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**THE BOROUGH OF BRENTWOOD
MUNICIPAL BUILDING - 3624 BROWNSVILLE ROAD
PITTSBURGH, PA 15227-3199
Office 412-884-1500 - FAX 412-884-1911
www.brentwoodboro.com**

**BOROUGH OF BRENTWOOD
AGENDA
June 26, 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. Presentation**
 - a. Multi-Modal Grant Application
***Mr. Greg Jones, Executive Director
Economic Development South***

***RE: Borough's Application for a Multi-Modal Grant to redevelop Brownsville Road
Business District(s).***

- b. Shade Tree Commission

Ms. Ingrid Reiland - Shade Tree Commission

There are currently two (2) Seats Available for someone to serve on the Shade Tree Commission.

5. Comments on Agenda Action Items Only. Please limit remarks to three minutes.

6. Communications.

7. President's Report – Mr. John Frombach

- a. Consider adopting Resolution No. 2017-41, application for Multi-Modal Grant. [ACTION ITEM]

Mr. President, I move to adopt Resolution No. 2017-41, authorizing the Borough to make application for a Commonwealth Financing Agency Multi-Modal Transportation Fund grant in the amount of \$675,000 to fund the cost of Brownsville Road streetscape improvements.

8. Mayor's Report – Mr. Dennis Troy

9. Administrative and Finance Committee – Mr. Harold Smith

- a. Consider terminating agreement with PNC Bank for sewage billing services [ACTION ITEM].

Mr. President, I move to authorize the Borough Manager to send a letter of termination to PNC Bank associated with the sewage billing service agreement.

10. Public Works Committee – Mr. AJ Doyle

- a. Consider approving Change Order from Gateway Engineers Associated with Viking Drive and Brentwood Avenue Sanitary Sewer Repair Project in the Amount of \$22,900.00 to be paid from the Sanitary Sewer Fund Line Item 08-429-610 - Capital Construction.[ACTION ITEM]

Mr. President, I move to approve the Change Order from Gateway Engineers Associated with the Viking Drive and Brentwood Avenue Sanitary Sewer Repair Project in the Amount of \$22,900.00 to be paid from the Sanitary Sewer Fund Line Item 08-429-610: Capital Construction.

11. Zoning and Ordinance Committee – Ms. Stephanie Fox

- a. Consider Ordinance No. 2017-1252, which amends Chapter VI of the Zoning Code to create provisions for digital signs.

Mr. President, I move the Borough Adopt Ordinance No. 2017-1252, which amends Chapter VI of the Zoning Code to create provisions for digital signs.

- b. FYI - Special Committee Meeting to discuss Commercial vehicle parking regulations

FYI - Mr. President, a meeting of the Parking Committee has been scheduled for Tuesday, June 27th at 6:00 PM to discuss recommendations to improve the Borough's Commercial vehicle parking regulations.

12. Parks and Recreation Committee – Mr. Pat Carnevale

13. Public Safety Committee – Mr. Pat Carnevale

- a. Consider Resolution No. 2017-36: Amendments to Police Policy & Procedures Manual [ACTION ITEM]
Mr. President, I move the Borough [Adopt/Deny] Resolution No. 2017-36: Associated with Amendments to Police Policy & Procedures Manual to ensure compliance with the Borough Code with respect to authority over the police force.
- b. Consider Grievance No. 13271 associated with the removal of a letter from an Officer's Personnel File [ACTION ITEM]
Mr. President, I move the Borough [DENY/SUSTAIN] Grievance No. 13271 associated with the removal of a letter from an Officer's Personnel File.
- c. Consider Grievance No. 18345 associated with police scheduling. [ACTION ITEM]
Mr. President, I move the Borough [DENY/SUSTAIN] Grievance No. 18345 associated with police scheduling.
- d. Consider Grievance Nos. 18344 and 18346 associated with subpoenaed officers. [ACTION ITEM]
Mr. President, I move the Borough authorize the Borough Manager to send a letter to the Teamster's Local No. 205 indicating that the Borough will work with the Police Department on improving the notification process regarding subpoenaed officers.

14. Community Affairs Committee – Dr. Robert Pasquantonio

15. Special Committees

16. Old Business

- a. Consider adopting Resolution No. 2017-43; Amending the Agreement for the Sale of Real Estate [ACTION ITEM]
Mr. President, I move to adopt Resolution No. 2017-43, amending in limited part the agreement with Green Development Trust #7003735 for the purchase of real property at 3735 Brownsville Road.

17. New Business

18. Public Comment

19. 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 4.a.

SUBJECT: Multi-Modal Grant Application

DATE: June 26, 2017

SUMMARY:

Overview

The Multimodal Transportation Fund provides grants to encourage economic development and ensure that a safe and reliable system of transportation is available to the residents of the commonwealth.

Applications will be received between March 1st and July 31st of each year. All applications and all required supplemental information must be electronically submitted by close of business on July 31st for hopeful consideration at the November CFA board meeting. The required, complete two (2) hard copies of the application must be postmarked no later than July 31st.

Uses

Funds may be used for the development, rehabilitation and enhancement of transportation assets to existing communities, streetscape, lighting, sidewalk enhancement, pedestrian safety, connectivity of transportation assets and transit-oriented development.

Funding

Grants are available for projects with a total cost of \$100,000 or more. Grants shall not exceed \$3,000,000 for any project.



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 4.b.

SUBJECT: Shade Tree Commission

DATE: June 26, 2017



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 7.a.
ACTION ITEM

SUBJECT: Consider adopting Resolution No. 2017-41, application for Multi-Modal Grant.
[ACTION ITEM]

DATE: June 26, 2017

PRESENTED BY: MR. GEORGE ZBOYOVSKY, PE
BOROUGH MANAGER

SUMMARY:

This item is associated with the Brownsville Road improvement project. The Borough will submit an application through the Commonwealth Financing Authority's Multi-modal Transportation Fund program to conduct streetscape enhancements. After receiving input from Council, staff met with Greg Jones of EDS to develop a conceptual framework for the application, which is anticipated to include items such as crosswalk improvements, ADA ramp upgrades, additional sidewalk work, new street lighting, and traffic calming curb bump-outs.

As part of the application process, Council must adopt a resolution to formally authorize the submission.

BUDGET IMPACT:

If approved, the Borough would be required to contribute a project match in the amount of 30% of the of the non-federal share of the project costs, which would amount to \$202,500 if a full award is received.

RECOMMENDATION:

Adopt Resolution 2017-41 as presented.

PROS:

- Revitalization to Brownsville Road corridor.
- Complement to new municipal building project.
- Improves safety for pedestrians.

CONS:

- Due to scope of total project, significant dollar value of matching share.

ATTACHMENTS:

Description

Resolution No. 2017-41- CFA Multimodal Grant

Upload Date

6/26/2017

Type

Cover Memo



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RESOLUTION NO. 2017-41

“APPLICATION FOR MULTIMODAL TRANSPORTATION FUND GRANT”

A RESOLUTION OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING AND APPROVING AN APPLICATION FOR A GRANT UNDER THE COMMONWEALTH FINANCING AUTHORITY MULTIMODAL TRANSPORTATION FUND PROGRAM

Be it **RESOLVED** that the Borough of Brentwood, County of Allegheny, here by requests a Multimodal Transportation Fund grant of **\$675,000** to be used for the Brownsville Road Central Business District Streetscape Enhancement Project.

Be it **FURTHER RESOLVED** that the Applicant does hereby designated **George Zboyovsky**, Borough Manager, and **John Frombach**, President of Council, as the officials to execute all documents and agreements between the Borough of Brentwood and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

RESOLVED AND ADOPTED THIS 26th **DAY OF JUNE 2017 BY THE BOROUGH COUNCIL OF THE BOROUGH OF BRENTWOOD.**

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky, P.E.
Borough Manager

John Frombach
President of Council

I, Denise Assenti, duly qualified Secretary of the Borough of Brentwood, Allegheny County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by majority vote of the Council of the Borough of Brentwood at a regular meeting held June 26th, 2017, and said resolution has been recorded in the Minutes of the Borough of Brentwood and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of Brentwood this 26th day of June 2017.

Brentwood Borough
Name of Applicant

Allegheny County
County

Secretary





BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 9.a.
ACTION ITEM

SUBJECT: Consider terminating agreement with PNC Bank for sewage billing services [ACTION ITEM].

DATE: June 26, 2017

**PRESENTED BY: MR. ERIC PECCON
ASSISTANT MANAGER**

SUMMARY:

Since 2015, the Borough has utilized PNC Bank to provide several components associated with the processing of sewage bills, including the lockbox for the collection of checks, the online payment module, and the bill printing and mailing service. Due to a combination of a multitude of service complaints and a desire to reduce fees, the Borough has contracted peer banks to receive proposals for taking on these functions.

Although the existing contract with PNC Bank explicitly states that it will not renew without written approval from both parties, said contract still requests that the Borough indicate its intent to terminate the contract at least 180 days in advance. Because the contract will expire at the close of 2017, it is necessary to send this letter by the close of June.

BUDGET IMPACT:

No direct impact, but it is anticipated that a contract signed with a peer bank will result in significant savings.

RECOMMENDATION:

Approve the motion as presented.

ATTACHMENTS:

Description

Upload Date

Type

6-27-17 Notification of Contract Termination to PNC Bank

6/23/2017

Cover Memo



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June 27, 2017

Ms. Judy Gainer
PNC Bank
Two PNC Plaza
620 Liberty Ave.
Pittsburgh, PA 15222

RE: Official Notification of Contract Termination

Dear Ms. Gainer:

Brentwood Borough Council has authorized members of the municipal staff to attain quotes for services related to the processing and collection of utility charges. Subsequently, at its June 26, 2017 regular business meeting, Council approved the termination of the Articles of Agreement between the Borough of Brentwood and PNC Bank for third party billing services. Please consider this letter to serve as official notice that the Borough desires to cease the receipt of these services effective December 31, 2017. We look forward to working with you to make our transition to a new vendor as seamless as possible.

If you have any questions or require additional information, please contact me at 412-884-1500 or email gboyovsky@brentwoodboro.com.

Very truly yours,

BRENTWOOD BOROUGH


George Zboyovsky, PE
Borough Manager

Cc: Brentwood Council
Mayor
File



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 10.a.
ACTION ITEM

SUBJECT: Consider approving Change Order from Gateway Engineers Associated with Viking Drive and Brentwood Avenue Sanitary Sewer Repair Project in the Amount of \$22,900.00 to be paid from the Sanitary Sewer Fund Line Item 08-429-610 - Capital Construction.[ACTION ITEM]

DATE: June 26, 2017

**PRESENTED BY: MR. VITALI ALEXANDROV
PUBLIC WORKS DIRECTOR**

SUMMARY:

This change order is associated with the project located at the Viking Drive and Brentwood Avenue is to repair and improve the sanitary sewer line segments.

Due to unforeseen field condition (the water infiltrated from 2 residential laterals and prevented to install liner in the main sewer) The contractor had to perform an additional excavation to capture and bypass the infiltration, build the excess road in the creek bed to get to the laterals, reinstated the laterals after installation of the lining.

BUDGET IMPACT:

08 429-610 Capital Construction

2017 Budget = \$200,000.00

YTD = \$76,099.71

Remain Balance = \$123,900.29

2017 Change Order = 22,900.00

RECOMMENDATION:

Borough Staff Recommends approving this Work Authorization.

PROS:

- This project will improve the borough's infrastructure.
- Service area included in GROW grant application.

CONS:

Additional cost

STRATEGIC GOALS APPLIED:

Strategic Goal 5: Improve Borough Wide Property Maintenance

Strategic Goal 10: Improve Conditions of Infrastructure.

Strategic Goal 11: Establish More Benefits of Residency

ATTACHMENTS:

Description

Upload Date

Type

Change order

6/23/2017

Cover Memo

Change Order No. 1

Date of Issuance: 05/25/2017
 Owner: Borough of Brentwood
 Contractor: Jet Jack
 Engineer: Gateway Engineers
 Project: Brentwood 2016
 Sanitary Sewer Special Repair
 Contracts - Contract A

Effective Date: 05/25/2017
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: C-40163 Viking
 Contract Name: Brentwood 2016
 Sanitary Sewer Special Repair Contracts
 - Contract A

The Contract is modified as follows upon execution of this Change Order:

Description: Change in contract price for the following additional work

- \$10,500 for installation of drop connection, including labor and materials
- \$12,400 for the additional work to prevent excessive infiltration, including labor and materials and stream access

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>118,802.00</u>	Original Contract Times: Substantial Completion: <u>90 days</u> Ready for Final Payment: <u>90 days</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>118,802.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>90 days</u> Ready for Final Payment: <u>90 days</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>22,900.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>141,702.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>90 days</u> Ready for Final Payment: <u>90 days</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____



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

SUBJECT: Consider Ordinance No. 2017-1252, which amends Chapter VI of the Zoning Code to create provisions for digital signs.

DATE: June 26, 2017

**PRESENTED BY: MR. ERIC PECCON
ASSISTANT BOROUGH MANAGER**

SUMMARY:

The Brentwood Zoning Code currently bans digital signs in **ALL** districts. In 2016, Council indicated a desire to set standards for the installation of such signs in the commercial district. A draft ordinance, which allows these signs only as a conditional use, was reviewed by the Planning Commission at its August meeting.

This Planning Commission recommended additionally permitting such signs to be installed in the mixed use district (MUN), subject to several further restrictions. However, Council has indicated that it does not wish to adopt such version verbatim.

After deliberation, Council formally voted to retain the language from the original 2016 draft, whereby digital signs will continue to be **prohibited** on Brownsville Road; the proposed provisions for allowing such signs as a conditional use only on Route 51 remain intact. In accordance with the Municipalities Planning Code, because a substantiate change was made to the ordinance, a second public hearing was held. Additionally, the ordinance cannot be adopted until the Borough receives commentary from the Allegheny County Department of Economic Development.

BUDGET IMPACT:

Advertising fees.

ATTACHMENTS:

Description	Upload Date	Type
SHR Advertisement	5/11/2017	Cover Memo
Ordinance No. 2017-1252 REVISED VERSION A	5/22/2017	Cover Memo
ACED Review Letter	6/9/2017	Cover Memo
Public Hearing Minutes	6/9/2017	Cover Memo

Borough of Brentwood
Official Legal Notice

Notice is hereby given that Brentwood Borough Council will consider adoption of Ordinance No. 2017-1252 at its next regular meeting. Said meeting shall be held on Monday, June 26, 2017, at 7:30 PM at the Brentwood Municipal Building, which is located at 3624 Brownsville Road, Pittsburgh, PA 15227. This ordinance shall amend, in limited part, Chapter 210 of the Brentwood Borough Code, which pertains to zoning and land use, to include new provisions for the placement and operation of digital signs.

A full copy of this ordinance is available at the Brentwood Municipal Building during regular business hours or online at www.brentwoodboro.com.

George Zboyovsky, PE
Borough Manager



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ORDINANCE NO. 2017-1252

“DIGITAL SIGNS”

AN ORDINANCE OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING IN LIMITED PART CHAPTER 210 OF THE CODE OF THE BOROUGH OF BRENTWOOD, WHICH PERTAINS TO ZONING, TO INCLUDE REGULATIONS FOR THE PLACEMENT AND USE OF DIGITAL SIGNS.

WHEREAS, the Borough of Brentwood is a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, including, but not limited to, the Borough Code and the Water Services Act; and

WHEREAS, the Legislature of the Commonwealth of Pennsylvania vests the Borough of Brentwood with the power and authority to make and adopt all such ordinances, bylaws, rules and regulations not inconsistent with or restrained by the Constitution and laws of this Commonwealth, as is expedient or necessary for the proper management, care and control of, *inter alia*, the Borough’s finances, the maintenance of peace, good government, health, safety and welfare of the Borough, its trade, commerce and manufacturers; and

WHEREAS, Brentwood Borough Council has determined that it is necessary to amend its Zoning Ordinance to include regulations for the placement and use of digital signs:

NOW THEREFORE, on this ____ day of _____, 2017, it is hereby Enacted and Ordained by the Council for the Borough of Brentwood, that;

PART I: AMENDMENTS

Chapter 210, Section 55, of the Code of the Borough of Brentwood is hereby amended in limited as part as follows. Text marked in ***bold italics*** shall be added to said section and placed in alphabetical order. Text marked with a ~~strikethrough~~ shall be deleted from said section.

§210-57: TYPES OF SIGNS

Digital sign:

A computer programmable sign capable of displaying words, numbers, symbols, figures or picture images that can be altered or rearranged by remote or automatically without physically altering the face or surface of the sign. These signs typically utilize light-emitting diode, plasma, or liquid crystal display technology to produce the character and graphic of the display.

~~Electronic message board:~~

~~A sign which displays messages, such as time and temperature, in alternating light cycles.~~

NITS: The measure of the light emanating from an object that is used to quantify digital sign brightness, which is calculated by the total amount of light emitted from a sign divided by the surface area of the sign measured as candelas per square meter.

Static alphanumeric display:

A digital sign that is only capable of displaying numbers and letters and that is not designed or programmed to flash, blink, move, or display multiple messages over a preset time interval.

~~Time and temperature sign:~~

~~A sign which indicates changing time and/or temperature.~~

Chapter 210, Section 56, Subsection B, of the Code of the Borough of Brentwood is hereby amended to read as follows:

§210-58: PROHIBITED AND EXEMPT SIGNS

B. The following signs shall not be permitted in any zoning district:

- 1) Pennants, flags, or streamers.
- 2) Signs advertising a property for sale or rent that lists a use of the property that is in consistence with the Zoning Ordinance.
- 3) Signs that resemble any traffic control device.
- 4) Signs that contain obscene or pornographic material; this shall include the non-repair of illegal acts of vandalism.
- 5) Off-premises signs, other than outdoor advertising.
- 6) Roof signs.
- 7) Signs on trees, utility poles, and traffic devices.
- 8) Signs that are hazardous to public safety.

Chapter 210, Section 61, Subsection G of the Code of the Borough of Brentwood is hereby amended to read as follows

§167-4: PERMITTED SIGNS IN COMMERCIAL AND INDUSTRIAL DISTRICTS; CONDITIONS

G. Window signs.

- 1) A window sign is considered to be a secondary sign and shall not be permitted at any authorized principal use unless another authorized pole sign, wall sign, ground sign, or projecting sign has been installed or erected.
- 2) Window signs shall be permitted to be installed on the inside of the window of nonresidential uses only.

- 3) Window signs shall not cover more than 25% of the glazing of any window.
- 4) No more than one internally illuminated window sign shall be permitted at any authorized principal use. Such signs shall be limited to a size of two (2) square feet and shall not blink, flash, or move.
- 5) Window signs shall not be permanently affixed to a window or windowpane.

Chapter 210, Section 61 of the Code of the Borough of Brentwood is hereby amended to add Subsection K as follows:

**§167-4: PERMITTED SIGNS IN COMMERCIAL AND INDUSTRIAL DISTRICTS;
CONDITIONS**

K. Digital signs.

- 1) Digital signs shall be prohibited in the MUN District.
- 2) Conditional use approval shall be required for the installation of any digital sign other than a static alphanumeric display in the CRD or I Districts.
- 3) No digital sign face shall be installed except as part of a ground sign or pole sign, and the size and manner of installation of digital sign faces shall be subject to size and installation restrictions for the same.
- 4) No digital sign shall be brighter than is necessary for clear and adequate visibility.
 - a. All digital signs shall have installed ambient light monitors and shall at all times allow such monitor to automatically adjust the brightness level of the digital sign based on ambient light conditions so as to minimize and keep consistent sign brightness.
 - b. The maximum brightness level for such signs shall not exceed five thousand (5,000) NITS when measured from the sign's face at its maximum between dawn and dusk, as those times are determined by the National Weather Service.
 - c. The maximum brightness level for such signs shall not exceed three hundred (300) NITS when measured from the sign's face at its maximum between dusk and dawn, as those times are determined by the National Weather Service.
 - d. No permit shall be issued for the installation of a digital sign unless the applicant has submitted a written certification from the sign manufacturer certifying that the light intensity of the sign has not be preset to exceed the illumination levels established herein and that the intensity level is protected from end-user manipulation by password-protected software or similar security measures.
- 5) All digital signs shall contain a default mechanism that will cause the sign to revert immediately to a black screen in instances of malfunction.
- 6) Digital signs, exclusive of static alphanumeric displays, shall additionally be subject to the following operational limitations:
 - a. Each message or image shall remain static and unchanged for a period of no less than eight (8) seconds.
 - b. No message or image shall be permitted to blink, flash, or move.

- c. No message shall display any characters with a height of less than nine (9) inches.
 - d. No message shall display more than twelve (12) individual words.
 - e. Each message or image shall be complete without continuation of content to the next display or to another sign.
 - f. Each message or image shall be followed by a transition period in which the display reverts to a black screen for a minimum period of three (3) seconds.
 - g. No digital sign shall emit any sound or audio message.
- 7) The message contained on a static alphanumeric display shall not be change more frequently than two (2) times in any twenty-four (24) hour period.

PART II- The Borough Manager, Code Department, Police Department, Borough Solicitor, and all others employed or appointed by the Borough of Brentwood, are authorized to take any and all action necessary to ensure implementation of this Ordinance and to effectuate the purpose hereof.

PART III- Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters here in affected.

PART IV- The provisions of this Ordinance are servable, and if any clause, sentence, section or subsection hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair, or invalidate the remainder, but shall be confined in its operation and application to the clause, sentence, section or subsection rendered. It is hereby declared that the intent of the Borough of Brentwood Council that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, section, or subsection had not been included therein.

PART V- This Ordinance is effective immediately upon enactment according to law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Council of the Borough of Brentwood.

ORDAINED AND ENACTED THIS _____ **DAY OF** _____ **2017 BY**
THE BOROUGH COUNCIL OF THE BOROUGH OF BRENTWOOD.

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky, P.E.

Borough Manager

John Frombach

President of Council

EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____
2017.

Dennis Troy

Mayor

APPROVED AS TO FORM

Gavin Robb

Borough Solicitor

COUNTY OF



ALLEGHENY

RICH FITZGERALD
COUNTY EXECUTIVE

26 May 2017

Mr. Eric Peccon
Assistant Borough Manger
Brentwood Borough
3624 Brownsville Road
Pittsburgh, PA 15227-3199

RE: Borough of Brentwood: Digital Sign Ordinance
ACED File #: 16071-OR (2nd submission)
Mail Date: April 18, 2017
45 Days: June 2, 2017

Dear Mr. Peccon:

The Planning Division of Allegheny County Economic Development (ACED) has reviewed the above matter pursuant to the Pennsylvania Municipalities Planning Code (MPC). The proposed amendment is a revision of the draft we reviewed previously on 21 November 2016 (date of letter to the Borough). The proposed amendment would prohibit digital signs within the MUN Mixed-Use Neighborhood District, and permit them as a conditional use in the CRD Commercial Redevelopment and Industrial Districts. We have no comments at this time.

If the proposed amendment is adopted, please send a copy of the fully executed ordinance to the County, including the signed and dated signature pages, within 30 days of adoption as required by the MPC. If the proposed amendment is modified, please resubmit the ordinance for review and reference the ACED file number in the request.

Please direct any inquiries or comments to my attention.

Sincerely,

Kay K. Pierce

kjb/ds/KKP

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BRENTWOOD BOROUGH
PUBLIC HEARING

IN RE:)
ORDINANCE NO. 2017-1252)
"DIGITAL SIGNS")

Brentwood Municipal
Building
3624 Brownsville Road
Pittsburgh, PA 15227
Monday, May 15, 2017
7:04 p.m.

BEFORE: Rich Schubert, Council Vice-President
Pat Carnevale, Councilman
A.J. Doyle, Councilman
Stephanie Fox, Councilwoman
Dr. Robert Pasquantonio, Councilman

TRANSCRIPT OF PROCEEDINGS

Reported by:

Leah M. Attanucci
Professional Court
Reporter

ORIGINAL

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1 COUNSEL PRESENT:

2 For the Borough:

3 Gavin A. Robb, Esquire
4 Tucker Arensberg
5 1500 One PPG Place
6 Pittsburgh, PA 15222

7 ALSO PRESENT: George Zboyovsky, Borough Manager
8 Eric Peccon, Assistant Borough
9 Manager

10 - - - - -

P R O C E E D I N G S

- - - - -

MR. SCHUBERT: All right. So we are going to start the special hearing, the Public Hearing. So we're going to have a call to order. I would like to call to order this Monday, May 15, 2017, Public Hearing tonight where we will hear testimony to a proposed amendment in the Brentwood zoning code. We'll stand now for the Pledge of Allegiance. And, Pat, do you want to start us off with that.

(At this point, the Pledge of Allegiance was recited.)

MR. SCHUBERT: Thank you, Pat. Thank you, Council. Roll call, please.

MR. PECCON: Dr. Pasquantonio?

DR. PASQUANTONIO: Here.

MR. PECCON: Ms. Fox?

MS. FOX: Here.

MR. PECCON: Mr. Smith?

(No response.)

MR. PECCON: Mr. Carnevale?

MR. CARNEVALE: Here.

MR. PECCON: Mr. Doyle?

MR. DOYLE: Here.

1 MR. PECCON: Mr. Schubert?

2 MR. SCHUBERT: Here.

3 MR. PECCON: Mr. Frombach?

4 (No response.)

5 MR. PECCON: Mayor Troy?

6 (No response.)

7 MR. PECCON: Solicitor Robb?

8 MR. ROBB: Here.

9 MR. PECCON: Mr. Zboyovsky?

10 MR. ZBOYOVSKY: Here.

11 MR. SCHUBERT: Thank you, Eric.

12 Now, we'll do the swearing of witnesses. Would
13 all individuals wishing to give testimony please
14 rise and be sworn by the court reporter. And
15 you'll need what, your name and address.

16 THE COURT REPORTER: Just when
17 they speak.

18 MR. SCHUBERT: Oh, okay.

19 (At this point, all those who
20 wished to testify were collectively sworn.)

21 MR. SCHUBERT: Thank you very
22 much. Now, we'll do the presentation of agenda
23 items, okay, in regard to this meeting here
24 tonight.

25 Tonight's agenda item pertains to

1 Ordinance No. 1252. If adopted, this Ordinance
2 would revise, in limited part, Chapter 7 of the
3 Brentwood Zoning Code to create provisions for the
4 installation and the use of digital signs.

5 Following a brief staff report, I will
6 ask any individuals who wish to speak in favor of
7 the proposal to take the floor. Subsequently, I
8 will ask any individuals who wish to speak in
9 opposition to take the floor. Once an agenda item
10 is closed, we will not return to it.

11 And as a courtesy, please limit your
12 comments to three minutes. And we will have a
13 clock up here as well. If you're part of a group,
14 we ask that you assign one person to speak as part
15 of -- as a spokesman for the group. I also ask
16 the public to refrain from making comments while
17 another person is addressing Council. Thank you
18 in advance for your cooperation.

19 Now, we'll go into the staff report,
20 which, Eric, I believe --

21 MR. PECCON: Yes.

22 MR. SCHUBERT: -- is going to give
23 our presentation here.

24 MR. PECCON: Yes. Thank you,
25 Mr. President. The current Brentwood Zoning Code

1 explicitly prohibits digital signs of any kind.
2 Existing digital signs on the Route 51 corridor
3 were permitted due to the granting of variances by
4 the Zoning Hearing Board. This amendment would
5 authorize the installation of such signs as a
6 conditional use in the commercial district.

7 This Ordinance will set standards to
8 regulate the size of the sign face, the brightness
9 of the display, and the size and duration of the
10 character output.

11 Additionally, the Ordinance would alter
12 language pertaining to the use of window signs so
13 as to allow these signs to feature backlighting.

14 Based upon instruction from Council,
15 language pertaining to the installation of digital
16 signs in a mixed-use district has been removed
17 from this graph. Such signs would continue to be
18 prohibited in a mixed-use zoning district.

19 MR. SCHUBERT: And for those who
20 may not know, the mixed-use zoning district was
21 created a couple of years ago and pertains to a
22 few areas on Brownsville Road.

23 Now, we'll ask for public comment. At
24 this time, I would like to invite any members of
25 the audience who wish to speak in favor of

1 adopting this Ordinance to take the floor. Please
2 limit your comments to three minutes. And if
3 you're part of a group, we ask that one person be
4 the spokesperson and speak for the entire group.

5 Now, Gene, if you're in favor of this,
6 that means you're in favor of it not being on
7 Brownsville Road, just to clarify, because it's
8 gone back and forth.

9 MR. WERNER: I'm getting confused
10 here.

11 MR. SCHUBERT: Well, that's right.
12 That's why I wanted to clarify, just because this
13 has been talked about and re-written a couple of
14 times.

15 (No response.)

16 MR. SCHUBERT: Seeing no one, I
17 would like now to invite members of the audience
18 who wish to speak against adopting this Ordinance
19 to take the floor. Name and address, please.

20 MR. WERNER: Eugene Werner from
21 4328 Brownsville Road representing St. Sylvester
22 parish.

23 MR. SCHUBERT: Thank you.

24 MR. WERNER: I did read somewhere
25 that there was a sign size as well on the

1 ordinance that they were supposedly going to adopt
2 if they adopted it. But this is -- you know, this
3 is for no adoption. I'm still confused. This is --

4 MR. SCHUBERT: This is for --
5 you're speaking against adopting this ordinance
6 which does not allow --

7 MR. WERNER: Which prohibits --

8 MR. SCHUBERT: -- it on
9 Brownsville Road.

10 MR. WERNER: Okay.

11 MR. SCHUBERT: Yes.

12 MR. WERNER: Yes. I see no reason
13 why we can't have LED signs out there. We did do
14 a petition at church to sign to allow that
15 Ordinance -- or to disallow the Ordinance, to go
16 ahead with LED lighting. And we have obtained 351
17 signatures. Okay?

18 And, again, this (indicating) is a
19 picture of the sign that we would like to adopt,
20 not the one that --

21 MR. SCHUBERT: Not the one that
22 the church submitted here?

23 MR. WERNER: No, not that one.
24 This is actually the one -- that was just an
25 example.

1 MR. SCHUBERT: That was the one
2 that was in your --

3 MR. WERNER: Yeah.

4 MR. SCHUBERT: Okay.

5 MR. WERNER: That was not correct.
6 That's the only one we had at the time. Okay?
7 And I think it's unintrusive. I think we as a
8 community have to go forward. The Borough goes
9 for technology, upgrading technology and always
10 votes for it. That's what we're trying to do.
11 There's going to come a time where you're not
12 going to be able to buy things for these signs
13 that are currently up there. You're going to have
14 to pass the Ordinance to get LED lighting. It's
15 just a matter of time. And I'm for an LED-lighted
16 sign in Brentwood.

17 And I did read somewhere that there
18 wasn't -- in the Ordinance which was going to be
19 passed, the Ordinance was for two square foot,
20 which is this (indicating), which is not very big.

21 MR. SCHUBERT: Well, it was
22 supposed to be an open-and-close sign.

23 MR. WERNER: Okay. And, also, for
24 the sign, it was limited to eight seconds. That's
25 the minimum. There would be no problem making the

1 sign lit for a longer period of time with
2 scrolling. And it would just come up, the message
3 would be sent, and that's about it. But the
4 Borough -- or the church also wanted to use it as
5 a community sign where they could also put other
6 community activities. And I think it is a really
7 good idea to have this sign.

8 MR. SCHUBERT: Thank you,
9 Mr. Werner.

10 MR. WERNER: Okay. Thank you.

11 MR. SCHUBERT: Since Mr. Werner
12 has spoken for the St. Sylvester's parish, is
13 there anyone else outside of St. Sylvester's
14 parish that would like to come up and speak for
15 three minutes? I think he's done an eloquent job.
16 He's spoken on behalf of the church many times.
17 Every time he's come up. So I will hand it to
18 Gene for doing that for sure.

19 (No response.)

20 MR. SCHUBERT: All right. Well, I
21 thank you very much. Now, we're going to have the
22 closure of agenda items. If there are no further
23 comments, we will close this agenda item to
24 discussion.

25 Will a member of Council please make a

1 motion formally to close the record.

2 MR. DOYLE: Mr. President, I move
3 we close the record on this item.

4 MR. SCHUBERT: Second? Do we have
5 a second?

6 MR. CARNEVALE: No, I'm not
7 seconding.

8 DR. PASQUANTONIO: Pat, do you
9 have something to say?

10 MR. SCHUBERT: Well, we need a
11 second before he can do that.

12 MS. FOX: I second.

13 DR. PASQUANTONIO: We need a
14 second first.

15 MR. CARNEVALE: I second.

16 MR. SCHUBERT: Okay. There's been
17 a motion and a second. Any questions from
18 Council?

19 MR. CARNEVALE: Yes. I'd like to
20 ask a few questions for Council. You know --

21 MR. SCHUBERT: If it's about
22 debating the sign, it's not for now.

23 MR. CARNEVALE: Well --

24 MR. SCHUBERT: That's going to be
25 during our Council meeting. We're not here to

1 argue for or against it right now. This is just
2 for -- to have a meeting minute. And now we've
3 made a motion to close or not close.

4 MR. CARNEVALE: Okay.

5 MS. CHODOR: Well, I think we're
6 against --

7 MR. SCHUBERT: We will during our
8 regular Council meeting.

9 MS. WHITE: Today?

10 MR. SCHUBERT: Yes.

11 MS. WHITE: We're done.

12 MR. CARNEVALE: No, the regular
13 Council meeting.

14 MR. SCHUBERT: I'm sorry. No, no,
15 no. I meant during our -- it is today.

16 MS. WHITE: Oh. It is today then?

17 MR. SCHUBERT: It's our regular
18 agenda.

19 DR. PASQUANTONIO: It's part of
20 our regular session. Right.

21 MR. SCHUBERT: Right.

22 MS. WHITE: Okay.

23 MS. CHODOR: Do you -- you can't
24 tell us why you're opposed to this? I mean --

25 MR. SCHUBERT: At this meeting,

1 no. This is just a -- at the regular Council
2 meeting we can, you know, and I'll gladly tell
3 anyone what I think about it. That isn't our --
4 this isn't what this meeting's about right now.
5 This was just for you to give testimony for or
6 against. Okay?

7 There's been a motion and a second.
8 All those in favor, say aye.

9 ALL: Aye.

10 MR. SCHUBERT: All opposed?

11 (No response.)

12 MR. SCHUBERT: Motion passes. I
13 would like to thank the public and especially Gene
14 for coming up as a -- you know, a true fighter for
15 this for, you know, quite some time. And I thank
16 you very much. We will reconvene our agenda
17 meeting at 7:30 regularly scheduled.

18 MS. WHITE: Can we stay for that?

19 DR. PASQUANTONIO: Oh, absolutely.

20 MR. SCHUBERT: Absolutely.

21 (Whereupon, the above-entitled
22 matter was concluded at 7:13 p.m., this date.)

23 - - - - -

24

25

C E R T I F I C A T E

I hereby certify that the
proceedings and evidence are contained
fully and accurately in the
stenographic notes taken by me on the
hearing of the within cause and that
this is a correct transcript of the
same.

S/Leah M. Attanucci

Leah M. Attanucci

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BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 11.b.

SUBJECT: FYI - Special Committee Meeting to discuss Commercial vehicle parking regulations

DATE: June 26, 2017

PRESENTED *MR. ERIC PECCON*
BY: *ASSISTANT BOROUGH MANAGER*

SUMMARY:

This item is associated with parking on Borough streets. Council recently voted to table a proposed Ordinance No. 2017-1252, which would have mandated the use of available off-street parking stalls. Although additional research will be completed regarding solutions for abating parking concerns, there appears to be a consensus of Council that, due to a scarcity of on-street stalls, it should be mandatory for residents to park commercial vehicles in their driveways.

This revised ordinance amends three sections of Article I of the incumbent parking ordinance. Section 1 has been altered to expand these parking provisions to all zoning districts. The current ordinance does not apply to the Brownsville Road or Route 51 corridors.

Section 3 has been changed to include new definitions for construction vehicles and oversized vehicles. Additionally, the definition for commercial vehicles has been expanded to encompass any auto that is utilized primarily for work and that is not registered to the resident, regardless of whether or not it displays commercial signage.

Section 6 has been changed to further clarify that commercial vehicles must be stored on private property. Additionally, oversized vehicles would be prohibited from the front driveway. Tow trucks, dump trucks, and construction vehicles would be banned unless stored in a garage.

The Parking Committee consists of the following:

Stephanie Fox, Chair

Rich Schubert

Pat Carnevale

Chief Zeppuhar

Eric Pecon, Assistant Manager

George Zboyovsky, Borough Manager

Officer Milt Mulholland indicated he would like to volunteer on the committee as he has done work and completed studies on the Borough Parking issues over the years.

BUDGET IMPACT:

Advertising fees.

ATTACHMENTS:

Description

DRAFT Ordinance No. 2017-1257 ANNOTATED

DRAFT Ordinance No. 2017-1257 CLEAN

Upload Date

6/9/2017

6/9/2017

Type

Cover Memo

Cover Memo



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ORDINANCE NO. 2017-1257

“PARKING ON STREETS AND PRIVATE PROPERTY”

AN ORDINANCE OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING, IN LIMITED PART, CHAPTER 154 OF THE CODE OF THE BOROUGH OF BRENTWOOD, WHICH PERTAINS TO PARKING.

WHEREAS, the Borough of Brentwood is a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, Borough of has the power to regulate parking of motor vehicles within the Borough; and

WHEREAS, Brentwood Borough Council has determined that it would further the health, safety and welfare of the residents of the Borough to amend Chapter 154 of the Code of the Borough of Brentwood to reflect a change in the way that motor vehicles may be parked on streets and private property.

NOW THEREFORE, it is hereby Enacted and Ordained by the Council for the Borough of Brentwood, that:

PART I: AMENDMENTS

The short title of Chapter 154, hereto known as “Parking in Residential Districts,” is hereby restated as “Parking on Streets and Private Property.”

Chapter 154, Article I, Section 1 of the Code of the Borough of Brentwood is hereby amended and restated in as follows:

Section 154-1: Applicability

- A. Unless otherwise explicitly stated, the provisions of this Article shall apply to all zoning districts of the Borough of Brentwood.
- B. This Article shall not be construed so as to prohibit activities pertaining to the loading or unloading of goods from or onto any vehicle, provided that such activities are conducted between the hours of 7:00 AM and 10:00 PM, nor shall this Article prohibit the collection

Comment [A1]: Under the current ordinance, there are no specific commercial vehicle prohibitions for the MUN and CRD districts.

and transportation of solid waste between the hours of 6:00 AM and 8:00 PM, Monday through Saturday.

Comment [A2]: Collection times altered to reflect language in solid waste ordinance.

Chapter 154, Article I, Section 3 of the Code of the Borough of Brentwood is hereby amended and restated in as follows:

Section 154-3: Definitions

- A. All of the terms used herein shall have the definitions and connotations ascribed to them in the Pennsylvania Motor Vehicle Code, Title 75 of the Pennsylvania Code, unless otherwise specifically and expressly set forth herein.
- B. As used in this Article, the following terms shall have the meanings indicated:

Commercial vehicle:

1. Any vehicle which displays on its outer surfaces or windows, or by any other means carried on the vehicle, any information advertising a business, service, or product, excluding police, fire, and other emergency vehicles.
2. Any vehicle containing boxes or chests designed for carrying tools or equipment, and any vehicle containing racks or other means for carrying ladders, tools, and equipment.
3. Any vehicle designed for the transportation of more than nine passengers, inclusive of a driver.
4. Any vehicle utilized primarily for a commercial, industrial, or institutional purpose that is registered to an address other than that of the primary residence of the operator of said vehicle.

Comment [A3]: Council has expressed interest in further tightening this stipulation due to the expanding number of service industry workers who now have take-home vehicles. Any vehicle that is used for employment purposes that is not registered to the homeowner would be prohibited from parking on the street.

Construction vehicle

Any vehicle designed for specialized construction and maintenance duties, including, but not limited to, backhoes, bulldozers, excavators, forklifts, and tractors.

Comment [A4]: This term is used, but is not defined, in the present ordinance.

Enclosed

A structure containing a permanently affixed, opaque roof and sides that are designed to surround the interior of said structure in its entirety. Said structure must be accessed through permanently affixed doors. A structure shall not be considered as “enclosed” if the roof or any side is covered with a tarpaulin, canvas or cloth cover, plastic sheeting, or any similar temporary material.

Lift kit

Any apparatus or device installed or mounted on a vehicle and adapted to raise permanently or periodically the height of the vehicle bumper above the road surface or the vehicle axle.

Oversized vehicle:

Any vehicle that, inclusive of fixtures and accessories, has a length of greater than twenty-two (22) feet, a width of greater than ninety (90) inches, or a height of greater than eight (8) feet, or any vehicle that contains more than two (2) axles.

Comment [A5]: The Z&O Committee recommended this alteration to prevent excessively sized personal vehicles from parking on the street.

Park or Parking:

The temporary storing of a vehicle, whether occupied or not, excluding momentary stopping for the purpose of loading or unloading property or passengers for a period of time not to exceed two (2) minutes.

Person:

A natural person, partnership, corporation, association, institution, cooperative enterprise, trust, or other entity classified as a person under Pennsylvania law.

Private parking stall:

Any privately owned driveway, parking pad, or garage constructed for the storage of motor vehicles, excluding those access aisles designed for the circulation of motor vehicles.

Comment [A6]: This new definition is designed to aid with enforcing the requirement that commercial vehicles be stored , where possible, on private property.

Recreational vehicle

Any self-propelled or towed vehicle that provides living and/or sleeping accommodations.

Comment [A7]: This term is used, but is not defined, in the present ordinance.

Street:

A section of a recorded public right-of-way designed for vehicular access.

Chapter 154, Article I, Section 5 of the Code of the Borough of Brentwood is hereby amended and restated in as follows:

Section 154-5: Parking of commercial and oversized vehicles

- A. Unless actively engaged in a commercial activity, tow trucks, dump trucks, and construction vehicles, shall be prohibited from parking in the R-1, R-2, R-3, or MUN District or at any residential unit, unless parked in an enclosed private garage.
- B. Unless actively engaged in a commercial activity, oversized vehicles, except as further regulated in Subsection A, shall be prohibited from parking in the R-1, R-2, R-3, or MUN District or at any residential unit, unless parked behind all front building setback lines of the property on which said commercial vehicle is parked.
- C. Unless actively engaged in a commercial activity, tow trucks, dump trucks, construction vehicles, and oversized vehicle shall be prohibited from parking in the CRD district, unless parked behind all front building setback lines of the property on which said commercial vehicle is parked.

- D. Unless actively engaged in a commercial activity, all commercial vehicles, except as further regulated in Subsection A and Subsection B, shall be parked in a private parking stall.

Comment [A8]: These alterations clarify and expand the prohibitions against storing commercial vehicles on street.

PART II- The Borough Manager, Police Department, Borough Solicitor, and all others employed or appointed by the Borough of Brentwood, are authorized to take any and all action necessary to ensure implementation of this Ordinance and to effectuate the purpose hereof.

PART III- Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed to the extent of such conflict.

PART IV- The provisions of this Ordinance are servable, and if any cause, sentence, section or subsection hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair, or invalidate the remainder of the Ordinance, but shall be confined in its operation and application to the clause, sentence, or subsection rendered. It is hereby declared that it is the intent of the Borough of Brentwood Council that this Ordinance would have been adopted as if such illegal, invalid, or unconstitutional clause, sentence, section, or subsection had not been included therein.

PART V- This Ordinance is effective immediately upon enactment according to law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Council of the Borough of Brentwood.

ORDAINED AND ENACTED THIS _____ **DAY OF** _____ **2017 BY**
THE BOROUGH COUNCIL OF THE BOROUGH OF BRENTWOOD.

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky, P.E.

Borough Manager

John Frombach

President of Council

EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____
2017

Dennis Troy

Mayor

APPROVED AS TO FORM

Gavin Robb

Borough Solicitor



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ORDINANCE NO. 2017-1257

“PARKING ON STREETS AND PRIVATE PROPERTY”

AN ORDINANCE OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING, IN LIMITED PART, CHAPTER 154 OF THE CODE OF THE BOROUGH OF BRENTWOOD, WHICH PERTAINS TO PARKING.

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WHEREAS, Borough of has the power to regulate parking of motor vehicles within the Borough; and

WHEREAS, Brentwood Borough Council has determined that it would further the health, safety and welfare of the residents of the Borough to amend Chapter 154 of the Code of the Borough of Brentwood to reflect a change in the way that motor vehicles may be parked on streets and private property.

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The short title of Chapter 154, hereto known as “Parking in Residential Districts,” is hereby restated as “Parking on Streets and Private Property.”

Chapter 154, Article I, Section 1 of the Code of the Borough of Brentwood is hereby amended and restated in as follows:

Section 154-1: Applicability

- A. Unless otherwise explicitly stated, the provisions of this Article shall apply to all zoning districts of the Borough of Brentwood.
- B. This Article shall not be construed so as to prohibit activities pertaining to the loading or unloading of goods from or onto any vehicle, provided that such activities are conducted between the hours of 7:00 AM and 10:00 PM, nor shall this Article prohibit the collection

and transportation of solid waste between the hours of 6:00 AM and 8:00 PM, Monday through Saturday.

Chapter 154, Article I, Section 3 of the Code of the Borough of Brentwood is hereby amended and restated in as follows:

Section 154-3: Definitions

- A. All of the terms used herein shall have the definitions and connotations ascribed to them in the Pennsylvania Motor Vehicle Code, Title 75 of the Pennsylvania Code, unless otherwise specifically and expressly set forth herein.
- B. As used in this Article, the following terms shall have the meanings indicated:

Commercial vehicle:

Any vehicle used primarily for a commercial, industrial, or institutional purpose, including, but not limited to, the following:

1. Any vehicle which displays on its outer surfaces or windows, or by any other means carried on the vehicle, any information advertising a business, service, or product, excluding police, fire, and other emergency vehicles.
2. Any vehicle containing boxes or chests designed for carrying tools or equipment, and any vehicle containing racks or other means for carrying ladders, tools, and equipment.
3. Any vehicle designed for the transportation of more than nine passengers, inclusive of a driver.

Construction vehicle

Any vehicle designed for specialized construction and maintenance duties, including, but not limited to, backhoes, bulldozers, excavators, forklifts, and tractors.

Enclosed

A structure containing a permanently affixed, opaque roof and sides that are designed to surround the interior of said structure in its entirety. Said structure must be accessed through permanently affixed doors. A structure shall not be considered as “enclosed” if the roof or any side is covered with a tarpaulin, canvas or cloth cover, plastic sheeting, or any similar temporary material.

Lift kit

Any apparatus or device installed or mounted on a vehicle and adapted to raise permanently or periodically the height of the vehicle bumper above the road surface or the vehicle axle.

Oversized vehicle:

Any vehicle that, inclusive of fixtures and accessories, has a length of greater than twenty-two (22) feet, a width of greater than ninety (90) inches, or a height of greater than eight (8) feet, or any vehicle that contains more than two (2) axles.

Park or Parking:

The temporary storing of a vehicle, whether occupied or not, excluding momentary stopping for the purpose of loading or unloading property or passengers for a period of time not to exceed two (2) minutes.

Person:

A natural person, partnership, corporation, association, institution, cooperative enterprise, trust, or other entity classified as a person under Pennsylvania law.

Private parking stall:

Any privately owned driveway, parking pad, or garage constructed for the storage of motor vehicles, excluding those access aisles designed for the circulation of motor vehicles.

Recreational vehicle

Any self-propelled or towed vehicle that provides living and/or sleeping accommodations.

Street:

A section of a recorded public right-of-way designed for vehicular access.

Chapter 154, Article I, Section 5 of the Code of the Borough of Brentwood is hereby amended and restated in as follows:

Section 154-5: Parking of commercial and oversized vehicles

- A. Unless actively engaged in a commercial activity, tow trucks, dump trucks, and construction vehicles, shall be prohibited from parking in the R-1, R-2, R-3, or MUN District or at any residential unit, unless parked in an enclosed private garage.
- B. Unless actively engaged in a commercial activity, oversized vehicles, except as further regulated in Subsection A, shall be prohibited from parking in the R-1, R-2, R-3, or MUN District or at any residential unit, unless parked behind all front building setback lines of the property on which said commercial vehicle is parked.
- C. Unless actively engaged in a commercial activity, tow trucks, dump trucks, construction vehicles, and oversized vehicle shall be prohibited from parking in the CRD district, unless parked behind all front building setback lines of the property on which said commercial vehicle is parked.

- D. Unless actively engaged in a commercial activity, all commercial vehicles, except as further regulated in Subsection A and Subsection B, shall be parked in a private parking stall.

PART II- The Borough Manager, Police Department, Borough Solicitor, and all others employed or appointed by the Borough of Brentwood, are authorized to take any and all action necessary to ensure implementation of this Ordinance and to effectuate the purpose hereof.

PART III- Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed to the extent of such conflict.

PART IV- The provisions of this Ordinance are servable, and if any cause, sentence, section or subsection hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair, or invalidate the remainder of the Ordinance, but shall be confined in its operation and application to the clause, sentence, or subsection rendered. It is hereby declared that it is the intent of the Borough of Brentwood Council that this Ordinance would have been adopted as if such illegal, invalid, or unconstitutional clause, sentence, section, or subsection had not been included therein.

PART V- This Ordinance is effective immediately upon enactment according to law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Council of the Borough of Brentwood.

ORDAINED AND ENACTED THIS _____ **DAY OF** _____ **2017 BY**
THE BOROUGH COUNCIL OF THE BOROUGH OF BRENTWOOD.

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky, P.E.

Borough Manager

John Frombach

President of Council

EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____
2017

Dennis Troy

Mayor

APPROVED AS TO FORM

Gavin Robb

Borough Solicitor



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 13.a.
ACTION ITEM

SUBJECT: Consider Resolution No. 2017-36: Amendments to Police Policy & Procedures Manual [ACTION ITEM]

DATE: June 26, 2017

**PRESENTED BY: MR. ADAM ZEPPUHAR
POLICE CHIEF**

SUMMARY:

This item is associated with removing the requirement that Borough Council approve any Police Policies.

The Police Policy & Procedures Manual, which was adopted in its original form in 2000, includes a clause requiring any alterations to be subject to Council approval. The PA Borough Code formally designates such responsibility to the Mayor, and peer municipalities almost uniformly do not include any language within their policies that reference the role of Council. The Solicitor has expressed concern that including this extra step in the ratification process could expose Council to liability if the Borough were subject to a lawsuit for officer action that was contrary to a policy and/or was based upon a deficient policy.

BUDGET IMPACT:

Solicitor fees for the drafting of the proposed text alteration.

ATTACHMENTS:

Description

Resolution No. 2017-36- Amending Police SOP

Upload Date

6/23/2017

Type

Cover Memo



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RESOLUTION NO. 2017- 36

A RESOLUTION OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE BOROUGH OF BRENTWOOD POLICE DEPARTMENT POLICY AND PROCEDURE MANUAL

WHEREAS, the Borough of Brentwood Police Department Policy and Procedure Manual (“the Manual”) was originally approved by Borough Council in April 2000, and was subsequently revised in March 2004, July 2005, March 2008 and August 2014; and

WHEREAS, the Manual contains policies and procedures governing the operations of the Police Department and the conduct of the police force; and

WHEREAS, the Manual currently provides that certain rules and orders governing the manner in which the police officers perform their duties are subject to the review and approval of Borough Council; and

WHEREAS, in order to ensure compliance with the Borough Code with respect to authority over the police force, Borough Council has determined that the Manual should be revised to clarify that the Mayor and the Chief of Police shall have the authority to determine the time, place and manner in which the Police Department operates and to establish rules directing the conduct of the Borough’s police officers.

NOW THEREFORE, on this ____ day of _____ 2017, it is hereby Resolved by the Borough Council of the Borough of Brentwood, as follows:

Section 1.

Page 3 of the Borough of Brentwood Police Department Policy and Procedure Manual, Performance of Duties, third paragraph, shall be revised to state as follows:

The Mayor and Chief of Police may, for the good of the Police Department, amend rules by General Order or Special Order and/or by revising this Manual when circumstances necessitate the change. Such amendments shall be effective when approved by the Mayor.

Section 2.

Chapter 2, Paragraph 3 of the Borough of Brentwood Police Department Policy and Procedure Manual, Duties and Responsibilities of the Mayor, shall be revised to state as follows:

The Mayor shall have the power to prescribe and promulgate rules, regulations and orders for the administration of the Department of Police, which shall, however, not be inconsistent with Federal or State laws and regulations.

Section 3.

This Resolution shall be effective immediately upon approval by Council.

RESOLVED, THIS ____ DAY OF _____ 2017, BY THE BOROUGH COUNCIL OF THE BOROUGH OF BRENTWOOD.

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky, P.E.
Borough Manager

John Frombach
President of Council



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 13.b.
ACTION ITEM

SUBJECT: Consider Grievance No. 13271 associated with the removal of a letter from an Officer's Personnel File [ACTION ITEM]

DATE: June 26, 2017

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

SUMMARY:

This item pertains to a personnel matter and was thus discussed during the Council's Executive Session.



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 13.c.
ACTION ITEM

SUBJECT: Consider Grievance No. 18345 associated with police scheduling. [ACTION ITEM]

DATE: June 26, 2017

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

SUMMARY:

This pertains to personnel related items and was discussed by the Borough Council during their Executive Session.



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 13.d.
ACTION ITEM

SUBJECT: Consider Grievance Nos. 18344 and 18346 associated with subpoenaed officers.
[ACTION ITEM]

DATE: June 26, 2017



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 16.a.
ACTION ITEM

SUBJECT: Consider adopting Resolution No. 2017-43; Amending the Agreement for the Sale of Real Estate [ACTION ITEM]

DATE: June 26, 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.

Some facts associated with the Property include the following:

1. Property was appraised in 2014 and then again in 2017 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.

This Second Addendum modifies the Agreement of Sale of Real Estate between the Borough of Brentwood and the Green Development Trust, dated February 27, 2017 and then amended via the First Addendum.

This Second Addendum to, among other things, reduce the purchase price of the Property by an amount not to exceed Sixty Thousand Dollars (\$60,000.00) to reflect the Abatement Costs and to extend the Due Diligence Period by sixty (60) additional days.

The minimum Purchase Price will therefore be Seventy-One Thousand Two Hundred Dollars (\$71,200.00) which depends on the actual Abatement costs which were estimated to be \$60,000.00.

BUDGET IMPACT:

This would reduce the sale price associated with the Borough's purchasing of the Snee Dairy Property.

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

ATTACHMENTS:

Description	Upload Date	Type
06-23-17 Resolution No 2017-43- Addendum No. 2 to Purchase of Real Property_CLEAN	6/23/2017	Resolution Letter

06-26-17 Second Addendum to Snee Dairy Agreement of Sale_FINAL
Resolution No 2017-21- Purchase of Real Property with Agreement
Resolution No 2017-33- Addendum to Purchase of Real Property

6/26/2017

2/27/2017

4/17/2017

Cover Memo

Cover Memo

Cover Memo



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RESOLUTION NO. 2017- 43

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING IN LIMITED PART THE AGREEMENT WITH GREEN DEVELOPMENT TRUST #7003735 ASSOCIATED WITH THE BOROUGH'S PURCHASING OF 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 TO REDUCE THE AMENDED PURCHASE PRICE OF ONE-HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED DOLLARS (\$131,200) BY AN ADDITIONAL AMOUNT EQUAL TO THE ABATEMENT COSTS OR SIXTY THOUSAND DOLLARS (\$60,000), WHICHEVER IS LESS, AND TO EXTEND THE DUE DILIGENCE PERIOD

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 ("Green Development Trust") 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 an initial purchase price not to exceed \$141,000; and

WHEREAS, the Borough and Green Development Trust entered into an Agreement for the Sale of Real Estate ("Agreement") on or about February 27, 2017, setting forth the terms and conditions of the purchase of the Property; and



WHEREAS, on or about April 17, 2017, the parties executed an Addendum which modified the Agreement by reducing the purchase price by Nine Thousand Eight Hundred Dollars (\$9,800.00) to reflect the cost of the Environmental Site Assessment (“ESA”) and extended the Due Diligence Period by sixty (60) additional days to allow the Borough time to complete the ESA and conduct related testing and to address other due diligence issues; and

WHEREAS, the parties have agreed to enter into a Second Addendum to the Agreement which further reduces the purchase price based on the cost to abatement certain environmental hazards at the Property and to provide for additional time for the Borough to complete its due diligence; and

WHEREAS, it is necessary to confirm authorization by the Council of Borough of Brentwood for Borough officials to execute the Second Addendum to 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 President or Vice President of Borough Council and the Borough Manager, or their designees, are authorized to execute the Second Addendum to 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

3. 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 26th day of June, 2017.

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky,
Borough Manager

John W. Frombach
Borough Council President



SECOND ADDENDUM

THIS Second Addendum ("Second Addendum"), dated the ____ day of _____, 2017, modifies the Agreement for the Sale of Real Estate ("Agreement") between the Borough of Brentwood (the "Buyer") and the Green Development Trust #7003735 (the "Seller"), dated February 27, 2017, and the Addendum ("First Addendum") to the Agreement dated April 17, 2017:

WHEREAS, the Buyer and Seller entered into the Agreement, subsequently amended by the First Addendum, to establish the terms and conditions by which the Buyer would purchase property located at 3735 Brownsville Road, Pittsburgh, PA 15227 (the "Property") from the Seller; and

WHEREAS, as part of the Buyer's due diligence, it was determined that a Phase II/III Environmental Site Assessment ("ESA") was required to determine the nature and extent of potentially hazardous environmental issues which may be present at the Property; and

WHEREAS, the ESA has been completed and cost estimates have been obtained by the Buyer to remove and dispose of certain hazardous and non-hazardous materials at the Property in order to remedy environmental conditions at the Property (hereafter, the "Abatement Costs"); and

WHEREAS, the parties seek to enter into this Second Addendum to, among other things, reduce the purchase price of the Property by an amount not to exceed Sixty Thousand Dollars (\$60,000.00) to reflect the Abatement Costs and to extend the Due Diligence Period by sixty (60) additional days.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The provisions of the Agreement and the First Addendum are hereby reaffirmed except as modified herein. To the extent of any conflict between the terms of this Second

Addendum and the Agreement or the First Addendum, the terms of this Second Addendum shall govern.

2. Paragraph 5 of the Agreement ("Purchase Price"), which was amended by the First Addendum to reduce the Purchase Price to One Hundred Thirty-One Thousand Two Hundred Dollars (\$131,200.00), is hereby further amended to reduce the Purchase Price by an additional amount equal to the Abatement Costs or Sixty Thousand Dollars (\$60,000.00), whichever is less. The minimum Purchase Price will therefore be Seventy-One Thousand Two Hundred Dollars (\$71,200.00). The Abatement Costs shall be calculated based upon the actual costs incurred by the Buyer, including engineering (which shall include but shall not be limited to preparation of bid documents and construction administration) and any other related third party consultant costs, in connection with (a) the removal and disposition of the Underground Storage Tank ("UST") at the Property, which includes pumping and disposal of any residual product in the UST, as well as the cleaning, transportation and disposal of the UST and related excavation, disposal and removal of compacted and/or contaminated soil at the Property; and (b) the removal, transportation and recycling of a transformer to a certified transformer recycler in Wheeling, West Virginia. Seller acknowledges and agrees that Buyer, as a governmental entity, is required to advertise for bids for some or all of the abatement work described above and further, that Buyer is required to award the contract for the abatement work to the lowest responsible bidder in accordance with Pennsylvania law. Buyer agrees to provide copies of all public portions of the bids received for the abatement work to Seller for review upon the opening of the bids.

3. Within thirty (30) days of the execution of this Second Addendum, Seller agrees to complete the proper handling, containerization, transportation, and disposal of the containers located on the first floor storage room of the Property.

4. Paragraph 9 of the Agreement ("Inspection of Real Estate"), which was amended by the First Addendum to extend the Due Diligence Period to one hundred fifty (150) days from

the Execution Date, is hereby further amended to extend the Due Diligence Period to two hundred ten (210) days from the Execution Date.

5. In all other respects, the terms of the Agreement and the First Addendum are unchanged and continue in full force and effect.

6. This Second Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

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

ATTEST:

BOROUGH OF BRENTWOOD

_____ By: _____
Name: _____
Its: _____
Date Executed: _____, 2017

WITNESS/ATTEST:

GREEN DEVELOPMENT TRUST #7003735

_____ By: _____
Name: _____
Its: _____
Date Executed: _____, 2017



THE BOROUGH OF BRENTWOOD

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

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: _____



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- 33

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING IN LIMITED PART THE AGREEMENT WITH GREEN DEVELOPMENT TRUST #7003735 ASSOCIATED WITH THE BOROUGH'S PURCHASING OF 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 AN AMENDED PURCHASE PRICE NOT TO EXCEED \$131,200.00.

ADDENDUM

THIS Addendum, dated the ____ day of _____, 2017, modifies the Agreement for the Sale of Real Estate ("Agreement") between the Borough of Brentwood (the "Buyer") and the Green Development Trust #7003735 (the "Seller"), dated February 27, 2017:

WHEREAS, the Buyer and Seller entered into the Agreement to establish the terms and conditions by which the Buyer would purchase property located at 3735 Brownsville Road, Pittsburgh, PA 15227 (the "Property") from the Seller; and

WHEREAS, as part of the Buyer's due diligence, it has been determine that a Phase II/III Environmental Site Assessment ("ESA") is required to determine the nature and extent of potentially hazardous environmental issues which may be present at the Property; and

WHEREAS, the parties seek to enter into this Addendum to reduce the sale price of the Property by Nine Thousand Eight Hundred Dollars (\$9,800.00) to reflect the cost of the ESA and



to extend the Due Diligence Period by sixty (60) additional days to allow the Buyer time to complete the ESA and conduct related testing and to address other due diligence issues.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The provisions of the Agreement are hereby reaffirmed except as modified herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall govern.

2. Paragraph 5 of the Agreement ("Purchase Price") is hereby amended by reducing the purchase price from One Hundred Forty-One Thousand Dollars (\$141,000.00) to One Hundred Thirty-One Thousand Two Hundred Dollars (\$131,200.00).

3. Paragraph 9 of the Agreement ("Inspection of Real Estate") shall be amended by extending the Due Diligence Period from ninety (90) days from the Execution Date to one hundred fifty (150) days from the Execution Date.

4. In all other respects, the terms of the Agreement are unchanged and continue in full force and effect.

6. This Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE TO FOLLOW]



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

ATTEST:

BOROUGH OF BRENTWOOD

By: _____

Name: John Frombach

Its: Council President

Date Executed: _____, 2017

WITNESS/ ATTEST:

GREEN DEVELOPMENT TRUST #7003735

By: _____

Name: _____

Its: _____

Date Executed: _____, 2017

