offset the losses experienced in the manufacturing sector, though not yet sufficient to drive regional growth. That said, these sectors draw a highly educated, largely well-paid workforce.

Lastly, employment distribution plays a role in the stability and anticipated employment growth within a region. The following chart presents a comparison of this distribution between the county, MSA, state and nation.



REGIONAL DATA

The region has a greater percentage of the population involved in the service industry than either the state or the nation. Within this industry sector, the region is particularly strong in the Health and Education Services. Continued growth within these sectors is anticipated.

Principal employers in the region are listed as follows³:

Employer	Employees	Employer	Employees
UPMC	43,000	Giant Eagle, Inc.	11,119
U.S. Government	18,328	West Penn Allegheny Health System	9,998
Commonwealth of PA	13,298	Bank of New York Mellon	7,600
University of Pittsburgh	12,116	Allegheny County	6,728

Employment at U. S. Airways, which for a considerable period was among the top five regional employers with over 12,000 employees, has fallen to below 2,000 employees in the region. The company recently announced that it will close its operations center which will cost another 600 jobs. PNC Financial Services Group no longer provides its employment data. It is believed that PNC employs in excess of 9,000 people locally. Fortune 500 companies with a presence in the area include:

Company	Rank	Company	Rank
U.S. Steel	147	Mylan	374
PNC Financial Services Group	170	Wesco International	385
PPG Industries	182	Dick's Sporting Goods	437
H. J. Heinz Company	234	Consol Energy	463

Other nationally recognized companies with a presence in the area include Alcoa, Bayer, FedEx Ground and Westinghouse. Along with these companies, 250 international firms have world, national or regional headquarters in Pittsburgh. Pittsburgh has two of the nation's top 30 bank holding companies headquartered in the city and is the fourth largest financial center in the country.

The unemployment rate, employment distribution and array of principal employers suggest adequate economic diversity. The labor force and employment levels are generally in balance. While historically there are few drivers for considerable new employment, ongoing activity suggests that growth in the health services and research generated from the region's universities continue to positively impact the economy.

³Source: Pittsburgh Business Times, 2014 Book of Lists.

REGIONAL DATA

Summary and Conclusions

- ▶ Allegheny County is the economic hub for the region, and has the greatest level of development across the property spectrum. Properties within this area benefit from the concentration of employers, recreational amenities and cultural opportunities.
- ▶ The highway system provides adequate access throughout the region and good linkage to nearby major markets. Other modes of transportation supporting passenger and freight movement are also good. The utility infrastructure is developed to the point where public utilities are available to most portions of the county. Overall, the regional infrastructure is well developed and is an asset to attracting new business to the area.
- ▶ There is a moderate amount of land available for development within the region, with most having adequate access and public utilities available; however, in many instances, topography is a limiting factor. Retail development had slowed with the decline in the employment market, but the activity level has picked up to some degree as the economy continues to show signs of improvement. Residential development is ongoing in the north, east, west and south and there is a significant concentration of new development ongoing within the City of Pittsburgh office and industrial sectors.
- ▶ The number of households in the city and county declined from 2000 to 2010. The data indicates an additional decline from 2010 to 2013. The 2018 projections indicate that the region will experience positive household formation. The majority of demand for new housing units will be generated by the need for replacement housing, spurred by an aging housing stock, shifting consumer demand, and the migration of population from one part of the region to another.
- ▶ Income levels have shifted upward since 1990, and this trend is anticipated to continue. As the economy continues to shift, the income levels within the MSA are expected to continue to increase and, eventually, reach those of the state and nation.
- ▶ The unemployment rate, employment distribution and array of principal employers suggest adequate economic diversity. The labor force and employment levels are generally in balance. While historically there are few drivers for considerable new employment, ongoing activity suggests that growth in the health services and research generated from the region's universities continue to positively impact the economy.

Overall, the regional characteristics exert a stable to positive influence on the subject property.

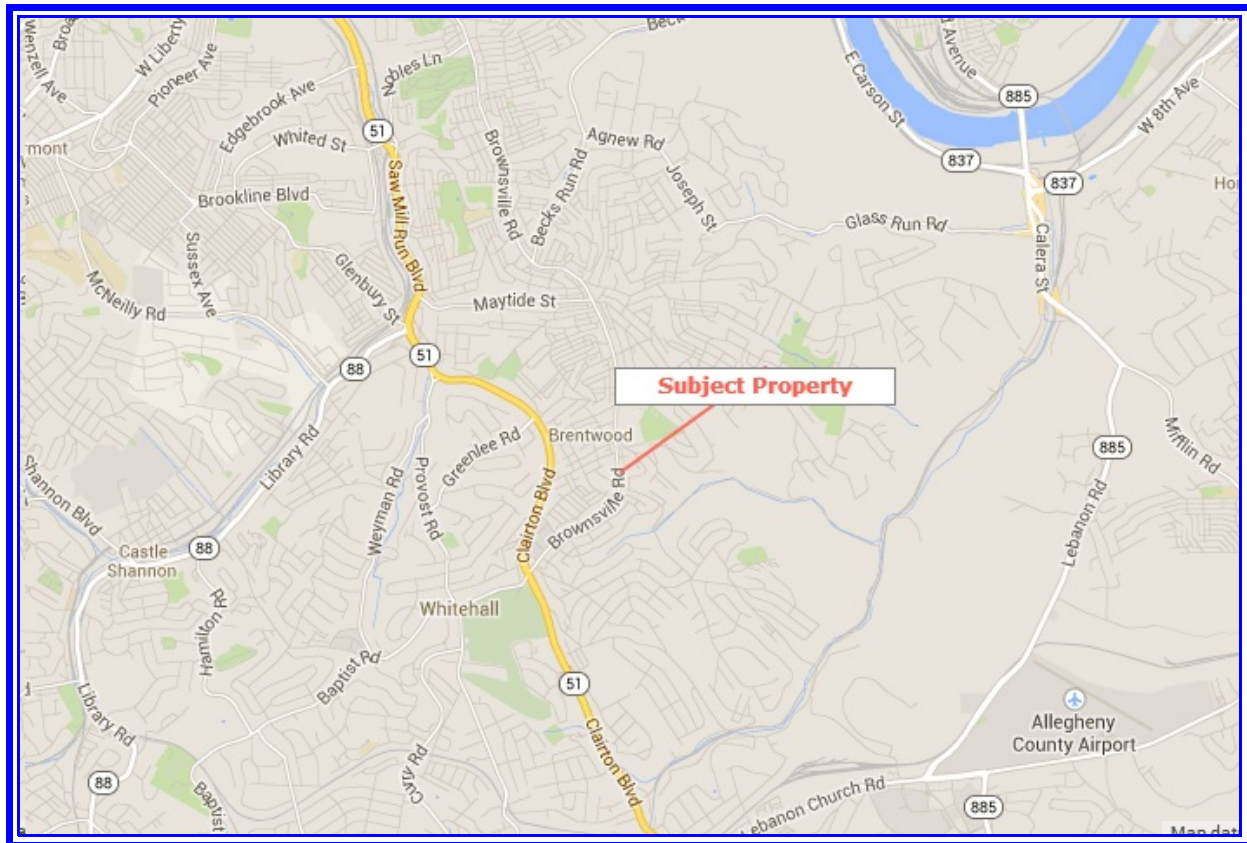
NEIGHBORHOOD DATA

Introduction

The neighborhood discussion addresses the relative desirability of the subject location within the region, and identifies dominant characteristics of the residential and non-residential properties within the area.

Neighborhood Definition

The subject property is located in Brentwood, a suburban community approximately 6 miles south of downtown Pittsburgh. The location is illustrated as follows:



Geographic Location

The subject is located in Brentwood Borough, a middle income suburban residential community located roughly six miles south of Pittsburgh's Central Business District. Brentwood is bordered on the north by Pittsburgh's 29th Ward (also known as Carrick), on the east by Baldwin Borough, on the south and west by Whitehall Borough. These, and neighboring communities, form an area that is commonly referred to as the South Hills.

NEIGHBORHOOD DATA

Demographic Data

Population and income trends as reported by the U.S. Census, with projections from ESRI Business Information Solutions, for Brentwood Borough, a one and three-mile radius and Allegheny County are presented as follows:

	2010	2012	2017 Est.	% Change (2012-2017)
Brentwood Borough				
Population	9,643	9,609	9,564	-0.47%
Households	4,379	4,339	4,350	0.25%
Median HH Income	N/A	\$41,494	\$50,174	20.92%
1 Mile Radius				
Population	17,628	17,573	17,459	-0.65%
Households	7,844	7,767	7,766	-0.01%
Median HH Income	N/A	\$40,651	\$49,251	21.16%
3 Mile Radius				
Population	96,842	96,764	96,607	-0.16%
Households	42,437	42,147	42,357	0.50%
Median HH Income	N/A	\$43,852	\$52,019	18.62%
Allegheny County				
Population	1,223,348	1,228,771	1,235,435	0.54%
Households	533,960	532,261	538,524	1.18%
Median HH Income	N/A	\$46,365	\$55,393	19.47%

At the time of the 2010 census, the population for Brentwood Borough was 9,643. The projected population for 2017 is expected to decrease to 9,564 persons. The population base for Brentwood and each of the surveyed areas is expected to remain relatively stable over the next five years.

Residential Characteristics

Housing characteristics compare with the county as follows:

ESRI 2012 Data	Housing Units	% Owner-Occupied	Median Home Value	Average Home Value
Brentwood Borough	4,776	54.30%	\$112,609	\$116,538
1 Mile Radius	8,628	55.30%	\$122,206	\$128,347
3 Mile Radius	46,297	64.20%	\$121,717	\$130,169
Allegheny County	589,201	56.50%	\$137,054	\$173,878

NEIGHBORHOOD DATA

General perceptions regarding the school district, municipal amenities, tax levels, infrastructure and services suggest that these characteristics exert a positive influence on the neighborhood for residential purposes. The percentage of owner-occupied units and housing values are slightly below average. In comparison to other areas within the county, the subject neighborhood is moderately desirable despite an aging housing stock.

Income Characteristics

The following table illustrates the income levels in the subject neighborhood and Allegheny County:

2012 (ESRI)	Per Capita Income	Average Household Income	Median Household Income
Brentwood Borough	\$24,738	\$54,755	\$41,494
1 Mile Radius	\$24,005	\$53,594	\$40,651
3 Mile Radius	\$24,592	\$56,049	\$43,852
Allegheny County	\$29,010	\$65,289	\$46,365

The Per Capita Income, Average Household Income, and Median Household Income are similar for all the surveyed areas except for the county which is slightly higher in all three categories.

Non-Residential Characteristics

Route 51 has historically been the major commercial corridor serving the Brentwood area. A secondary district extends along Brownsville Road. Commercial uses along Brownsville Road include a number of two and three-story buildings which typically have ground floor retail with apartments or offices on the upper floors. The Brentwood Towne Center is a newer shopping center that was constructed on the site of the former Brentwood/Whitehall Shopping Center. The center consists of an 83,600 square foot office/retail center, a 20,000 square foot retail building, a 73,000 square foot Giant Eagle Grocery Store and a 3,000 square foot retail building. Among the more prominent tenants are Giant Eagle, Citizens Bank, Dollar Bank, a Pennsylvania Wine & Spirits Store, Radio Shack and Wendy's Restaurant. Other additions to the district include: a GetGo convenience store and car wash located along Route 51 at its intersection with Marylea Avenue; a three-tenant retail building located at the Route 51/Brownsville Road intersection, the Brentwood medical office building, a Med Express/Spartan Pharmacy, Family Dollar, Erb Physical Therapy, a Dunkin Donuts on the former Arby's site and an Autozone. Additional properties along the Route 51 corridor are currently being marketed and further new development is anticipated. This new development should enhance the desirability of the Route 51/Brownsville Road corridors from a commercial viewpoint. The borough also has made major infrastructure improvements over the past decade including a new middle school, a library and fire station along with improvements to Brentwood Park. Local officials hope that, with new development, the image of the district will be enhanced.

NEIGHBORHOOD DATA

Specific Location

The subject is located on Brownsville Road at its intersection with Hillman Street. Surrounding development is a combination of commercial and residential uses. The site is within one-half mile of the Brentwood Towne Center and is in close proximity to the Brentwood Municipal Building. The site is well located with respect to amenities, the regional transportation system and residential support.

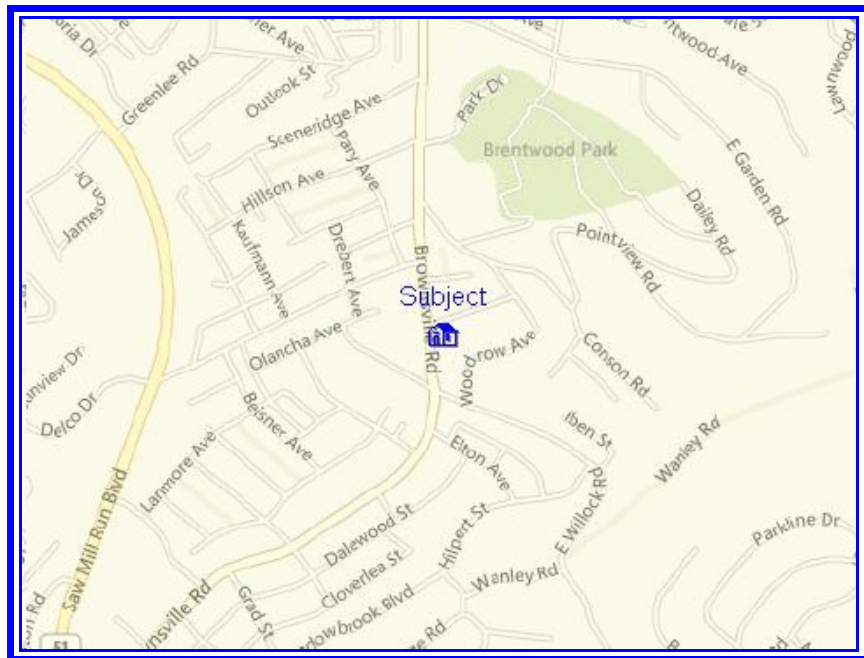


Summary

The desirability of this location from a commercial standpoint is evidenced by the surrounding commercial uses, the development known as Brentwood Towne Square, high density single family residential and extensive existing multi-family development in the immediate area. Its proximity to the C.B.D., availability of good public transportation and quality of amenities (schools, shopping, etc.) are average to above average.

SITE DATA

Site Description:	The combined land area is 15,182 square feet. The site is 100 percent usable. The site fronts 72.31 feet along Brownsville Road. The site is slightly irregular in shape and the topography is generally level.
Usable Land Area:	15,182 square feet.
Access/Visibility:	The site is accessed via Brownsville Road and Hillman Street. The visibility is average/good.
Zoning:	Current zoning is "R-2" Medium Density Residential District. Copies of the zoning ordinance outlining permitted uses under this classification are included in the addendum.
Utilities:	The site is served by all public utilities, including water, sewer, electric and gas.
Site Improvements:	Site improvements include concrete service walks and an asphalt-paved parking area.
Flood Hazard:	The flood map is presented as follows:



SITE DATA

According to the Federal Emergency Management Agency Flood Insurance Rate Map for Brentwood borough, Number 42003C0476E, dated October 4, 1995, the site is located in a Zone X, an area outside of the 100 and 500-year flooding.

Easements/
Encroachments:

The site is subject to street and utility easements of record. Other than those specifically listed, we are not aware of any easements, restrictions, encumbrances, leases, reservations, covenants, contracts, special assessments, ordinances or partial interests that would adversely affect value. We did not complete a title search or survey of the property, and we assume no responsibility for matters pertaining to title or ownership. We recommend that the client have such studies completed.

Environmental/
Subsurface Conditions:

An evaluation of the subsurface conditions is beyond the scope of this report. This analysis assumes that the subsurface conditions are suitable for the existing use. Similarly, we make no determination as to the presence or absence of any environmental hazard.

DESCRIPTION OF THE IMPROVEMENTS

Existing Commercial Building
3735 Brownsville Road
Borough of Brentwood
Allegheny County, Pennsylvania



Subject consists of a two-story masonry building originally constructed as a dairy. The building contains a gross upper floor area of 13,242 square feet, exclusive of lower-level garage/utility areas.

Lower Level

Access is via a single, drive-in door and ramp. Consists of open storage area with approximately 10 feet clearance. There is additional storage area under the office space which is accessed via a stairway. The lower level is not heated.

DESCRIPTION OF THE IMPROVEMENTS

First Floor Unoccupied and used for storage. Consists of former office space in front and a combination warehouse/storage area accessed via a single overhead door. Warehouse has 13 foot clear ceiling height. There are also several rooms (former coolers and processing areas) currently used for storage. Two overhead doors service these areas. Ceiling height is typically 8 feet to 10 feet clear. Former first floor office space (930 square feet).

Second Floor There are some partially finished areas but they are only in fair condition. In addition, there are two restrooms and a renovated roof area that was enclosed but is still unfinished. The apartment originally contains a living room, dining room, kitchen, three bedrooms, and a laundry room.

Construction Details

Foundation: Reinforced concrete and concrete block foundation.

Floor: Reinforced concrete slab on grade. Floor structure is reinforced concrete over metal decking and precast concrete supported by structural steel framing.

Exterior Walls: Brick, tile and aluminum exterior walls.

Roof: The original roof was a Flat, built-up composition roof. The owner installed a partial new roof and structure upon which there is a roof membrane roof over plywood decking. **It is noted that there are numerous roof leaks and water infiltration is a major issue.**

Finish Flooring: Unfinished flooring and wall to wall carpet and tile in finished areas.

Walls: Interior walls are concrete block and tile in storage areas, paneled and plaster in old office areas.

Ceilings: Exposed in storage area, suspended acoustical tile in offices.

Windows: Glass block, aluminum awning type and metal casement replacement windows. Apartment has double-hung windows.

H.V.A.C.: There is no heat on the lower level and the upper floor is served by a gas boiler.

Electrical: 600 amp main with several 200 amp subpanels, lighting is fluorescent, wiring is in conduit and Romex.

Plumbing: Copper supply lines, cast iron waste lines, 40-gallon gas water heater.

TAX AND ASSESSMENT DATA

Block & Lot No.: 188-F-95 and 188-F-97

Owner of Record: Green Development Trust #7003735

Current Assessment

	<u>188-F-95</u>	<u>188-F-97</u>	<u>Total</u>
Land:	\$31,000	\$6,900	\$37,900
Building:	<u>\$162,000</u>	<u>\$0</u>	<u>\$162,000</u>
Total:	\$193,000	\$6,900	\$199,900

Current Millage Rates

<u>Municipality</u>	<u>Millage Rate</u>		<u>Assessed Value</u>		<u>Real Estate Taxes</u>
Brentwood	0.008750	x	\$199,900	=	\$1,749
School District	0.024804	x	\$199,900	=	\$4,958
Allegheny County	0.004730	x	\$199,900	=	<u>\$946</u>
Total	0.038284	x	\$199,900	=	\$7,653

Notes:

- The school district's millage rate for 2014 has not been released. The 2013 millage rate for the school district was used in this evaluation.

Zoning and Land Use Restrictions

Zoning Authority: Brentwood Borough

Zoning District: R-2, Medium Density Residential District

HIGHEST AND BEST USE

Introduction

The Appraisal Institute defines Highest and Best Use as follows:

- ▶ ***The reasonably probable use of property that results in the highest value.***⁴

Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, greenbelts, preservation, conservation, wildlife habitats, and the like.

In estimating Highest and Best Use, there are four primary stages of analysis:

- ▶ **Legality:** Legality addresses the permitted uses under zoning, title or other land use restrictions.
- ▶ **Adaptability:** Adaptability considers appropriate uses from the standpoint of physical constraints and the influence of adjacent and nearby land uses.
- ▶ **Feasibility:** Feasibility tests the economic viability of potential uses.
- ▶ **Productivity:** Productivity address the question of which legal, adaptable and feasible use results in the greatest benefit.

The highest and best use of the land, if vacant and available for use, may be different from the highest and best use of the improved property. To render a sound estimate of highest and best use, the appraiser, in all cases, must consider the location and physical characteristics of the subject site, condition, and probable economic life of any existing improvements, character of the neighborhood, and zoning, in light of the basic economic principles of real property valuation.

Legal Use

The subject is zoned “R-2”, Medium Density Residential District. Permitted principal uses are single family dwellings and public park or open space. The present use of the site as a commercial/apartment building is assumed to be a legal, non-conforming use within this district.

⁴ Source: *The Appraisal of Real Estate, 14th Edition* (Chicago: Appraisal Institute, 2013), p. 332.

HIGHEST AND BEST USE

Physically Adaptable Use

The subject site contains 15,182 usable square feet (combined). The site is served by all public utilities, including gas, electric, water and sewer. The topography of the site is level to gently sloping. It is a corner parcel in a neighborhood commercial district. The site is physically adaptable to any of its legal uses, limited only by its size and zoning restrictions. The site has been improved with a two-story commercial/apartment building. The site is adaptable to this use.

Feasible Use

The site is located on Brownsville Road at its intersection with Hillman Street. Brownsville Road is a major secondary thoroughfare. Brentwood Towne Center has been developed approximately one-half mile from the subject. The Brentwood Municipal offices, high school/middle school, library, fire station, and Brentwood Park are just to the north of the subject. The route 51 corridor is located less than 1 mile to the west. The Redevelopment Authority in Brentwood is hopeful that ongoing development will spark additional development and revitalization. The location also benefits from moderate to heavy traffic volume and a substantial concentration of residential development.

Highest and Best Use “As Vacant”

The subject is zoned for residential development. The site is assumed to be a legal, non-conforming use and the site is adaptable to that use. Based on trends within the immediate market, it is likely that if the site were vacant and available for development, it would be developed with one or more residential dwellings. A small retail/office building would result in a higher return, however, a zoning exception would be needed.

Highest and Best Use “As Improved”

The site is improved with an 13,242 square foot two-story, commercial/apartment/warehouse building. Knowing of no use for which the current improvements could be demolished that would result in a higher return to the land (based on current zoning), the highest and best use of the site “as improved” is for continued use in its current capacity. It is noted, however, that substantial renovations will be required before re-occupancy can occur.

APPRAISAL METHODOLOGY

I. Introduction

There are three classical approaches to real estate valuation, often referred to as the Cost, Income and Sales Comparison Approaches. A general summary of each is as follows:

Cost Approach: The Cost Approach is based on the “Principle of Substitution,” i.e., a knowledgeable buyer would pay no more for the property than the cost to produce a substitute property with similar utility. In this approach, the land value is estimated based on the highest and best use of the site as vacant. Then, either a replacement or reproduction cost is calculated and entrepreneurial profit is added to the indication. Finally, depreciation is subtracted from the replacement cost new of the improvements. The depreciated value of the improvements is then added to the estimated land value for an indication of value.

Income Approach: In the Income Approach the potential revenues, vacancy (and credit loss) and operating expenses are all estimated in order to arrive at a net income projection. This income projection is then translated to a value indication through either direct or yield capitalization methods. Direct Capitalization considers the application of a single rate to the anticipated net income in the first operating year. Yield Capitalization considers a net cash flow over a holding period, a reversionary value at the end of the holding period, and discounts the net benefits to a present value.

Sales Comparison Approach: In the Sales Comparison Approach recently sold properties are examined based on either physical or financial characteristics and then compared to the subject property. For an analysis based on physical characteristics, the property is examined on a per unit basis and then adjusted based on comparable sales. For a financial analysis, adjustments are not required, but there must be an adequate number of sales of generally similar properties.

II. Conclusion

Property characteristics, as well as data availability, generally dictate which approaches are most germane to a particular valuation assignment. The Income Approach is most meaningful to income producing properties that may be purchased for investment purposes. In some cases, properties that have the potential to produce income are purchased for owner-occupancy. For this type of facility, the approach may be developed based on an occupancy cost scenario. The Cost Approach is most applicable to recently constructed and special purpose properties. The Sales Comparison Approach can be used effectively for most property types when comparable sales exist. Given the characteristics of the subject property, developing the Sales Comparison Approach to value is reasonable. The Cost Approach and The Income Approach were considered, but not developed, as it would be unlikely for a buyer to acquire the property on a depreciated cost basis.

SALES COMPARISON APPROACH

I. Introduction

In the Sales Comparison Approach properties generally similar to the subject are analyzed on the basis of an appropriate unit of comparison and then compared with the subject. The analysis is based on the premise that the market value of a property is directly related to the price of alternative properties of similar utility. This approach is most applicable in instances where sufficient sales data exists and can be adequately verified. There are four steps necessary to development of this approach:

- ▶ Research and verify recent sale transactions involving properties similar to the subject.
- ▶ Analyze the data on the basis of an appropriate comparison unit.
- ▶ Compare the property characteristics to those of the subject.
- ▶ Reconcile the value indications to arrive at a value indication.

Physical comparisons as well as income and expense characteristics are useful in arriving at a value estimate. In this instance, a physical analysis is developed.

II. Analysis

Researching data, five sales were selected to estimate the value of the subject property. A comprehensive summary of each sale is presented in the addendum. The general characteristics of the properties are summarized as follows:

	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5
Name	Former National City branch bank	Former Bank	Retail/Warehouse	Retail/Residential	Retail Building
Address	2717-2719 Brownsville Road	300 Brownsville Road	2400 Saw Mill Run Boulevard	2608-2610 Brownsville Road	1246 Brookline Boulevard
Community	Brentwood	Pittsburgh	Pittsburgh, 32 nd Ward	Pittsburgh	Pittsburgh
County, State	Allegheny, PA	Allegheny, PA	Allegheny, PA	Allegheny, PA	Allegheny, PA
Consideration	\$108,000	\$78,000	\$75,000	\$103,500	\$235,000
Date of Sale	6/6/2012	5/2/2012	7/31/2009	12/19/2013	12/18/2012
Bldg Size (S.F.)	5,400	4,780	4,800	7,920	20,000
Sale Price/S.F.	\$20.00	\$16.32	\$15.63	\$13.07	\$11.75

SALES COMPARISON APPROACH

Real Property Rights Conveyed

No adjustments for property rights are required.

Financing

Potential adjustments for financing arise from non-market financial arrangements, which could include owner-financing at rates other than market, property (real or personal) trades, or personal considerations such as services. The financial circumstances of each sale presented above were verified with a party knowledgeable of the transaction (grantor, grantee, broker, appraiser or lender). No adjustments are required.

Conditions of Sales

Potential adjustments for sale conditions arise from such factors as related parties, distressed circumstances, adjoiner status, and listings (as opposed to consummated sales); in other words, sale conditions reflect the motivations of the buyer and seller. The motivational circumstances of each sale presented above were verified with a party knowledgeable of the transaction (grantor, grantee, broker, appraiser or lender). No adjustments are required.

Expenditures Immediately After Purchase

Expenditures made immediately after purchase are added directly to the consideration since the buyer anticipated these costs and the costs directly impacted the final sale price. No adjustments are needed.

Market Conditions

The comparables sold between May 2009 and December 2013. Over the time period in question, appreciation has been negligible for this type of property in the subject market area. No adjustment is necessary.

Locational Characteristics

Factors that contribute to desirability of a location include adjoining land uses, access, visibility, the demographic profile of the area's residents and the overall economic stability of the local district. The locations of the comparables are illustrated as follows:

SALES COMPARISON APPROACH



In order to compare the various locations to the subject, we have compiled demographic data within a 3-mile radius of each sale and the subject. This information is presented in the following chart:

Location	Population	Median HH Income	Median Home Value	Vacant Housing Units	Location Ranking
Subject	96,764	\$43,852	\$121,717	9.0%	---
Sale 1	112,306	\$40,151	\$111,246	10.5%	Similar
Sale 2	148,939	\$34,441	\$95,616	12.7%	Similar
Sale 3	139,068	\$43,327	\$117,528	9.8%	Superior
Sale 4	116,500	\$39,815	\$110,340	10.6%	Similar
Sale 5	149,490	\$45,745	\$121,276	9.6%	Similar

SALES COMPARISON APPROACH

Sale 3 is located on Route 51, Saw Mill Run Boulevard and is superior due to location. Sales 1,2,4, and 5 are inferior to the subject in this respect.

Building Size

The subject contains a gross building area of 13,242 square feet, exclusive of a basement. It is observed that smaller buildings tend to exhibit higher sale prices per square foot due to economies of scale. The sales are compared to the subject as follows:

Property	Gross Building Area (SF)	Ranking
Subject	13,242	-
Sale 1	5,400	Smaller
Sale 2	4,780	Smaller
Sale 3	4,800	Smaller
Sale 4	7,920	Smaller
Sale 5	20,000	Larger

Age/Condition

The subject an older building. It was only in fair condition as of the date of inspection. It is noted, however, that the roof has many leaks and water damage is extensive. The sales are ranked in comparison to the subject as follows:

Property	Condition / Age / Renovations	Ranking
Subject	Fair / N/A	
Sale 1	Average / N/A	Superior
Sale 2	Average / 1931	Superior
Sale 3	Fair / N/A	Similar
Sale 4	Fair / 1920	Similar
Sale 5	Average / N/A	Superior

SALES COMPARISON APPROACH

Land-to-Building Ratio

Higher land-to-building ratios allow for more flexibility in terms of parking, outside storage/lay down areas, possible expansion and general site utility. The sales are compared to the subject as follows based on usable land area:

Property	Developed Land Area (Acres)	Gross Building Area	Land to Building Ratio	Ranking
Subject	0.35	13,242	1.2 to 1	---
Sale 1	0.11	5,400	0.9 to 1	Similar
Sale 2	0.09	4,780	0.8 to 1	Similar
Sale 3	0.32	4,800	2.9 to 1	Superior
Sale 4	0.13	7,920	0.7 to 1	Slightly Inferior
Sale 5	0.17	20,000	0.4 to 1	Inferior

Qualitative Summary

The above discussion of the adjustment factors is summarized in the following table:

#	Adjusted \$/SF	Location	Size	Age/Condition	Land-to-Building/ Parking Ratio	Overall
1	\$20.00	Similar	Smaller	Superior	Similar	Superior
2	\$16.32	Similar	Smaller	Superior	Similar	Superior
3	\$15.63	Superior	Smaller	Similar	Superior	Superior
4	\$13.07	Similar	Smaller	Similar	Slightly Inferior	Similar
5	\$11.75	Similar	Larger	Superior	Inferior	Slightly Inferior

The following table presents overall relationships between the subject and the comparable properties, and suggests a bracketed range within which the subject value should fall.

Sale	Ranking	Value/Square Foot
Sale 1	Superior	\$20.00
Sale 2	Superior	\$16.32
Sale 3	Superior	\$15.63
Sale 4	Similar	\$13.07
Subject		
Sale 5	Slightly Inferior	\$11.75

SALES COMPARISON APPROACH

The following table summarizes the data germane to this analysis:

Comparable Range		Comparable Mean	Comparable Median	Bracketing Values	
\$11.75	\$20.00	\$15.35	\$15.63	\$11.75	\$15.63

The subject is bracketed by Sales 3,4, and 5. A value toward the lower end of the bracketed range is suggested considering that sale 5 is only slightly inferior. Considering the data and discussion presented above, we conclude to a value estimate as follows:

Gross Building Area	Value per Square Foot	Initial Value Indication	Rounded
13,242	\$12.50	\$165,525	\$165,000

RECONCILIATION AND FINAL VALUE ESTIMATE

Introduction

The purpose of this report is to provide an opinion of the market value of the fee simple estate of the property known as:

Existing Commercial/Apartment Building
3735 Brownsville Road
Borough of Brentwood
Allegheny County, Pennsylvania

Approaches

The three approaches indicate the following values:

Value Indications

Income Approach:	N/A
Sales Comparison Approach:	\$165,000
Cost Approach:	N/A

The final market value conclusion relies solely on the Sales Comparison Approach. The Sales Comparison Approach can also be used effectively for valuing all types of ownership interests, however adequate development of this approach requires intimate knowledge of the comparable transactions; factors that could have a material impact on value include the property rights transferred, buyer/seller motivations and financing, as well as physical and locational characteristics. In this instance, the Sales Comparison Approach was fully developed using five sales of similar properties and was given sole weight. The Cost is not developed due to the age of the property and the difficulty in accurately estimating accrued depreciation. The Income Approach is not developed due to the specialized use of the subject property.

Therefore, our opinion of market value, in cash or financial terms equivalent to cash, is as follows:

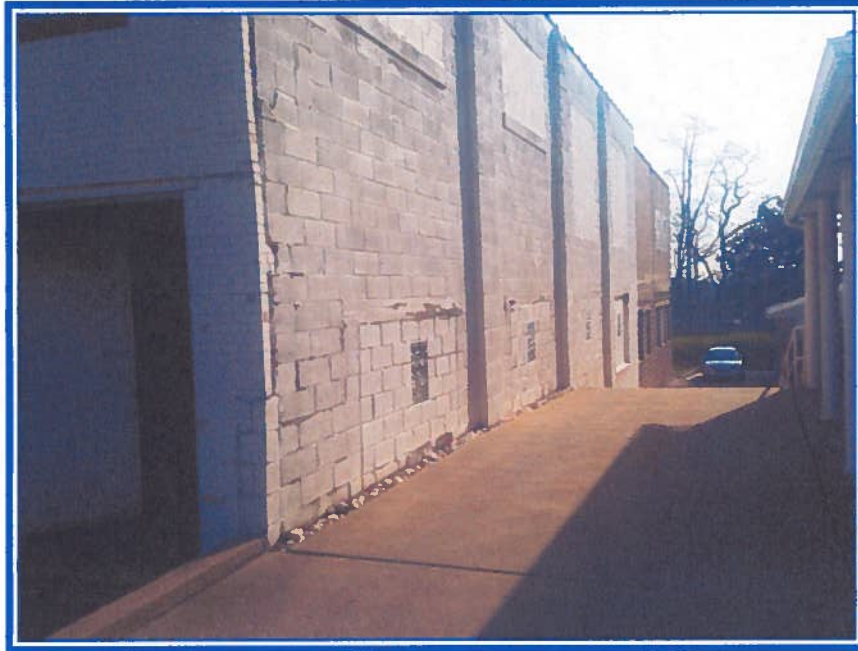
<u>Effective Date</u>	<u>Property Rights Appraised</u>	<u>Opinion of Value</u>
April 9, 2014	Fee Simple	\$165,000

PHOTOGRAPHS OF THE SUBJECT PROPERTY

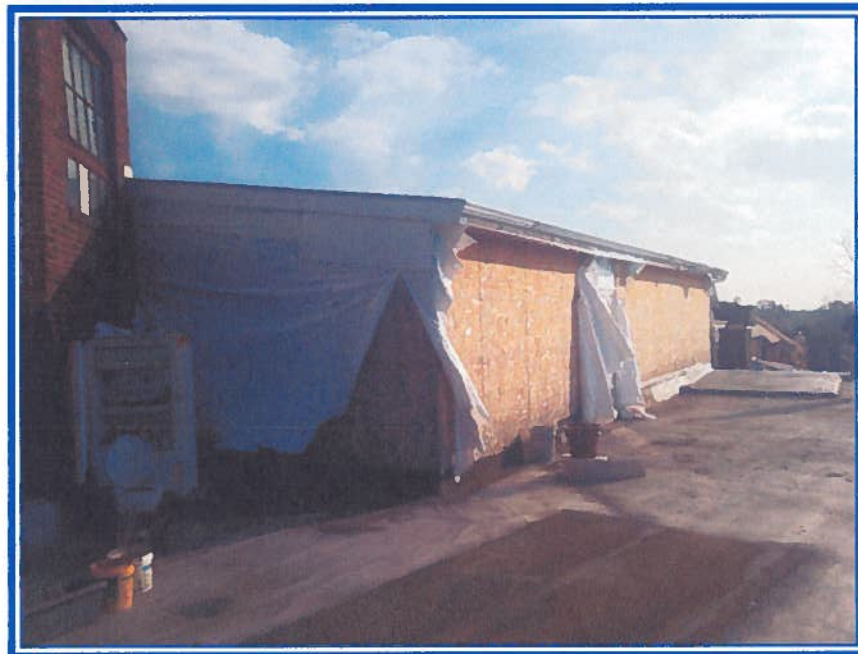


FRONT VIEWS.

PHOTOGRAPHS OF THE SUBJECT PROPERTY

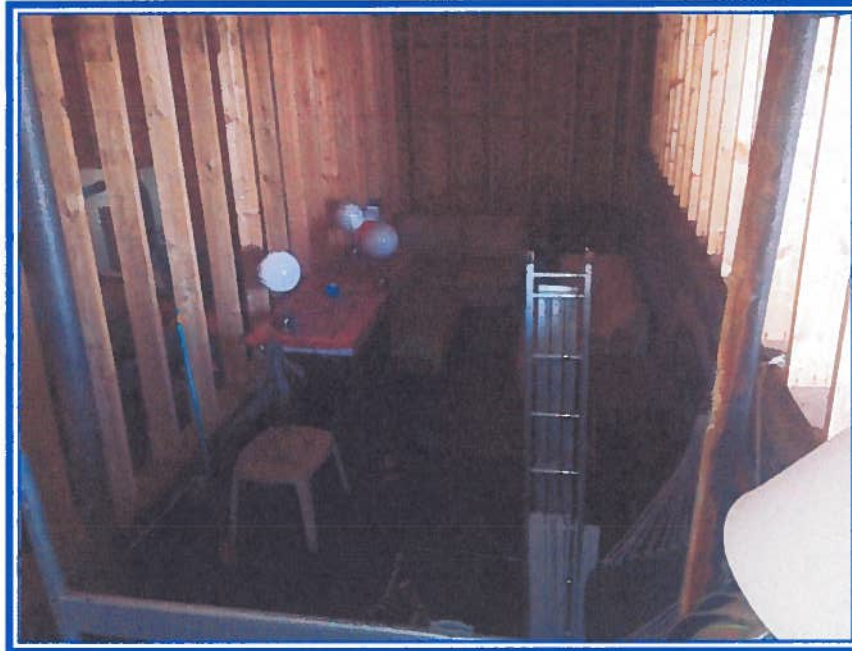
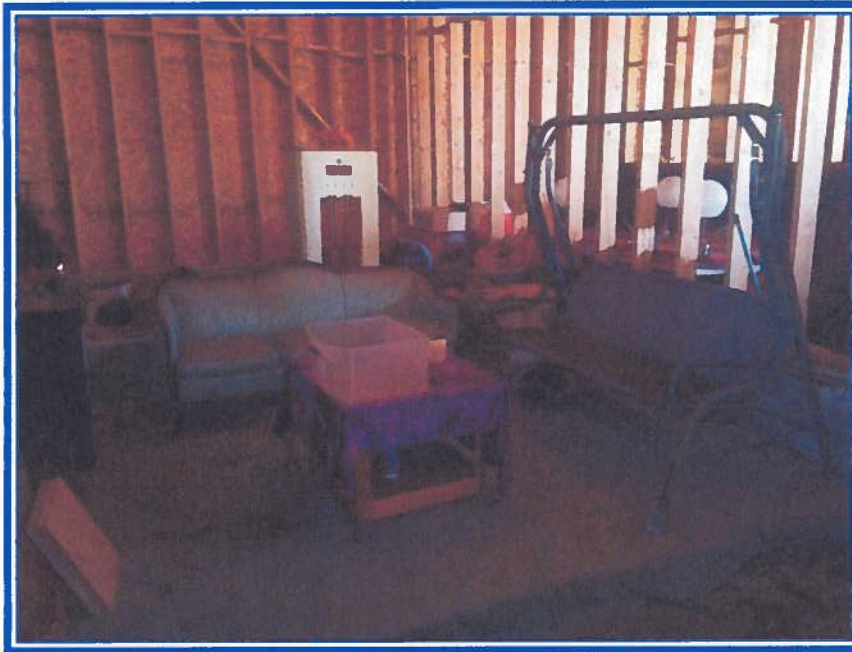


SIDE OF BUILDING.



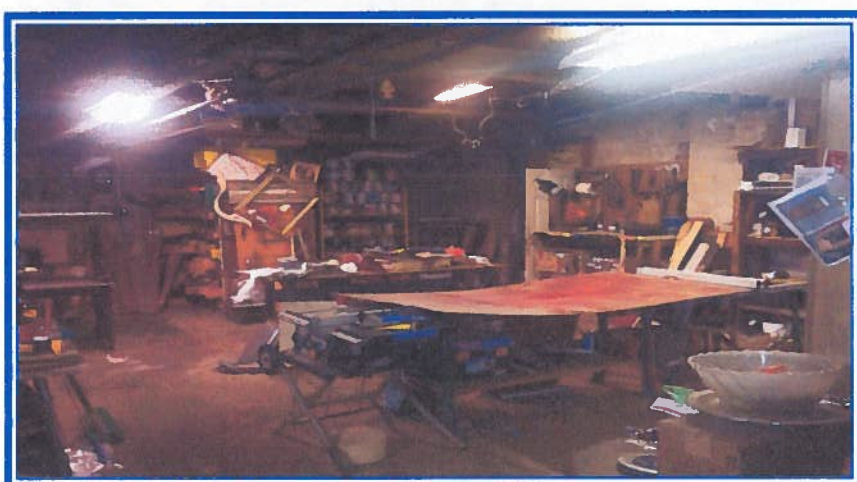
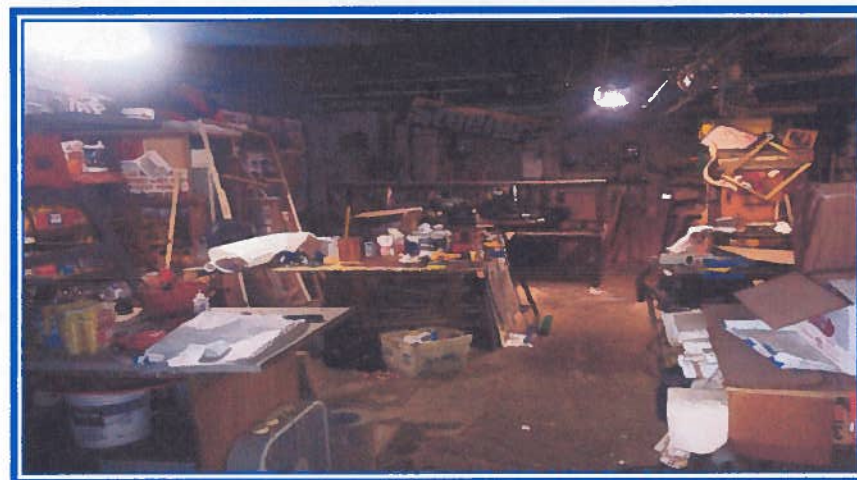
VIEW OF ROOF.

PHOTOGRAPHS OF THE SUBJECT PROPERTY



RENOVATED ROOF AREA.

PHOTOGRAPHS OF THE SUBJECT PROPERTY



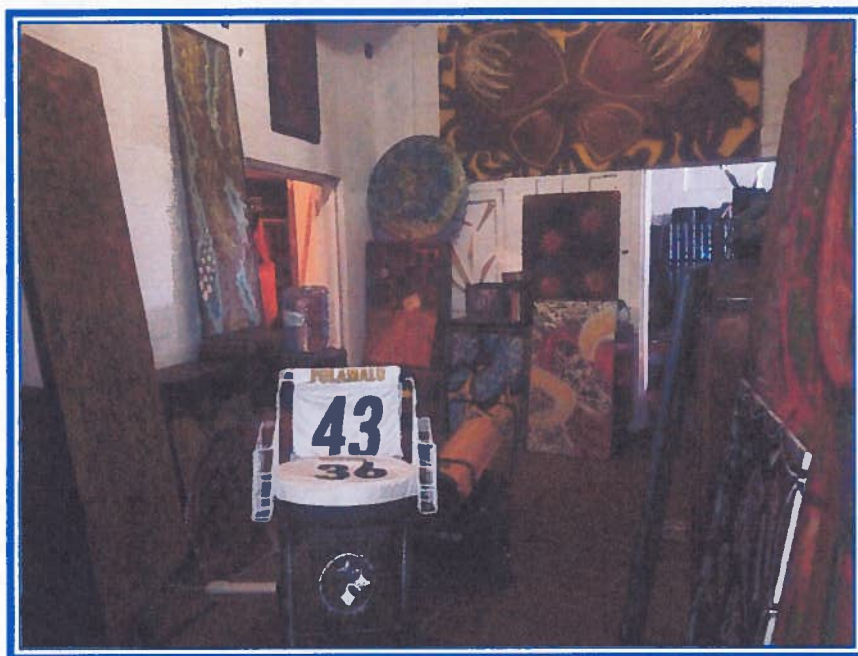
VIEWS OF THE FIRST LEVEL.

PHOTOGRAPHS OF THE SUBJECT PROPERTY



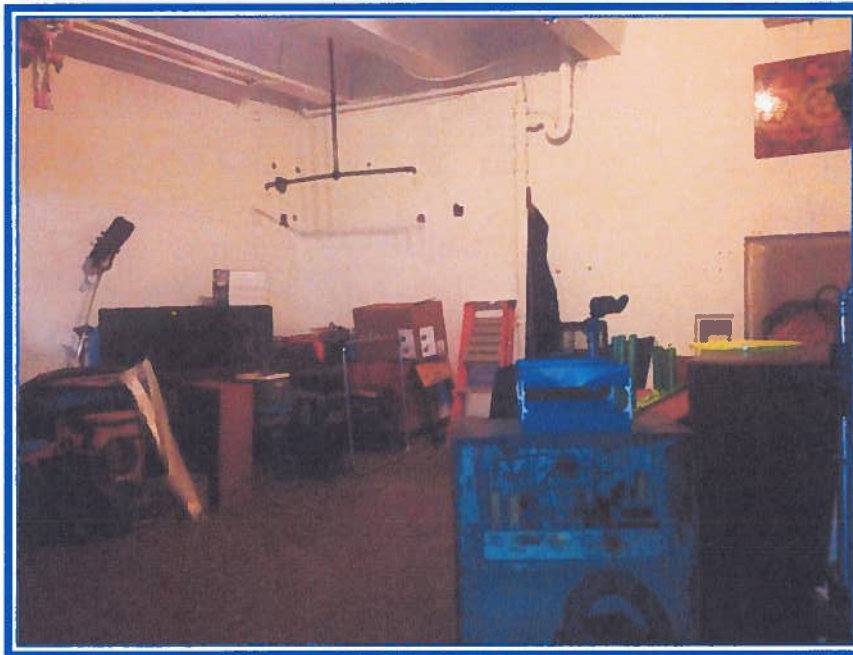
VIEWS OF THE FIRST LEVEL.

PHOTOGRAPHS OF THE SUBJECT PROPERTY



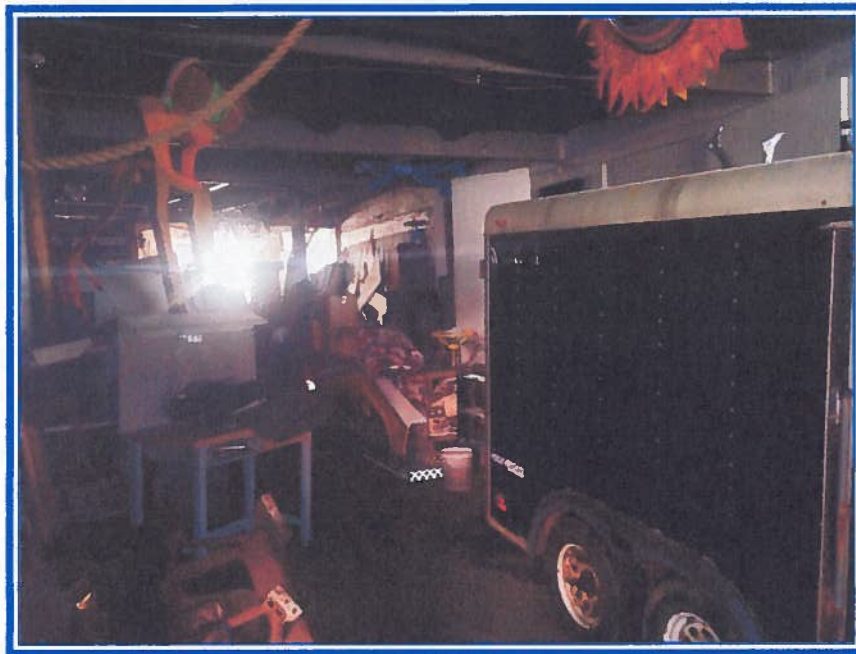
VIEWS OF THE FIRST LEVEL.

PHOTOGRAPHS OF THE SUBJECT PROPERTY



VIEWS OF THE FIRST LEVEL.

PHOTOGRAPHS OF THE SUBJECT PROPERTY



VIEWS OF THE FIRST LEVEL GARAGE AREA.

PHOTOGRAPHS OF THE SUBJECT PROPERTY



VIEWS OF THE FIRST LEVEL GARAGE AREA.

PHOTOGRAPHS OF THE SUBJECT PROPERTY

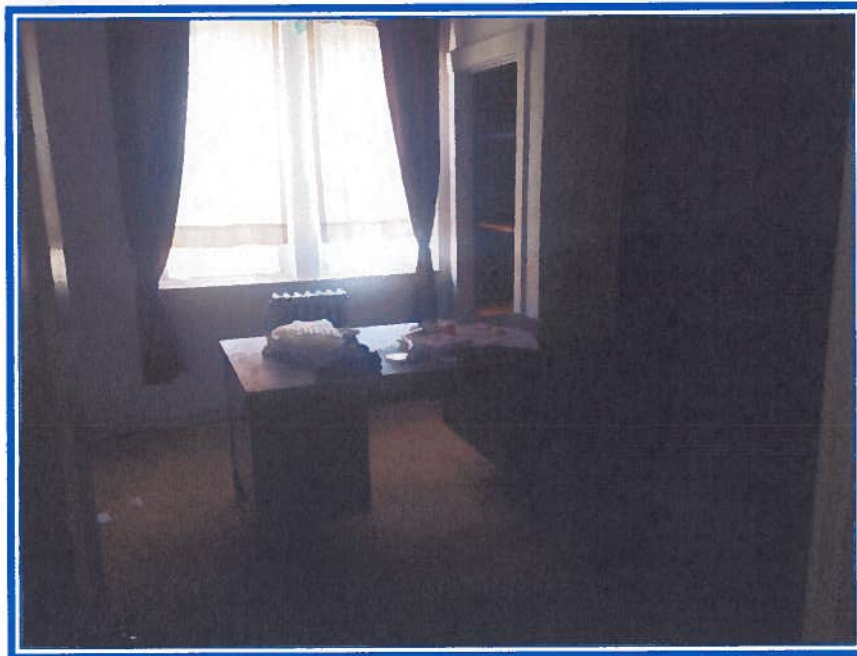


SECOND FLOOR.

PHOTOGRAPHS OF THE SUBJECT PROPERTY



SECOND FLOOR LIVING ROOM.

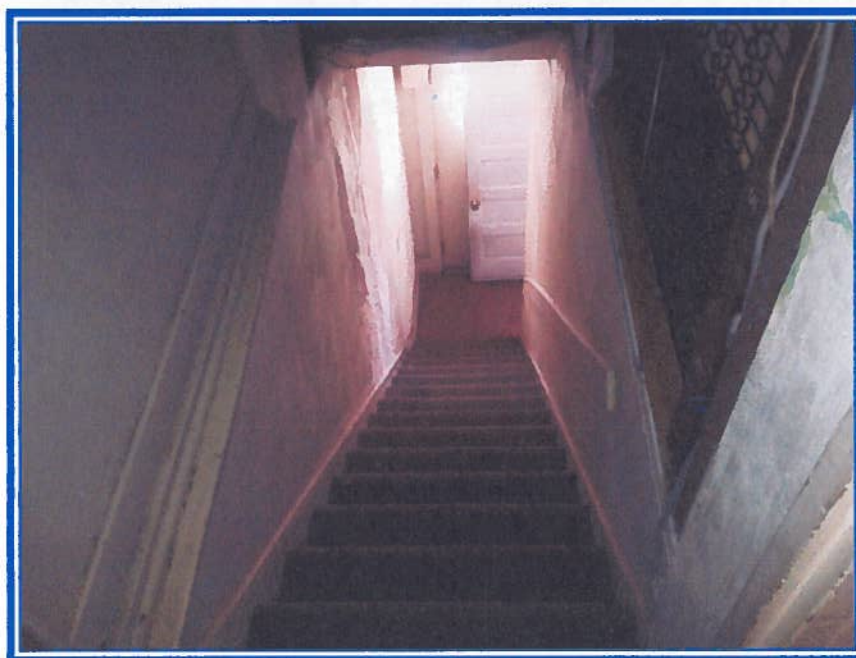


SECOND FLOOR OFFICE.

PHOTOGRAPHS OF THE SUBJECT PROPERTY



SECOND FLOOR.

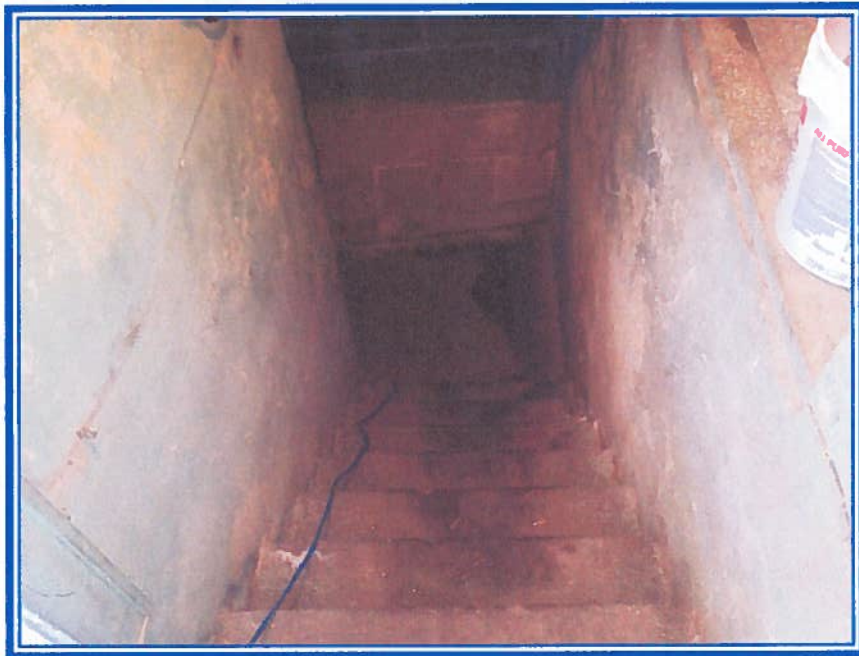


STAIRWAY TO SECOND FLOOR.

PHOTOGRAPHS OF THE SUBJECT PROPERTY



BASEMENT.



BASEMENT STAIRWAY.

PHOTOGRAPHS OF THE SUBJECT PROPERTY

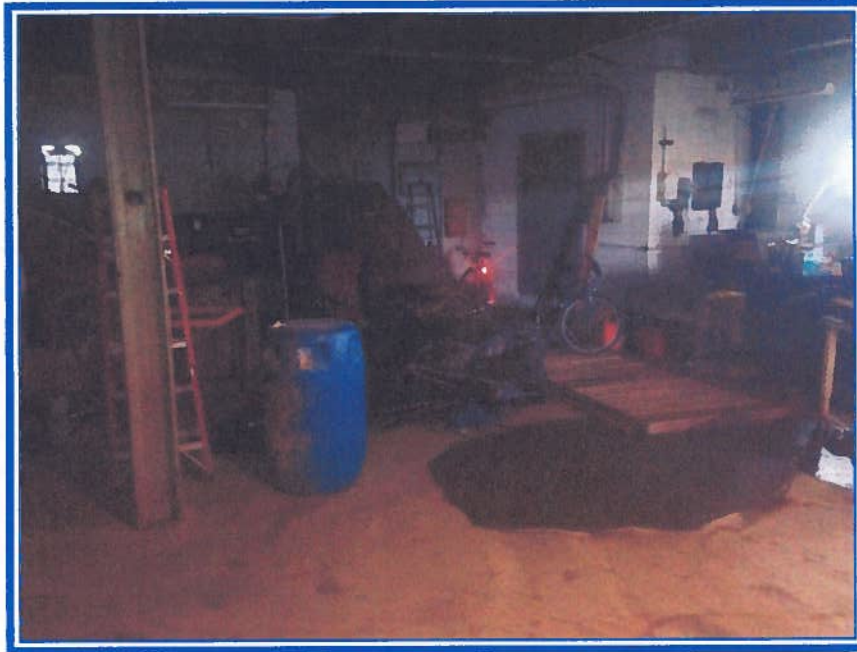


BASEMENT GARAGE ENTRANCE.



BASEMENT GARAGE.

PHOTOGRAPHS OF THE SUBJECT PROPERTY



BASEMENT GARAGE.



Location

Property ID	34048	Zip Code	15227
Address	2717-2719 Brownsville Road	MSA	Pittsburgh
City/Municipality	Brentwood	Submarket Area	South
County	Allegheny	Census Tract	478200.00000
State	Pennsylvania	Property Use	Bank Branch

Land

Tax Parcel Number	137-B-150 & 137-B-151		
Land Acres	0.11478	Usable Land Acres	0.11478
Land Sq Ft	5,000	Usable Land Area (SF)	5,000
Land to Building Ratio	0.93	Usable Land Percent	100.0%
Usable Land to Building Ratio	0.93	Parcel Type	No
Floor to Area Ratio	1.08		
Additional Site Info	Two parking spaces at the rear of the building.		

Building

GBA	5,400	Parking Ratio GBA	0.37
Number of Parking Spaces	2		

Building Finish

Building Condition	Average		
Additional Building Info	Former National City branch bank. The property is a one and partial two story building. The building contained commercial space on the first floor with a vault. The partial second floor contained office space. The property has a full basement which was not included in the total square footage.		

Sale Transaction

Sale Status	Recorded	Days on Market	112
Seller	PNC Bank NA	Sale Confirmed By	William K. Murtha
Buyer	Bill & Anne Chen	Sale Confirmed With	Jay Phoebe
Sale Date	06-06-2012	Confirmed With Phone	(412) 952-6656
Recording Date	06-08-2012	Confirmation Date	07-17-2012
Sale Price	\$108,000	Sale ID	110245
Book/Page	14913/448		

Analysis

Adjusted Sale Price \$108,000

Adjusted Price Indices

Adjusted Price/SF of GBA \$20.00

Adjusted Price/SF of Land \$21.75

Adjusted Price/Acre \$947,368

UnAdjusted Price Indices

Unadjusted Price/SF of
GBA \$20.00

Unadjusted Price/SF Land \$21.75

Unadjusted Price/Acre \$947,368



Location

Property ID	37257	State	Pennsylvania
Property Name	Former Bank	Zip Code	15210
Address	300 Brownsville Road	MSA	Pittsburgh
City/Municipality	Pittsburgh	Property Use	Bank Branch
County	Allegheny		

Land

Tax Parcel Number	14-R-246		
Land Acres	0.09000	Land to Building Ratio	0.82
Land Sq Ft	3,920	Floor to Area Ratio	1.22

Building

GBA	4,780	Year Built	1931
-----	-------	------------	------

Building Finish

Additional Building Info	The building containing a gross area of 4,780 square feet, inclusive of a 255 square foot subdivided lower level retail space and exclusive of 3,590 square feet of unfinished lower level space. It was constructed circa 1931. The building is of good quality construction and was in average condition at the time of sale.		
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Sale Transaction

Seller	William & Janet Zottoli	Sale Confirmed By	Boland, Lucas
Buyer	George & Joanna Dayieb	Sale Confirmed With	Mac McIlrath & Appraisal
Sale Date	05-02-2012	Confirmation Date	09-28-2012
Sale Price	\$78,000	Sale ID	112761
Book/Page	14878 / 184		

Sale Remarks	The sale included a triangularly shaped, multi-story, former bank building. The sale includes an adjacent parking area which can accommodate ten vehicles.		
--------------	--	--	--

Analysis

Adjusted Sale Price	\$78,000
---------------------	----------

Adjusted Price Indices

Adjusted Price/SF of GBA	\$16.32	Adjusted Price/SF of Land	\$19.90
Adjusted Price/Acre	\$866,667		

UnAdjusted Price Indices

Unadjusted Price/SF of
GBA \$16.32

Unadjusted Price/SF Land \$19.90

Unadjusted Price/Acre \$866,667



Location

Property ID	31938	State	Pennsylvania
Address	2400 Saw Mill Run Boulevard	MSA	Pittsburgh
City/Municipality	Pittsburgh, 32nd Ward	Property Use	Retail Other
County	Allegheny		

Land

Land Acres	0.31680	Floor to Area Ratio	0.35
Land Sq Ft	13,800	In Flood Plain?	No
Land to Building Ratio	2.87		

Building

GBA	4,800	Number of Buildings	1
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Building Finish

Building Condition	Fair
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Sale Transaction

Seller	Ronald M. & Beverly Bohn	Sale Confirmed By	Bryan Barone
Buyer	Wasiecko	Sale Confirmed With	Marv Levin, BMSW, Agent, Phone: 4125481064
Sale Date	07-31-2009	Confirmation Date	11-10-2009
Sale Price	\$75,000	Sale ID	106327
Days on Market	201.3		

Sale Remarks	This property is a retail/warehouse with two upper floor apartments. The structure contains three stories plus a full basement. Condition was fair at the time of sale. The heating system was inoperable and the interior needed a complete remodeling. The roof was in good condition. Purchased for use as a rental property.		
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Analysis

Adjusted Sale Price	\$75,000
---------------------	----------

Adjusted Price Indices

Adjusted Price/SF of GBA	\$15.62	Adjusted Price/SF of Land	\$5.43
Adjusted Price/Acre	\$236,742		



Location

Property ID	13722	Zip Code	15227
Address	2608-2610 Brownsville Road	MSA	Pittsburgh
City/Municipality	Pittsburgh	Ward	29th
County	Allegheny	Census Tract	290400
State	Pennsylvania	Property Use	Mixed Use, Retail / Residential

Land

Land Acres	0.12640	Floor to Area Ratio	1.44
Land Sq Ft	5,506	In Flood Plain?	No
Land to Building Ratio	0.70		

Building

GBA	7,920	Year Built	1920
Gross Leasable Area	7,920		

Building Finish

Building Condition	Fair
--------------------	------

Sale Transaction

Sale Status	Recorded	Book/Page	15475/111
Seller	CFV Properties LLC	Sale Confirmed By	Dean Langholz
Buyer	ANA Realty LLC	Sale Confirmed With	CoStar, County Records, RealStats
Sale Date	12-19-2013	Confirmation Date	01-16-2014
Recording Date	12-30-2013	Sale ID	113745
Sale Price	\$103,500		
Sale Remarks	Sale confirmed with CoStar, County Records, and Real Stats.		

Analysis

Adjusted Sale Price	\$103,500
---------------------	-----------

Adjusted Price Indices

Adjusted Price/SF of GBA	\$13.07	Adjusted Price/Acre	\$818,829
Adjusted Price/SF of GLA	\$13.07	Adjusted Price/SF of Land	\$18.80

UnAdjusted Price Indices

Unadjusted Price/SF of
GBA \$13.07

Unadjusted Price/Acre \$818,829

Unadjusted Price/SF of
GLA \$13.07

Unadjusted Price/SF Land \$18.80

Remarks

Property Remarks

This property is improved with a three-story brick apartment and retail building. The property has seven apartment units and a retail storefront formerly used as a deli. There are five, two-bedroom and two, one-bedroom units. There is a full basement not included in the square footage.



Location

Property ID	12841	MSA	Pittsburgh
Address	1246 Brookline Boulevard	Submarket Area	
City/Municipality	Pittsburgh	Ward	19th
County	Allegheny	Census Tract	191800
State	Pennsylvania	Property Use	Retail
Zip Code	15226		

Land

Tax Parcel Number	96-F-7		
Land Acres	0.16530	Floor to Area Ratio	2.78
Land Sq Ft	7,200	Primary Frontage (Feet)	60.00
Land to Building Ratio	0.36		
Primary Frontage Description	60		
Zoning Jurisdiction	City of Pittsburgh	Dimensions	60' x 120'
Zoning Code	LNC, Local Neighborhood Commercial	Grade	At street grade
Shape	Rectangular	In Flood Plain?	No
Topography	Level to Sloping	Utilities Description	All public utilities available

Building Area Breakdown

Building Name	GBA	Building Condition	
Office Space			2,500 74
Warehouse Space			17,500 74
* Totals *			

Building

GBA	20,000		
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Building Finish

Construction Class	C - Masonry	Exterior Walls	Concrete Block
Building Condition	Average	Roof Type	Flat

Sale Transaction

Sale Status	Recorded	Days on Market	125
Seller	Falvo, Rosario & Janet	Proposed Use	Athletic Clothing Distributor
Buyer	LaSalle Products Inc.	Sale Confirmed By	Lucas Boland
Sale Date	12-18-2012	Sale Confirmed With	Jay Phoebe, Howard Hanna Commercial
Recording Date	12-18-2012	Confirmed With Phone	(412) 952-6656
Sale Price	\$235,000	Confirmation Date	04-19-2013
Book/Page	15101/148	Sale ID	111027

Sale Remarks This is a two-story building used for office/warehouse space. The building was owner-occupied and well maintained. The deeded consideration is \$205,000, however, the grantor took \$30,000 in seller financing. The building is equipped with a freight elevator that services all three levels. It was previously used by a company that refurbished movie theater seating and equipment. The buyer is an athletic sportswear distributor who equips several of the professional teams in Pittsburgh.

Analysis

Adjusted Sale Price	\$235,000
---------------------	-----------

Adjusted Price Indices

Adjusted Price/SF of GBA	\$11.75	Adjusted Price/SF of Land	\$32.64
Adjusted Price/Acre	\$1,421,658	Adjusted Price per FF	\$3,916.67

UnAdjusted Price Indices

Unadjusted Price/SF of GBA	\$11.75	Unadjusted Price/SF Land	\$32.64
Unadjusted Price/Acre	\$1,421,658	Unadjusted Price/FF	\$3,916.67



Allegheny County
Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219

Instrument Number: 2007-40364

Recorded On: December 21, 2007 As-Deed

Parties: SNEE BETTY P

To GREEN DEVELOP TRUST NO 7003735

of Pages: 5

Comment:

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Deed 45.00
Pages > 4 0
Names > 4 0
Total: 45.00

Realty Transfer Stamp

Affidavit Attached-No	Stamp Num-T322088
BRENTWOOD	
Ward-99-NO WARD	
Blk/Lot-188F95	Value 190,000.00
Commonwealth of Pennsylvania	1,900.00
Munic-Brentwood Boro	950.00
School District-Brentwood	950.00
Munic-Penalty	0.00
Munic-Interest	0.00
School-Penalty	0.00
School-Interest	0.00
	3,800.00

Office of Property Assessments Stamp

Michael J. Suley, Manager	- BLOCK AND LOT NUMBER
<i>Michael J. Suley</i>	
Date: 1/1 - Int. By:	188-F-95
1-2-2008 KS	188-f-97

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

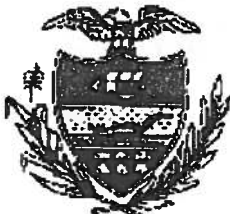
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File Information:

Document Number: 2007-40364
Receipt Number: 1051934
Recorded Date/Time: December 21, 2007 04:18:00P
Book-Vol/Pg: BK-DE VL-13475 PG-559
User / Station: C Carson - Cash Super 06

Record and Return To:

SOUTH HILLS SETTLEMENTS INC
142-A MCCLELLAND ROAD
CANONSBURG PA 15317



Valerie McDonald-Roberts Recorder of Deeds

4
Am

SPECIAL WARRANTY DEED

MADE the 12th day of December, 2007

BETWEEN

Betty P. Snee

Party of the first part and

Green Development Trust #7003735

Parties of the second part:

WITNESSETH, that the said party of the first part, in consideration of

One Hundred Ninety Thousand and 00/100 (\$190,000.00)

to it now paid by the said parties of the second part, does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns,

FIRST:

ALL that certain lot or piece of ground situate in the Borough of Brentwood, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 3 in Ida M. Cowan Hillman, unrecorded plan of Subdivision of Lot No. 10 in David A. Cowan Estate Plan as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 25, Page 168, said lot being bounded and described as follows, to-wit:

BEGINNING at a point, being the southwest corner formed by the intersection of Hillman Avenue (formerly Grapes Avenue) in said plan with Brownsville road, a sixty foot street thence along the southerly line of said Hillman Avenue North 77° 30' East One Hundred Twenty (120) feet to a point; thence South 12° 30' East Thirty-two (32) feet to a point; thence by line parallel with line of Hillman Avenue South 77° 30' West One Hundred Twenty seven (127) feet more or less to line of Brownsville Road; and thence by the Easterly line of said Brownsville Road North 0° 1' 15" West thirty-three (33) feet more or less to a point at the place of beginning.

SECOND:

ALL that certain lot or piece of ground situate in the Borough of Brentwood, County of Allegheny and Commonwealth of Pennsylvania, being part of Lots Nos. 2 and 3 in the Ida M. Cowan Hillman, unrecorded plan of Subdivision of Lot No. 10 in David A. Cowan Estate Plan as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 25, Page 168, said lot being bounded and described as follows, to-wit:

BEGINNING at a point on the Easterly side of Brownsville Road at the dividing line between Lots Nos. 1 and 2 in the above recited unrecorded plan, said point being distant South 0° 1' 15" East Seventy-two and 31/100 (72.31) feet from the Southeasterly corner of said Brownsville Road and Hillman Street; thence extending Northwardly along the said Brownsville Road a distance of Thirty-nine and 54/100 (39.54) feet to the property now or late of John W.

Snee recited as parcel FIRST above; thence north 77° 30' East One Hundred Twenty-seven and 07/100 (127.07) feet to a point; thence extending South 12° 30' East a distance of Sixty-eight and 62/100 (68.62) feet to a point on the line extending along the dividing line between said Lots Nos. 1 and 2, North 89° 58' 45" East a distance of One Hundred Thirty-eight and 91/100 (138.91) feet to the point at the place of beginning.

HAVING erected on both parcels described above a 2 story brick building and concrete garage.

BEING designated as Lot/Block Numbers 188-F-95 and 188-F-97

BEING the same premises which Lillian M. Snee by deed dated October 30, 2006 and recorded on October 31, 2006 in the Office of the Recorder of Deeds of Allegheny County in Deed Book Volume 13042, Page 9 granted and conveyed unto Betty P. Snee, the grantor herein.

With the appurtenances: **To Have and To Hold** the same unto and for the use of the said parties of the second party, their heirs and assigns forever,

And the said Betty P. Snee for herself and her heirs with the said parties of the second part, its successors and assigns warrant against all lawful claimants **SPECIALLY** the same and every part thereof to Warrant and Defend.

NOTICE - THIS DOCUMENT MAY NOT/ DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, in any.]

WITNESS the hand and seal of the said parties of the first part.

WITNESS:

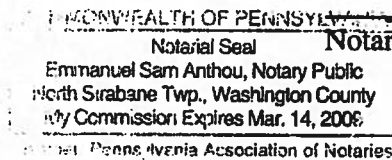


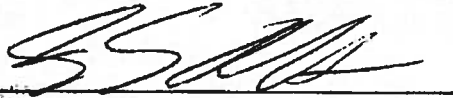

BETTY P. SNEE

STATE OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this the 12TH day of December, 2007, before me a notary public, the undersigned officer personally appeared Betty P. Snee, personally known or satisfactorily proven to be the person who executed the within instrument and acknowledged that she executed the same for the purposes therein contained.

My Commission Expires:

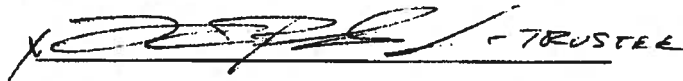



Notary Public

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, AMY BE PROTECTED FORM DAMAGE DUE TO MINE SUBSIDENCE BY PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE ACT OF 1966.

WITNESS:

GREEN DEVELOPMENT TRUST #7003735

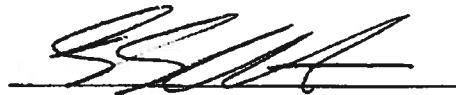
 - TRUSTEE

CERTIFICATE OF RESIDENCE

I, the undersigned, do hereby certify that Grantee's precise residence is

C/O Green Space, LLC, P.O. Box 97971, Pittsburgh, PA 15227

Witness my hand this 12th day of December, 2007.



Recorded

Number

DEED

Vol. (Adopted) Page

From

BETTY P. SNEE

To

GREEN DEVELOPMENT TRUST #7003735

MAIL TO: South Hills Settlements, Inc.
142-A McClelland Road
Canonsburg, PA 15317

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

}
}
} ss.

RECORDED this day of , in the Recorders Office of the said County, in Deed
Book, Vol. , Page .

Given under my hand and the seal of the said office, the day and year aforesaid.

Recorder

- H. In the event that the provisions of Subsections D and G herein are applicable to a commercial structure containing more than two apartments, then it shall be a requirement that said building or structure shall contain a sprinkler system installed in compliance with the National Fire Prevention Code.

ARTICLE II Districts and District Boundaries

§ 210-6. Establishment of districts.

For the purpose of this chapter, the Borough of Brentwood in entirety is hereby divided into the following districts:

Residential Districts

- R-1 Low Density
- R-2 Medium Density Residential District
- R-3 Medium-High Density Residential District
- R-4 High Density Residential District
- R-P Planned Residential Development District

Commercial Districts

- C-1 General Commercial District
- C-2 Restricted Commercial District

Industrial District

- I-C Restricted Industrial-Commercial District

§ 210-7. Lot sizes.

Any lot as well as the open spaces reserved on it must equal or exceed the minimum sizes prescribed by this chapter for the district in which the lot is located.

§ 210-8. Zoning Map.³

- A. Title. The map showing the division of the Borough into the designated zoning districts shall be known as the "Brentwood Borough Zoning Map." Said map and all the notations, references and other data shown thereon are hereby incorporated by reference into this chapter as if all were fully described herein.
- B. Adoption of Zoning Map. The Brentwood Borough Zoning Map shall be kept on file with the Borough Secretary. If, and whenever changes are made in boundaries or other matter included on said zoning map, such changes in the Zoning Map shall be made within 30 days after any such amendment has been adopted by the Borough Council.

³ Editor's Note: A copy of the Zoning Map is located at the end of this chapter.

Table No. 200-1
[Amended 5-16-2000 by Ord. No. 1118]

Permitted Uses in Residential Districts¹					
General Use	R-1 District	R-2 District	R-3 District	R-4 District	R-P District²
Single-family dwelling	R	R	R	R	R
Two-family dwelling (double and duplex)	NP	C	R	R	R
Townhouse dwelling	NP	C	R	R	R
Garden apartment dwelling	NP	NP	C	C	R
High-rise apartment dwelling	NP	NP	NP	C	C
Community garage	C	C	C	C	C
Private garage	R	R	R	R	R
Church or related use	C	C	C	C	C
Public or private school or public buildings	C	C	C	C	C
Public park or open space	R	R	R	R	R
Community center	C	C	C	C	C
Essential services uses and facilities, including all uses, structures and facilities for public safety services, which include emergency medical services, law enforcement services and fire-fighting and fire prevention ser- vices ^{3, 4}	C	C	C	C	NP
Private recreation facilities	C	C	C	C	C
Accessory residential buildings, private swimming pool	A	A	A	A	A
Institutional home	NP	NP	C	C	NP

General Use	Permitted Uses in Residential Districts ¹				
	R-1 District	R-2 District	R-3 District	R-4 District	R-P District ²
Home occupation	C	C	C	C	C
Funeral home	NP	NP	C	C	NP
Microwave antennas	C	C	C	C	C

NOTES:

¹ Symbols for Table No. 200-1 include:

R – Use by right

C – Conditional use only

A – Accessory use only

NP – Not permitted

² All uses in R-P District are subject to the special provisions of § 210-21 of this chapter.

³ With respect to conditional use essential services uses, functions, structures and facilities which relate to public safety services, including emergency medical services, law enforcement services or fire prevention or fire-fighting services, the area, bulk and height regulations applicable are those applied to permitted commercial uses located in a C-1 General Commercial District and as set forth in Table No. 300-2 of this Chapter 210.

⁴ With respect to conditional use essential services uses, functions, structures and facilities which relate to public safety services, including emergency medical services, law enforcement services or fire prevention or fire-fighting services, the minimum number of off-street parking spaces required shall be one space for each 400 square feet of floor area contained in all of the enclosed buildings, excluding garages, included in the public safety service facility on the specific site involved.

Table No. 200-2

BOROUGH OF BRENTWOOD**Area, Bulk and Height Regulations for
All Residential Districts¹**

Residential Uses	R-1	R-2	R-3	R-4	R-P
Minimum lot area per dwelling unit (square feet)					
Single-family	7,000	6,000	5,000	5,000	5,000
Two-family	NP	3,000	2,500	2,500	2,500
Townhouse	NP	2,500	2,500	2,500	2,000
Garden apartment	NP	NP	1,800	1,800	1,600
High-rise apartment	NP	NP	NP	1,000	1,000
Minimum lot width per structure (feet)					
Single-family	60	50	50	50	50
Two-family (per unit)	NP	25	25	25	25
Townhouse (per unit)	NP	20	20	20	20
Garden apartment (minimum)	NP	100	100	100	100
High-rise apartment (minimum)	NP	NP	NP	120	120
Minimum yards (feet)					
Front	25	25	35	35	25
Rear	25	25	35	35	25
Each side yard (2 required)					
Single and two- family (minimum 15 total feet)	5	5	5	5	5
Townhouse and garden	NP	15 (end wall)	15 (end wall)	15 (end wall)	15 (end wall)
All multifamily (plus 2 feet for each story over 30 feet)	NP	25	25	25	25

(Cont'd on page 21027)

§ 210-23

ZONING

§ 210-24

Residential Uses	R-1	R-2	R-3	R-4	R-P
Maximum building height (feet)					
Single-family	28	28	28	28	28
Two-family and Townhouse	NP	28	28	28	28
Garden apartment	NP	NP	40	40	40
High-rise apartment	NP	NP	NP	85	85
Maximum lot coverage (percent)					
Single-family, Two-family and Townhouse where permitted	40	50	50	50	50
All other residential uses		50	50	50	50
Nonresidential uses					
Minimum lot area (square feet)	10,000	8,000	8,000	8,000	8,000
Minimum lot width (feet)	100	100	100	100	100
Minimum yards (feet)					
Front and rear	25	25	25	25	25
Each side	20	20	20	20	20
Maximum height (feet)	25	25	25	25	25
Maximum lot coverage (percent)	30	35	35	35	35

NOTES:¹NP = Not permitted.

ARTICLE V
Commercial Districts

§ 210-24. Intent.

In addition to the general goals listed in §§ 210-2 and 210-3, the districts established in this regulation are intended to achieve the following:



March 27, 2014

George Zboyovsky, PE
Borough Manager
Brentwood Borough
3624 Brownsville Road
Pittsburgh, PA 15227
Via E-Mail: gzbboyovsky@brentwoodboro.com

Dear Mr. Zboyovsky:

Thank you for inquiring about real estate appraisal services through Valbridge Property Advisors|Barone Murtha Shonberg and Associates, Inc. The services and terms of engagement are proposed as follows:

Client:	Brentwood Borough
Location:	3735 Brownsville Road Brentwood Borough
Assignment Type:	Narrative Appraisal
Appraisal Fee:	\$2,000 \$ 1,500
Retainer:	None
Delivery:	21-Days
Number of Copies:	3
Engagement:	Services are deemed to have been engaged upon written authorization to proceed and receipt of the specified retainer.
Conditions:	The delivery timing is measured from the date of engagement and is predicated on a complete response to the data request within five business days.
Final Payment:	Not to exceed 30 days from completion of the specified services. A cumulative charge of 1 percent per month will be assessed for all past due payments.

George Zboyovsky, PE
Borough Manager
Brentwood Borough

March 27, 2014
Page Two

Should you have any questions regarding the fee, time frame or services to be rendered, please call me at (412) 881-6080 ext. 302. Thank you for the opportunity to present this proposal.

Sincerely,



Stephen J. Barone, MAI

Authorized Signature



Date

3/28/14

GEORGE ZBOYOVSKY / BOROUGH MANAGER

Print or Type Name and Title

BRENTWOOD BOROUGH

Company Name

Phone

412-884-1500 x.110

SJB:LF

**PENNSYLVANIA STATE BOARD OF CERTIFIED REAL ESTATE APPRAISERS
REQUIRED CHECKLIST FOR LICENSED APPRAISAL TRAINEE**

THE BOARD REQUIRES THIS CHECKLIST BE USED WHEN A LICENSED APPRAISAL TRAINEE IS UTILIZED IN THE PERFORMANCE OF AN APPRAISAL. THIS CHECKLIST MUST BE SIGNED BY THE CERTIFIED APPRAISER AND MADE PART OF THE APPRAISAL REPORT THAT IS SUBMITTED TO THE CLIENT AND RETAINED IN THE APPRAISAL WORKFILE.

BY COMPLETING THIS CHECKLIST AND MAKING IT PART OF THE APPRAISAL REPORT SUBMITTED TO THE CLIENT, THE TRAINEE AND SUPERVISORY APPRAISER HAVE MET APPLICABLE USPAP REQUIREMENTS FOR ACKNOWLEDGMENT AND DISCLOSURE OF SIGNIFICANT REAL PROPERTY APPRAISAL ASSISTANCE.

THE BOARD CANNOT GRANT EXPERIENCE HOURS FOR APPRAISAL ASSIGNMENTS IN WHICH THE LICENSED APPRAISAL TRAINEE IS NOT PROPERLY ACKNOWLEDGED IN THE REPORT.

SUBJECT PROPERTY ADDRESS: 3735 Brownsville Road, Brentwood PA

The licensed appraisal trainee to the certified real estate appraiser has contributed significant real property appraisal assistance in this appraisal assignment. Specifically, the licensed appraisal trainee:

Yes No N/A

☒ ☐ ☐ Assisted in the preparation of the workfile with all forms and general information for the appraisal.

☒ ☐ ☐ Assisted in determining the scope of work of the appraisal.

☒ ☐ ☐ Assisted in gathering and entering data as follows: tax assessment information and map, flood hazard information and map, zoning information and map, location map and similar information.

☒ ☐ ☐ Inspected the subject property.

If yes, accompanied by supervisor? Yes (yes/no)

Type of inspection (check one): ☒ interior ☐ exterior

☒ ☐ ☐ Assisted in analyzing the highest and best use of the subject property.

☒ ☐ ☐ Assisted in gathering information for comparable land sales data, verified and analyzed the comparable land sales data.

☒ ☐ ☐ Assisted in gathering data for the cost approach, including estimates of cost new and accrued depreciation.

☒ ☐ ☐ Assisted in data and analysis for the income approach, including estimates of market rent, vacancy/expense analysis, and development of GRM or capitalization rate.

☒ ☐ ☐ Assisted in gathering and verifying comparable sales data, and analysis of the comparable sales.

☒ ☐ ☐ Assisted in the exterior inspection of the sales, rentals, land and/or other comparables.

☒ ☐ ☐ Assisted in sketch drawing.

☒ ☐ ☐ Assisted in entering subject and comparable data on the form and in the comment areas.

☒ ☐ ☐ Assisted in reconciliation and final opinion of value for the subject property.

☒ ☐ ☐ Assisted in the final review of this report.

☐ ☐ ☐ Other _____

SIGNATURE OF THE APPRAISAL TRAINEE _____

PRINT/TYPE NAME: Dean M Lunkholz

The supervising certified real estate appraiser certifies that the named individual did assist with the items checked above, and also certifies that he/she reviewed all work done by the trainee. The supervising appraiser further certifies that the person signing this report as trainee understands the concepts and processes associated with the appraisal process.

SIGNATURE OF SUPERVISING CERTIFIED REAL ESTATE APPRAISER: _____

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

12 0122307

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO Box 2649 Harrisburg PA 17105-2649



Certificate Type

Certified General Appraiser

Certificate Status

Active

Initial Certification Date

07/01/1991

STEPHEN JOSEPH BARONE
4701 BAPTIST ROAD
PITTSBURGH PA 15227

**Certificate
Number**

GA000065L

Expiration Date

06/30/2015

Katie Truse

Commissioner of Professional and Occupational Affairs

Stephen Barone
Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 P.S. 4911

Qualifications of Stephen J. Barone, MAI

Senior Managing Director

Valbridge Property Advisors | Barone Murtha Shonberg & Associates, Inc.

Independent Valuations for a Variable World

State Certifications

Pennsylvania
West Virginia

Membership/Affiliations:

Member: Appraisal Institute - MAI Designation
Member: Realtors Association of Metropolitan Pittsburgh
Member: Pennsylvania Association of Realtors
Member: National Association of Realtors

Education

Bachelor of Science
Business Administration
Duquesne University

Appraisal Institute & Related Courses:

A.I.R.E.A. Courses 1-A, 1-B, II, Litigation Valuation, Valuation of Lease Interests Part I and Applied Sales Comparison Approach; USPAP; Business Practices and Ethics; PA Rules and Regulations; Highest and Best Use; Hotel/Motel Valuation Seminar; Americans with Disabilities Act Seminar; Appraising Troubled Properties; The Internet and Appraising; Litigation Skills for the Appraiser; State of the Valuation Profession; FHA Minimum Property Standards; Assessment Law & Procedures in Pennsylvania; Appraisal Challenges: Declining Markets and Sales Concessions; The Appraiser as an Expert Witness: Preparation & Testimony; Mineral Valuation & Mineral Appraisal Perspectives; Introduction to Valuation for Financial Reporting; Appraising the Appraisal, Online Subdivision Valuation.

Contact Details

412-881-6080 x 302 (p)
412-881-8040 (f)

Valbridge Property Advisors |
Barone Murtha Shonberg &
Associates, Inc.
4701 Baptist Road
Suite 304
Pittsburgh, PA 15227

www.valbridge.com
sbarone@bmswinc.com

Experience:

Senior Managing Director

BMSW Inc. | Valbridge Property Advisors (1977-Present)

Vice President

Barone & Sons, Inc. (1977-Present)

Since 1977, Mr. Barone has completed thousands of appraisals throughout the Tri-State Area. Appraisal/valuation and consulting assignments include: apartment buildings; retail buildings and shopping centers; office buildings; industrial buildings; religious and special purpose properties including schools, churches, hotel/motel, service stations; residential subdivisions; and vacant industrial, commercial and residential land. Assignments also include fair value estimates for financial reporting purposes.

12 0094206

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO Box 2649 Harrisburg PA 17105-2649

Certificate Type

Certified General Appraiser



Certificate Status

Active

Initial Certification Date

12/05/2007

BRYAN PAUL BARONE
722 GREENLEE ROAD
Pittsburgh PA 15227

Certificate
Number

GA003633

Expiration Date

06/30/2015

Katie True

Bryan P. Barone
Signature

Commissioner of Professional and Occupational Affairs

APPRAISER'S QUALIFICATIONS

Bryan P. Barone

POSITION:

- Commercial Real Estate Appraiser, Valbridge Property Advisors/Barone Murtha Shonberg and Associates, Inc.

EDUCATION:

- B.A./Business Administration, Washington & Jefferson College
- R.E.I., USPAP, 2001
- R.E.I., Valuation of Income Producing Properties, 2002
- A.I., Highest & Best Use and Market Analysis, 2002
- A.I., Advanced Sales Comparison and Cost Approaches, 2004
- A.I., Apartment Appraisal, 2006
- A.I., Sales Comparison Valuation of Small, Mixed-use Properties, 2007
- A.I., Report Writing and Valuation Analysis, 2010
- A.I., Business Practices and Ethics, 2009
- A.I., Advanced Income Capitalization, 2010
- Mineral Valuation and Perspectives, 2010
- A.I., USPAP Update, 2011

STATE CERTIFICATION

- Pennsylvania GA-003633

PROFESSIONAL AFFILIATIONS

- Certified General Appraiser - Commonwealth of Pennsylvania (2007)

EXPERIENCE

Since 2001, Mr. Barone has completed hundreds of appraisals and market studies on all types of property throughout the Tri-State Area. Currently, Mr. Barone specializes in commercial, industrial and multi-family appraisals, with emphasis on retail, commercial, multi-family and service station properties.

Partial Client List

Corporate

Allegheny Power
Andrews Properties
APICO Inns
ArcelorMittal, USA
Bayer Incorporated
Beynon & Company
Bombardier, Inc.
Butler Health Systems
CBRE
Chrysler Realty Corporation
Conifer, LLC
Corporate Air
Corporate Jets
Crossgates, Inc.
Crown Castle International
Deklewa Associates
Duquesne Light Company
Echo Development
Forest City
Glimcher Group
Hardy Enterprises
Hershey Trust Company
Highmark
Hoss's Steak & Sea House
Industrial Appraisal Company
Kennemetal, Inc.
Kinsley
Madison Realty
Massaro Corporation
Mullin Lonergan Associates
Orion Power Midwest
PAWC
Park Corporation
Pennrose Properties, Inc.
PIRHL, LLC
Ralph A. Falbo, Inc.
Regional Industrial Development Corporation of S.W. PA
Rhodes Development Group, Inc.
Rite Aid
Rodriguez Associates
S & A Homes
Soffer Organization
Sun Refining and Marketing Company
The Community Builders, Inc.
The Hearst Corporation
Thermo Fisher Scientific
Trek Development
UPMC
Verizon Communication

Banks

Allegheny Valley Bank
AmeriServ Financial
Bank of America, N.A.
Bank of Hanover
Bank of Pittsburgh
Bank of the West
BB & T
BNY Mellon
Brentwood Savings Bank
Centra Bank
Citizens Financial Group, Inc.
City National Bank
Citibank
Community Bank
Deutsche Bank
Dollar Bank
Enterprise Bank
ESB Bank
Farmers First Bank
Fifth Third Bank
First Commonwealth Bank
First National Bank of PA
First Niagara Bank
Graystone Bank
Holldaysburg Trust Company
Home Savings Bank
Huntington Bank
JP Morgan Chase Bank, NA
Key Bank National Association
Love Funding Corporation
M&T Bank
Marion Center Bank
Nextier Bank
Northwest Savings Bank
National Cooperative Bank
PNC Bank
Parkvale Bank
S & T Bank
Secore Financial
Sovereign Bank
Tristate Capital
United Bank
Washington Financial
Wells Fargo
WesBanco Bank
Wilmington Trust

Wal-Mart Capital Corporation
Weirton Steel Corporation
Winn Development
Woodmont Corporation

Authorities/Nonprofit

Action Housing
Allegheny County Housing Authority
Allegheny Land Trust
Altoona Blair County Development
Beaver County Housing Authority
Berks County Redevelopment Authority
Butler County Housing Authority
Catholic Diocese of Pittsburgh
Citizen Care, Inc.
East Liberty Development, Inc.
Goodwill Industries of Pittsburgh
Greene County IDA
Housing Development Corporation
Mercer County Housing Authority
Pennsylvania Housing Finance Agency
Foundation
Presbyterian Senior Care
Salvation Army
St. Clair Memorial Hospital
Weirton Medical Center

Financial Services Group

AMI Capital, Inc.
Bellwether Real Estate Capital, LLC
CB Richard Ellis/Capital Markets
Erie Insurance Company
GE Capital
Greater Beneficial Union
Greystone Servicing Corporation, Inc.
Holliday Fenoglio Fowler, LP
John Hancock Real Estate Finance, Inc.
Grandbridge Capital
Lend Lease Mortgage Capital, LP
Midland Loan Services, Inc.
Prudential Mortgage Capital Company, LLC
Sun Life of Canada
Toyota Financial
Ziegler Financing Corporation

Governmental

City of Clairton
Connellsville Area School District
County of Indiana
Duquesne School District
McKeesport School District
Municipality of Bethel Park
South Allegheny School District
Thornburg Borough
United States Postal Service
Upper St. Clair Township
Urban Redevelopment Authority of Pittsburgh

Law Firms

Beier, Beier & Beier
Bluming & Gusky, LLP
Buchanan Ingersoll & Rooney, P.C.
Cohen & Grigsby, P.C.
Eckert Seamans Cherin & Mellot, LLC
Frank, Gale, Bails, Murcko & Pocrass, P.C.
K&L Gates, LLP
Maiello Brungo & Maiello, LLP
Metz, Lewis, Brodman, Must, O'Keefe, LLC
Papernick & Gefsky
Peacock, Keller & Ecker
Pepper Hamilton, LLP
Reed Smith, LLP
Springer, Bush & Perry, P.C.
Tarasi & Tarasi, P.C.
Tucker Arensburg, P.C.
Weiss, Burkardt, Kramer, LLC