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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
February 20, 2017 - AGENDA 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. 2016 Energy Audit Presentation - Richard Phelps**
- 5. Comments on Agenda Action Items Only. Please limit remarks to three minutes.**
- 6. Communications.**
- 7. Department and Borough Managers Reports:**

- a. Consider accepting the Department and Borough Manager's Reports [ACTION ITEM]
Mr. President, I move to accept the Department and Borough Manager's Reports for the Period ending January 31, 2017 as presented.

8. President's Report – Mr. John Frombach

9. Mayor's Report – Mr. Dennis Troy

- a. Mayor Proclamation Declaring the Week of March 5, 2017 as Multiple Sclerosis Awareness Week
- b. Mayor Proclamation Committing the Borough to Plant a Tree in Memory of Peter J. Niederberger This Earth Day

10. Administrative and Finance Committee – Mr. Harold Smith

- a. Consider approving the minutes from the January 16th and January 23rd Council Meetings [ACTION ITEM].
Mr. President, I move to approve the minutes from the January 16th and January 23rd Council Meetings.
- b. Consider Accepting the Treasurer's Report for the Period Ending January 31, 2017 [ACTION ITEM]
Mr. President, I move to accept the Treasurer's Report for the Period Ending January 31, 2017.
- c. Consider ratifying the payment of bills from January 1 to January 31, 2017. [ACTION ITEM]
Mr. President, I move the Borough ratify the payment of bills from January 1 to January 31, 2017 for the following:
 1. *General Fund in the amount of \$619,130.14*
 2. *Sanitary Sewer Fund in the amount of \$482,237.04*
 3. *Capital Improvement Fund in the amount of \$45,244.38*
 4. *Liquid Fuels Fund in the amount of \$0.00*
 5. *Non-Uniform Pension Fund in the amount of \$194,704.31*
 6. *Police Pension Fund in the amount of \$30,879.00*
- d. Consider approving the agreement with Cohen & Grigsby to provide special legal services associated with the litigation filed under Allegheny County General Docket No. 16-016171 [ACTION ITEM].
Mr. President, I move to approve the agreement with Cohen & Grigsby to provide special legal services associated with the litigation filed under Allegheny County General Docket No. 16-016171 to be paid from the Capital Improvement Fund Line Item 18-454-611 Phase III Construction.

11. Public Works Committee – Mr. AJ Doyle

- a. Consider Resolution No. 2017-16: Authorizing the Borough of Brentwood to Submit Application for Traffic Signal Approval to the Pennsylvania Department of Transportation [ACTION ITEM]
Consider Resolution No. 2017-16: Authorizing the Borough of Brentwood to Submit

Application for Traffic Signal Approval to the Pennsylvania Department of Transportation

- b. Consider approving the Work Authorization from Gateway Engineers Associated with Borough of Bretwood Flow Isolation Study Project in the Amount of \$35,000 to be paid from the Sanitary Sewer Fund Line Item 08-429-313 - Engineering Services [ACTION ITEM]

Mr. President, I move the Borough approve Work Authorization from Gateway Engineers Associated with Borough of Brentwood Flow Isolation Study Project in the Amount of \$35,000 to be paid from the Sanitary Sewer Fund Line Item 08-429-313 - Engineering Services.

12. Zoning and Ordinance Committee – Ms. Stephanie Fox

- a. FYI- Public hearing for a conditional use permit to be held on February 27th.

FYI- Mr. President, a public hearing will be held on February 27th at 7PM to review a request for a conditional use permit to operate a nail salon at 330 Marylea Avenue.

- b. Consider adopting Resolution 2017-17, reappointing Charles Kannair to the Rental Board of Appeal [ACTION ITEM].

Mr. President, I move to adopt Resolution No. 2017-17, reappointing Charles Kannair to a four-year term as an alternate member of the Rental Property Board of Appeal.

- c. Consider adopting Resolution 2017-18, approving the inter-municipal liquor license transfer for 3601 Saw Mill Run Boulevard [ACTION ITEM].

Mr. President, I move to adopt Resolution No. 2017-18, approving the inter-municipal liquor license transfer for the Get Go store at 3601 Saw Mill Run Boulevard.

- d. Consider approving the revised Brentwood Park site plan. [ACTION ITEM]

Mr. President, on the recommendation of the Planning Commission and Borough Engineer, I move the Borough the revised Brentwood Park Site plan.

- e. FYI - Zoning and Ordinance Committee Meeting

Mr. President, I'd like call a Zoning and Ordinance Committee for Monday, March 13, 2017 at 6:00 PM to discuss some outstanding items.

13. Parks and Recreation Committee – Mr. Rich Schubert

- a. Consider authorizing the purchase of ball field mix from New Enterprise Stone & Lime Co. in the amount of \$9,321.60 to be paid from the Capital Improvement Fund Line Item 18-454-700. [ACTION ITEM]

Mr. President, I move the Borough authorize the purchase of ball field mix from New Enterprise Stone & Lime Co. in the amount of \$9,321.60 to be paid from the Capital Improvement Fund Line Item 18-454-700.

- b. Consider contracting with Athletic Fields Pro for the work on Kaiser Field in the amount of \$8,140.24 to be paid from the Capital Improvement Fund Line Item 18-454-700. [ACTION ITEM]

Mr. President, I move the Borough accept the proposal from Athletic Fields Pro for the work on Kaiser Field in the amount of \$8,140.24 to be paid from the Capital

Improvement Fund Line Item 18-454-700.

- c. Consider Adopting Resolution No. 2017-19, Revisions to Facility Rental Policy [DISCUSSION AND/OR ACTION]
- d. Consider Resolution No. 2017-20; Agreement with Brentwood School District to Fund Brentwood Day Camp

14. Public Safety Committee – Mr. Pat Carnevale

- a. Consider selling police service dog "Duke" to former handler Officer Mulholland. [ACTION ITEM]
Mr. President, I move the Borough agree to sell Brentwood's police service dog "Duke" to former handler Officer Mulholland for the contractual amount of \$1.
- b. Consider Authorizing a Surveillance Camera Registry Project [ACTION ITEM]
Mr. President, I move to authorize the Police Chief to establish a Voluntary Surveillance Camera Registry program.
- c. Consider entering into a contract with Crime Watch Technologies. [DISCUSSION]
- d. Consider Grievance No. 13266 - [ACTION ITEM]
Mr. President, I move the Borough approve Grievance No.13266.
- e. Consider Grievance No. 13271 - [ACTION ITEM]
Mr. President, I move the Borough deny Grievance No. 13266.

15. Community Affairs Committee – Dr. Robert Pasquantonio

- a. FYI - 2017 Brentwood Community Day is scheduled for Saturday, July 1, 2017
Mr. President, it is not too early to mention a Save the Date for Brentwood's Community Day. It is scheduled for Saturday, July 1, 2017. A great way to kick off the Borough's 4th of July Activities. I am told that this year will be bigger and better than last year's event.

16. Special Committees

17. Old Business

- a. Consider declining the proposal from Brandon Renzi to purchase property located at 3614 Brownsville Road (aka The Artman Building). [ACTION ITEM]
Mr. President, I move that the Borough decline the proposal from Brandon Renzi to purchase property located at 3614 Brownsville Road for the price of \$350,000.00.
- b. Consider adopting Resolution No. 2017-21; Entering into an Agreement for the Sale of Real Estate [DISCUSSION]
- c. Consider approving the agreement with Skelly & Loy Engineering-Environmental Consultants for a Phase I Environmental Site Assessment to be paid from the Capital Improvement Fund Line Item 18-409-313 Engineer & Architectural Services in the amount Not-To-Exceed \$2,000.00.[DISCUSSION]

- d. Consider approving the work authorization from The Gateway Engineers for the completion of a preliminary geotechnical investigation at 3735 Brownsville Road at a not-to-exceed cost of \$7,000 to be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services.[DISCUSSION]
- e. Consider approving the work authorization from HHSDR Engineers and Architects associated with Architectural/Engineering Services to prepare plans and cost estimates to construct a new Municipal Building at 3735 Brownsville Road at a not-to-exceed cost of \$14,900 to be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services.[DISCUSSION]

18. New Business

19. Public Comment

20. 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: 2016 Energy Audit Presentation - Richard Phelps

DATE: February 20, 2017

SUMMARY:

Executive Summary

Savings for this audit period are **\$46,970** consisting of \$18,221 in stipulated M&O savings, \$14,284 in stipulated lighting savings, and \$14,465 from utility (energy) savings.

The 2016 annual guarantee for Brentwood is \$33,949, which is further defined by \$15,728 in utility savings and \$18,221 in other operational savings and defined in the contract. The ACHIEVED utility savings for the audit period were \$14,284 in stipulated electrical savings and an increase of \$5,041 in measured electrical savings for a total of \$9,243. In addition, \$19,506 in natural gas savings were realized for a total of \$28,749. This means ABM exceeded the annual utility savings guarantee by **\$13,021!** The civic center electric use continues to increase and the schedule and equipment operations will be evaluated to identify areas of improvement. The gas meter at the library was changed in November 2014 likely due to age and inaccuracy.

Audited energy savings are based upon monitoring the meters for the Library & Civic Center. All other locations only had lighting retrofits, which are stipulated savings.

ATTACHMENTS:

Description

2016 Energy Audit

Upload Date

2/18/2017

Type

Cover Memo

Energy Audit

July 2015 – June 2016

Borough of Brentwood



3624 Brownsville Rd., Pittsburgh, PA 15227

Presented By:



501 Technology Drive, Suite 3000
Canonsburg, PA 15317
(724) 873-2940

Energy Modeling By:

Brian Walker
Energy Engineer

September 15th, 2016

Terminology

BASELINE

Projected, or modeled, usage calculated from historic utility bill data and patterns. This comes from data prior to the beginning of construction.

ACTUAL

The actual usages that were incurred. This data come directly from the utility bills that were provided by the customer, or their utility company.

SAVINGS

The difference between the baseline and the actual. Positive Actual Savings imply utility costs have been reduced after correcting for weather and other variables.

Executive Summary

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Methodology

ABM Building Solutions uses linear regression software to analyze utility bill data such as usage costs, kilowatt-hours used, kilowatt-demand, and gas volume to determine a baseline for which a comparative analysis is done. The regression models are designed to include weather data for tuning, or modeling, the expected usage had the project not been done. This is done since weather has a large impact on heating or cooling expenses, and in turn allows ABM Building Solutions to present more accurate findings as opposed to a simple bill-to-bill comparison.

Points of Interest

Modeling Baseline: January 2008 – March 2009

The baseline period is a minimum period of twelve (12) consecutive months prior to on-site construction of any capital investments, upgrades, cost saving implementations, retrofits, etc. The client *should allow* the baseline period to be adjusted, within reason, if needed; this is done in cases where baseline data (usage, expenditures, demand, etc.) shows anomalies. Such anomalies could be power outages, gaps in meter readings, transfer of service between vendors, gas leaks, faulty meters, inaccurate meter readings, etc.; allowing for more accurate baseline data yields a more accurate Energy Audit.

Construction Period: April 2009 – May 2009

The construction period is the period for which ABM, any of its subcontractors, or any of its affiliates associated with the project, arrive onsite to begin any of the Energy Conservation Measures. The construction period is considered to end when the contract's proprietor signs off and accepts the project as finished.

Annual Audit Period: July – June

The audit period is the period for which ABM is contractually obligated to produce Energy Audits for the client; this period length is generally the same as the payback period. The audit period is to be a timeframe of twelve (12) consecutive months for which, at the end of, a report is to be presented to the client.

Maintenance & Operating Savings: \$ 18,221 Annually

The Maintenance & Capital Avoidance costs are stipulated, and agreed upon, in the contract. These costs are the instant savings that come from better utilization of employees' time, more accurate thermostats and/or settings, reduction in need for supplies, extended equipment life, etc.

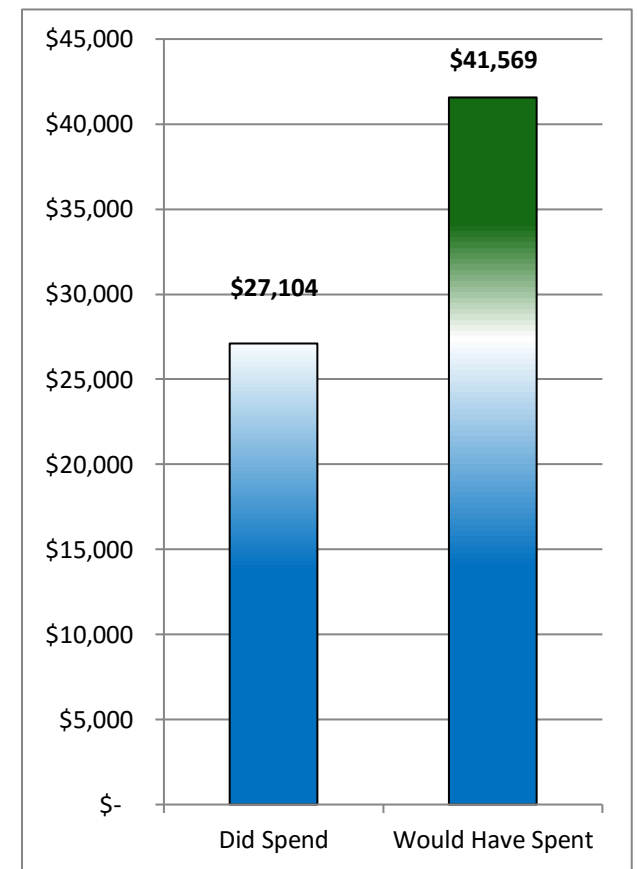
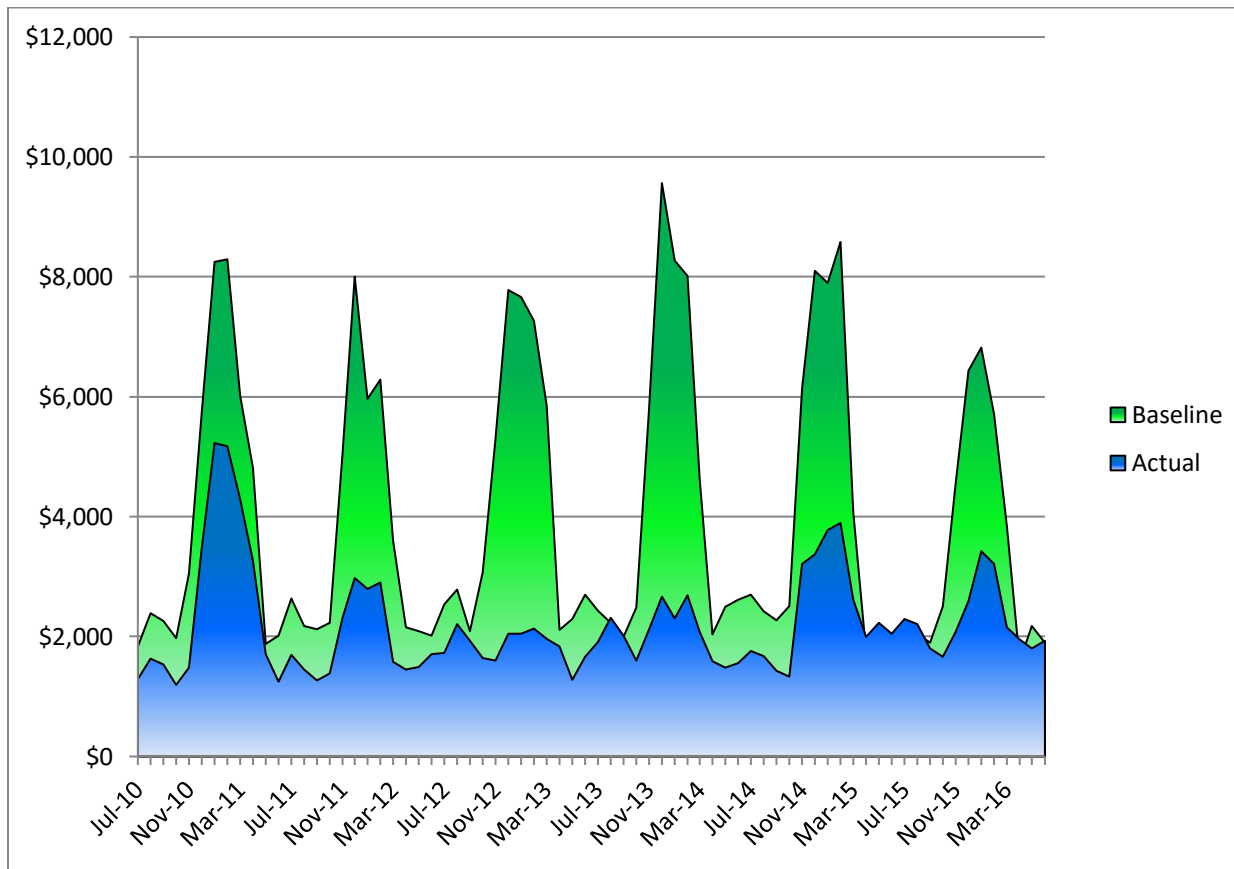
Baseline vs. Actual

(Visual Representation of Savings)

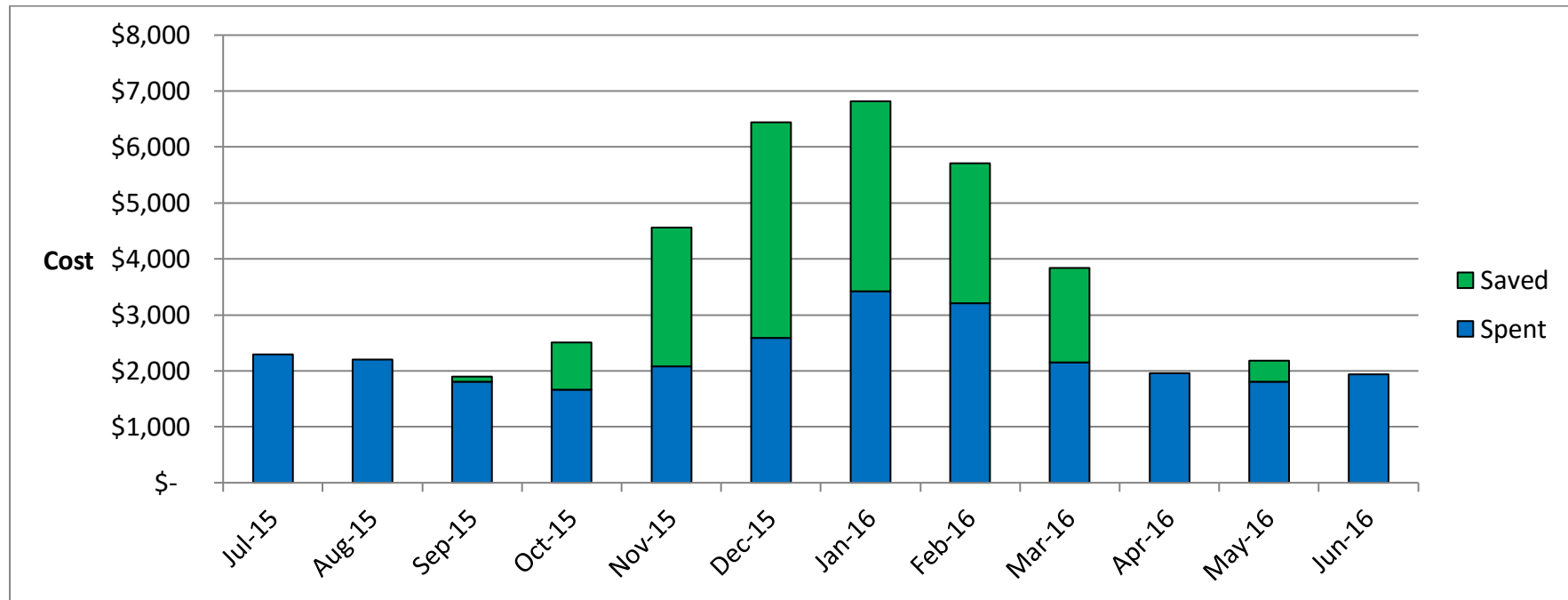
Baseline: Modeled or expected costs if no Energy Conservation Measures had been implemented.

Actual: Actual usages and costs from utility bills.

The **Green** area depicts the non-stipulated utility savings for this audit period: **\$ 14,465**



Utility Costs for the Audit Period

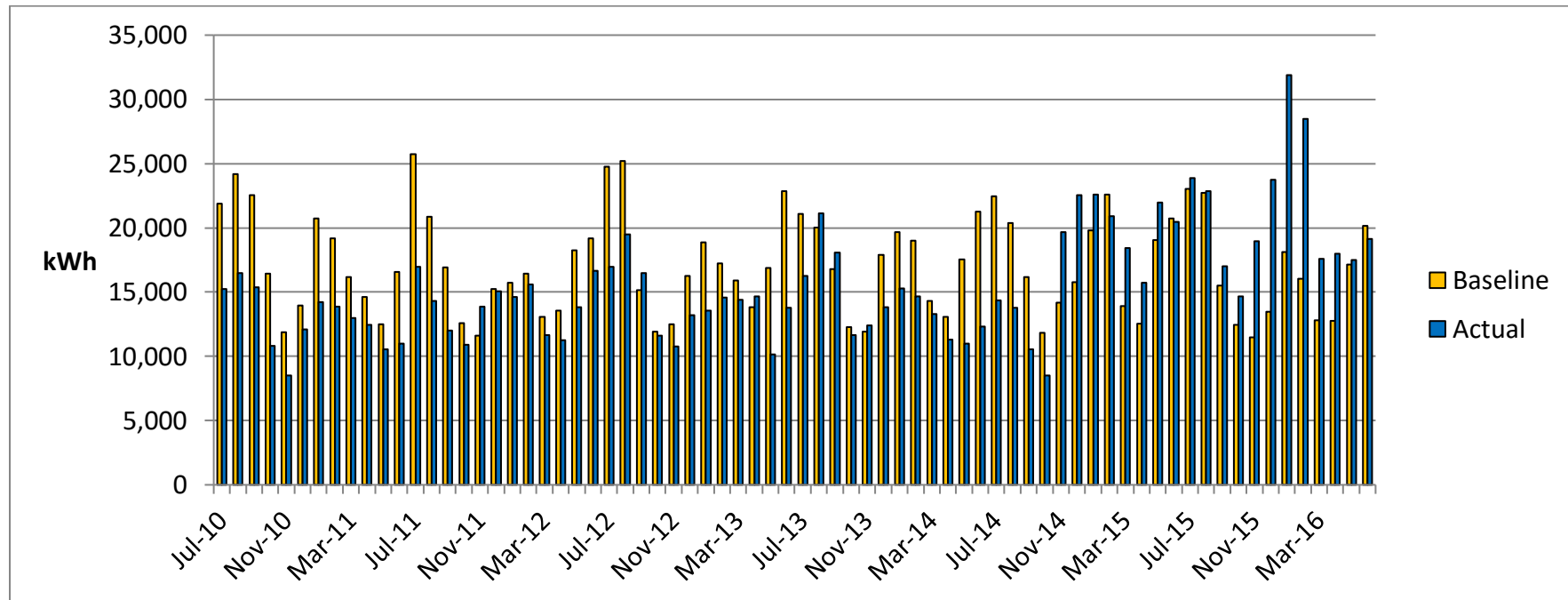


* Actual (blue) + Savings (green) = Expected Cost (cost if the project was not implemented).

Cost (\$) Savings by Month

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
Baseline	\$ 2,071	\$ 2,051	\$ 1,894	\$ 2,509	\$ 4,560	\$ 6,439	\$ 6,818	\$ 5,715	\$ 3,842	\$ 1,592	\$ 2,179	\$ 1,901	\$ 41,569
Actual	\$ 2,292	\$ 2,204	\$ 1,805	\$ 1,661	\$ 2,077	\$ 2,587	\$ 3,424	\$ 3,207	\$ 2,152	\$ 1,955	\$ 1,805	\$ 1,936	\$ 27,104
Baseline - Actual	\$ (221)	\$ (154)	\$ 88	\$ 848	\$ 2,484	\$ 3,851	\$ 3,394	\$ 2,508	\$ 1,690	\$ (362)	\$ 374	\$ (35)	\$ 14,465
Savings	-10.7%	-7.5%	4.7%	33.8%	54.5%	59.8%	49.8%	43.9%	44.0%	-22.8%	17.2%	-1.8%	34.8%

Electricity Usage for the Audit Period

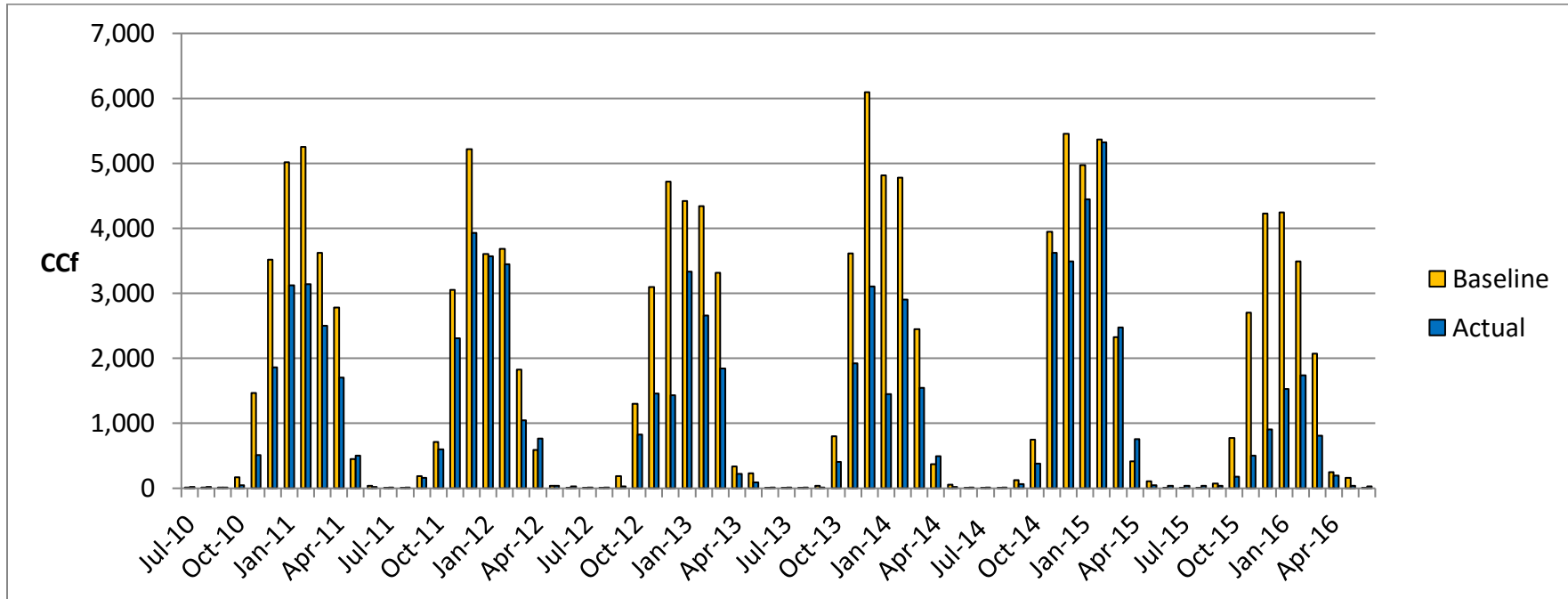


* This graph compares what would have been used (*orange*) versus what was actually billed (*blue*).

Electricity (kWh) Savings by Month

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
Baseline	23,046	22,719	15,498	12,434	11,468	13,482	18,120	16,025	12,818	12,780	17,160	20,152	195,702
Actual	23,873	22,866	17,000	14,679	18,939	23,721	31,897	28,477	17,597	17,971	17,482	19,119	253,621
Baseline - Actual	(827)	(147)	(1,502)	(2,245)	(7,471)	(10,239)	(13,777)	(12,452)	(4,779)	(5,191)	(322)	1,033	(57,919)
Savings	-3.6%	-0.6%	-9.7%	-18.1%	-65.1%	-75.9%	-76.0%	-77.7%	-37.3%	-40.6%	-1.9%	5.1%	-29.6%

Gas Usage for the Audit Period



* This graph compares what would have been used (*orange*) versus what was actually billed (*blue*).

Gas (CCf) Savings by Month

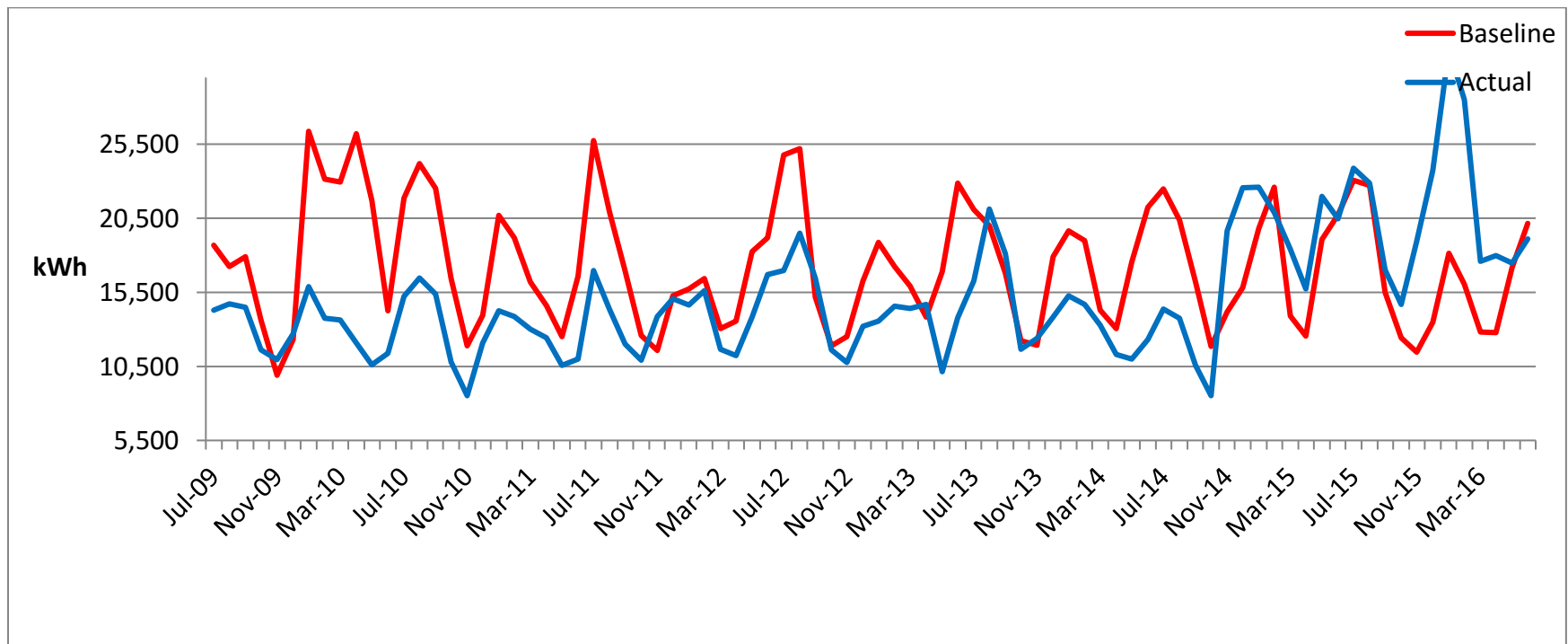
	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
Baseline	5	4	76	778	2,707	4,226	4,246	3,494	2,069	248	159	5	18,016
Actual	37	34	40	177	503	908	1,532	1,737	808	195	38	31	6,040
Baseline - Actual	(32)	(30)	36	601	2,204	3,318	2,714	1,757	1,261	53	121	(26)	11,976
Savings	-703.1%	-662.6%	47.1%	77.3%	81.4%	78.5%	63.9%	50.3%	61.0%	21.3%	76.1%	-551.8%	66.5%

Trend Lines of the Model

Trend Lines of the model allow for visual inspection of which months did not perform as expected.

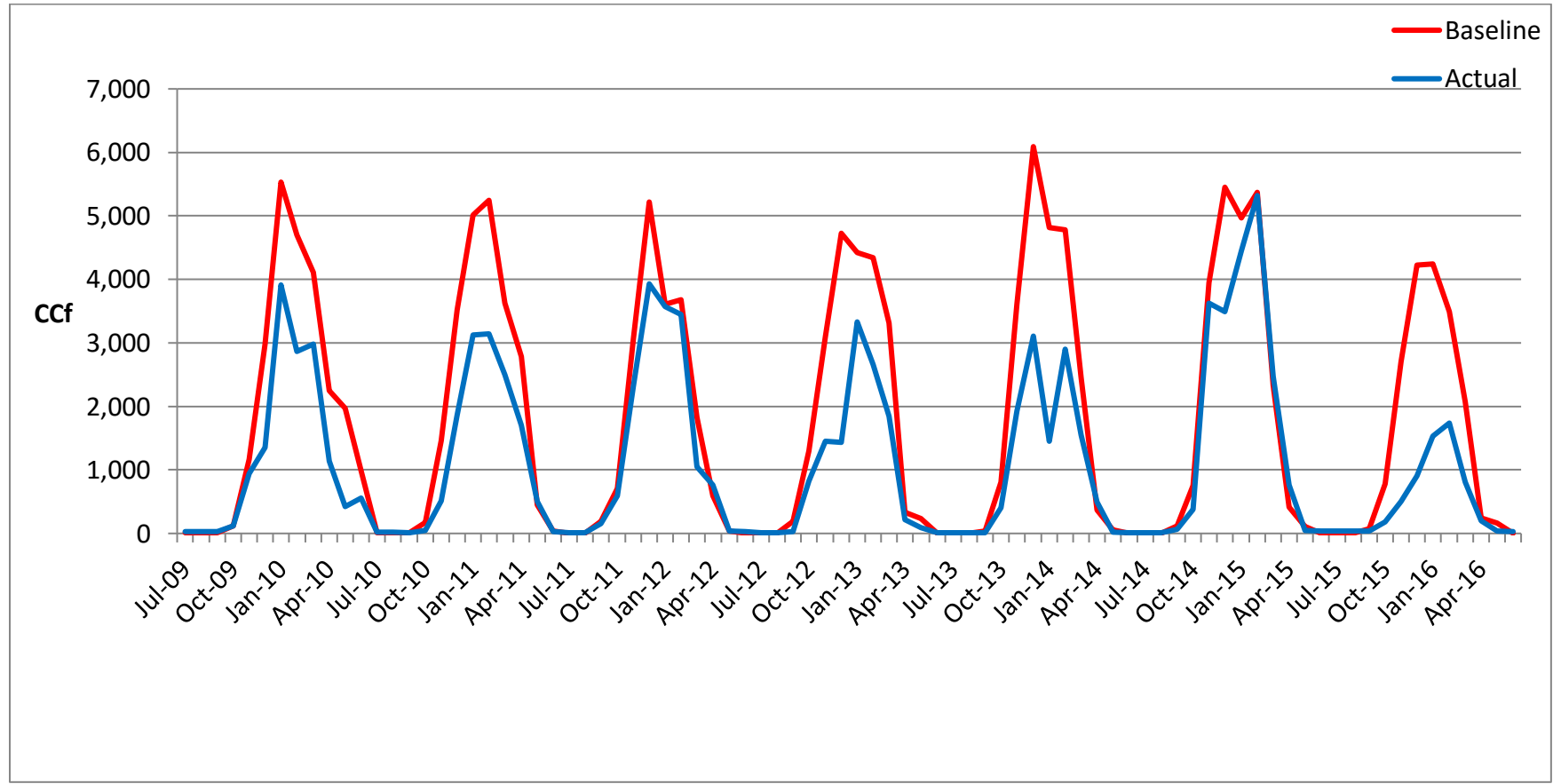
These graphs help identify any abnormalities or fluctuations in usages that could have been caused by an outside influence such as meter misreads, gas leaks, behavioral attributes, or unscheduled events.

The *Baseline* should always be above the *Actual* and, in turn, the area between the two lines represents the quantity in savings; area between the two lines where the *Actual* is above the *Baseline* represents excessive use.



Trend Lines of the Model

(cont.)



Energy Reduction Equivalencies

Reductions in Electricity & Gas usage for the period
reduced pollution by any *one* of the following:

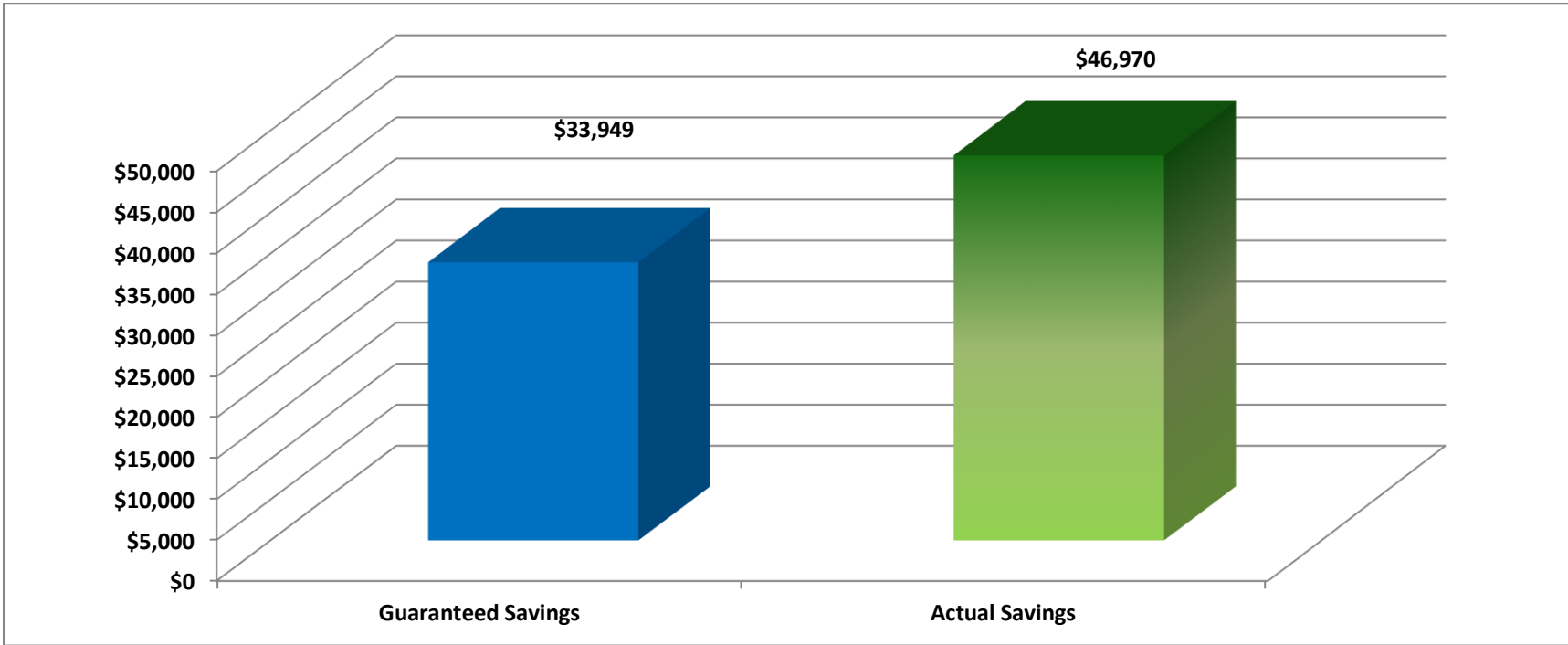
- 53 Barrels of Oil Not Consumed
- .18 Acres of Forest Preserved
- 2,565 Gallons of Gas Not Consumed
- 4 Passenger Vehicles Not Used for a Year
- 23 Metric Tons of CO₂ Not Created



* All equivalencies calculated by the EPA: www.epa.gov/cleanenergy/energy-resources/calculator.html

** assumes 1 therm = 1 ccf

Contractual Breakdown



Guaranteed Annual Savings (*blue*):

\$ 33,949

(annual cost of project)

M&O, Stipulated, Savings:

\$ 18,221

(per contract)

Stipulated Lighting Savings:

\$ 14,284

(per contract)

Energy Savings this Period:

\$ 14,465

(audited)

Total Savings this Period (*gradient green*):

\$ 46,970

Annual Audited Savings:

\$ 46,970

Annual Project Cost:

\$ (33,949)

Realized Savings:

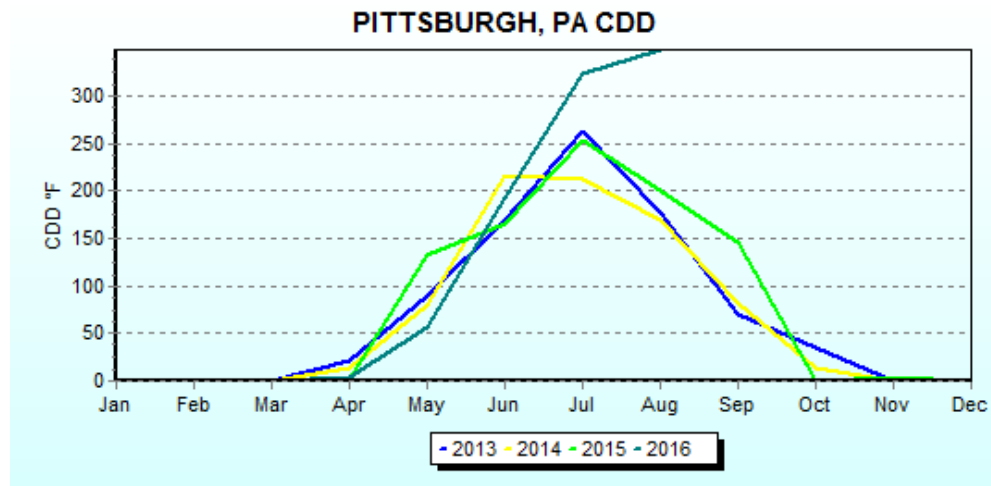
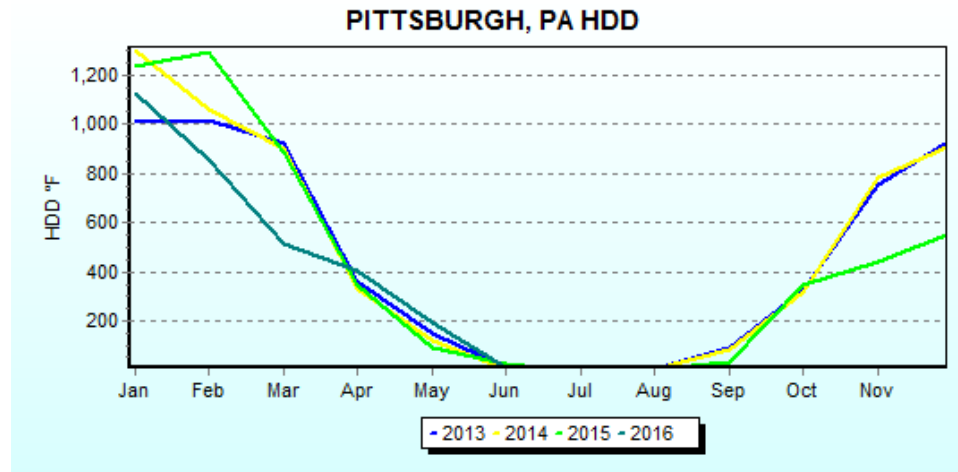
\$ 13,021

(money kept in-pocket)

CDD & HDD (by year)

Degree Day:

A degree day is the number of degrees between a meter's balance-point (the outside air temperature for which the meter uses the least amount of energy) and the average temperature for that day; by convention, a balance-point of 65 °F is considered average. Degree Days can be for heating (HDD), or cooling (CDD) depending on whether the average temperature is above or below the balance-point.



Appendix A – Cost & Usage Data

Brentwood

Total \$

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
Baseline	\$ 2,071	\$ 2,051	\$ 1,894	\$ 2,509	\$ 4,560	\$ 6,439	\$ 6,818	\$ 5,715	\$ 3,842	\$ 1,592	\$ 2,179	\$ 1,901	\$ 41,569
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Baseline - Actual	\$ (221)	\$ (154)	\$ 88	\$ 848	\$ 2,484	\$ 3,851	\$ 3,394	\$ 2,508	\$ 1,690	\$ (362)	\$ 374	\$ (35)	\$ 14,465
Savings	-10.7%	-7.5%	4.7%	33.8%	54.5%	59.8%	49.8%	43.9%	44.0%	-22.8%	17.2%	-1.8%	34.8%

Electricity \$

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
Baseline	\$ 2,045	\$ 2,021	\$ 1,500	\$ 1,229	\$ 1,064	\$ 1,220	\$ 1,574	\$ 1,399	\$ 1,286	\$ 1,234	\$ 1,617	\$ 1,880	\$ 18,069
Actual	\$ 2,103	\$ 2,022	\$ 1,621	\$ 1,432	\$ 1,740	\$ 2,121	\$ 2,761	\$ 2,485	\$ 1,717	\$ 1,723	\$ 1,626	\$ 1,759	\$ 23,110
Baseline - Actual	\$ (58)	\$ (0)	\$ (121)	\$ (203)	\$ (676)	\$ (901)	\$ (1,188)	\$ (1,086)	\$ (431)	\$ (489)	\$ (9)	\$ 122	\$ (5,041)
Savings	-2.8%	0.0%	-8.1%	-16.5%	-63.6%	-73.9%	-75.5%	-77.6%	-33.5%	-39.6%	-0.6%	6.5%	-27.9%

Natural Gas (Vol) \$

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
Baseline	\$ 26	\$ 29	\$ 394	\$ 1,279	\$ 3,496	\$ 5,219	\$ 5,244	\$ 4,315	\$ 2,556	\$ 358	\$ 562	\$ 21	\$ 23,500
Actual	\$ 188	\$ 183	\$ 184	\$ 229	\$ 336	\$ 466	\$ 663	\$ 722	\$ 435	\$ 232	\$ 179	\$ 177	\$ 3,994
Baseline - Actual	\$ (162)	\$ (153)	\$ 210	\$ 1,051	\$ 3,160	\$ 4,753	\$ 4,581	\$ 3,594	\$ 2,121	\$ 126	\$ 383	\$ (157)	\$ 19,506
Savings	-622.4%	-519.6%	53.2%	82.1%	90.4%	91.1%	87.4%	83.3%	83.0%	35.3%	68.2%	-763.8%	83.0%

Electricity kWh

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
Baseline	23,046	22,719	15,498	12,434	11,468	13,482	18,120	16,025	12,818	12,780	17,160	20,152	195,702
Actual	23,873	22,866	17,000	14,679	18,939	23,721	31,897	28,477	17,597	17,971	17,482	19,119	253,621
Baseline - Actual	(827)	(147)	(1,502)	(2,245)	(7,471)	(10,239)	(13,777)	(12,452)	(4,779)	(5,191)	(322)	1,033	(57,919)
Savings	-3.6%	-0.6%	-9.7%	-18.1%	-65.1%	-75.9%	-76.0%	-77.7%	-37.3%	-40.6%	-1.9%	5.1%	-29.6%

Natural Gas (Vol) CCF

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
Baseline	5	4	76	778	2,707	4,226	4,246	3,494	2,069	248	159	5	18,016
Actual	37	34	40	177	503	908	1,532	1,737	808	195	38	31	6,040
Baseline - Actual	(32)	(30)	36	601	2,204	3,318	2,714	1,757	1,261	53	121	(26)	11,976
Savings	-703.1%	-662.6%	47.1%	77.3%	81.4%	78.5%	63.9%	50.3%	61.0%	21.3%	76.1%	-551.8%	66.5%

\$ / kWh	\$ 0.088	\$ 0.088	\$ 0.095	\$ 0.098	\$ 0.092	\$ 0.089	\$ 0.087	\$ 0.087	\$ 0.098	\$ 0.096	\$ 0.093	\$ 0.092	\$ 0.092
\$ / Ccf	\$ 5.094	\$ 5.370	\$ 4.609	\$ 1.294	\$ 0.669	\$ 0.513	\$ 0.432	\$ 0.416	\$ 0.538	\$ 1.190	\$ 4.710	\$ 5.717	\$ 2.546



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

SUBJECT: Consider accepting the Department and Borough Manager's Reports [ACTION ITEM]

DATE: February 20, 2017

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

SUMMARY:

Includes the monthly reports for each of the following departments:

1. Public Works Department
2. Building Inspector/Code Department
3. Engineering Department
4. Parks & Recreation Department
5. Police Department
6. EMS
7. BVFC
8. Solicitor
9. Finance Department
10. Borough Manager

Department Heads submit Summary/Progress Reports each week for Council to review and address any questions. The Monthly Reports are just a compilation of these weekly reports. As such, these reports will be accepted at the Agenda Meeting so that new items can receive the attention they deserve.

In addition, there should not be a need to have Borough Department Heads attend the Council Meetings as the Public Council Meeting should not be the forum to question Department Heads, as there is ample time and methods (emails, phone calls, etc.) prior to the meetings to have any questions addressed. Their time and efforts are best utilized during normal business hours.

BUDGET IMPACT:

N/A

RECOMMENDATION:

N/A

PROS:

N/A

CONS:

N/A

STRATEGIC GOALS APPLIED:

Strategic Goal 4: Improve the Accountability of Various Borough Departments

ATTACHMENTS:

Description	Upload Date	Type
January Monthly Report_Code	2/14/2017	Cover Memo
January Monthly Report_DPW	2/13/2017	Cover Memo
January Monthly Report_Engineering	2/13/2017	Cover Memo
January Monthly_Gateway Engineers	2/14/2017	Cover Memo
January Monthly Report_Parks & Rec	2/13/2017	Cover Memo
January Monthly Report-EMS	2/14/2017	Cover Memo
January Monthly_Police Chief	2/18/2017	Cover Memo
January Monthly Report_Borough Manager	2/18/2017	Cover Memo

Borough of Brentwood

Dept. of Code Enforcement

December 2016 Monthly Report



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

Monthly Code Department Report
January 2017

A. Building Inspections

MTD

YTD

1. Building permits issued:	1	1
2. Sign permits issued:.....	0	0
3. Demolition permits issued:.....	0	0
4. Dumpster permits issued:	0	0
5. Occupancy permits issued (transactions):	12	12
6. Occupancy permits issued (commercial tenants):	2	2
7. Plans reviewed:.....	2	2
8. Construction inspections performed:.....	9	9
9. Lien letters for foreclosure/refinance/equity loan	3	3

B. Code Enforcement/Property Maintenance

MTD

YTD

1. Violation letters issued:25 25
2. Citations issued:2..... 2
3. Notable action:
 - a. Brentshire/Pine Tree- settlement payments have been received, and the inspection process is continuing; 64 of the units have been inspected twice, and several minor issues remain within the apartments themselves; the property owner has provided evidence that they are seeking to attain a contractor to address major items, including the decayed garage lintels and the lack of drywall in the ceilings of the mechanical areas; an additional set of 32 units were inspected this month: although the property owner has provided documentation that an HVAC contractor was on site, evidence is insufficient to demonstrate that furnaces are in an acceptable condition; due to the Borough declaring the excessive carbon monoxide levels as constituting an imminent danger, the landlord has asked for a meeting before a designated arbitrator, as is permitted in the sentiment; arbitrator agreed with Borough's conclusions, but opposing counsel attempting to challenge credibility of these conclusions; **follow-up action:** awaiting legal instruction before proceeding with additional inspections.
 - b. 3735 Brownsville- in July, a guilty verdict was adjudicated against the owner of the former Snee Dairy building; the building remains in unsafe condition, and the Borough continues to pursue demolition due to failure of the owner to make the structure habitable; no appeal was filed, and the Borough received the requisite fines for the 12 counts; the owner has made contact with the Borough and has requested an extension before any

additional action is taken, due to ongoing negotiations with a developer; preliminary sketches have been received, and the site was actively marketed, but development deal expired at the end of 2016; **follow-up action:** awaiting results of negotiations regarding proposed municipal building before taking future action.

- c. SJ Group properties- landlord has purchased properties at 3863 Delco, 103 E Garden, 14 W Bellecrest and 3037 Glendale via sheriff sale; occupancy inspections were completed on the former units, where are currently being rented, but the landlord has refused to schedule a follow-up inspection to confirm current conditions; the latter structure need significant rehabilitation; in July, the magistrate continued a hearing pertaining to property conditions, as well as failure of the landlord to conduct sewer lateral inspections; confirmed that this landlord has additionally purchased the nuisance property at 101 Pentland; property owner was found guilty at an August magistrate hearing; verdict was appealed, but the case was dismissed in Common Pleas Court on a technicality; **follow-up action:** the process has been restarted using different code sections on the violation notices.
- d. 3167 Glendale- owner purchased property with defective sewer line in 2014 and escrowed funds with the Borough for the same; individual has refused to remediate conditions and has been argumentative with plumbers; after provided both written and verbal notice, no change has occurred; therefore, escrowed funds utilized to pay plumber to complete project; owner did not appear at hearings and has been fined three times; the most recent verdict was appealed to Common Pleas Court; **follow-up action:** awaiting March hearing.
- e. 347 Dailey- owner-occupied home that is the center of a salvaging operation; owners have been cited multiple times for storage of debris in the past, and, after over one year of hearings and appeals, were fined a miniscule \$100 for their most recent offense; new citations were filed, on which the Borough requested the magistrate to invoke the maximum penalty; a guilty verdict and \$1,000 fine was handed down in June; follow-up action: case has been appealed to Common Pleas Court, but has been postponed; **follow-up action:** awaiting February hearing.
- f. 3901 Cloverlea/3900 Meadowbrook- received correspondence from adjoining property owner that sloped rear yard was being filed; due to lack of response to violation notice pertaining to grading without a permit, issued a citation; asked owner to file the appropriate permit and level the earth at the site, but such action has not been completed; a fine was levied due to failure to appear for the hearing, and a new citation as subsequently issued; a meeting was held with the owner to explain that all grading must be reviewed by the Allegheny County Conservation District; the owner was instructed to ask if a waiver could be granted due to relatively small scope of work due to lack of documentation, new citation has been filed; met with owner of 3900, who agreed to remove shed from paper street; **follow-up action:** awaiting hearing at magistrate.
- g. 322 Marylea sewer- the Borough has not yet received evidence that this home is connected to the sanitary sewer system; owner has retained legal counsel, and a court order was granted allowing for this property to tie into the private lateral of the adjoining half of the duplex; a meeting was held with the Allegheny County Health Department, and a member of this organization stated that the disconnected line noted in the front of the property may only transport “gray water,” such as sink drains; **follow-up action:** awaiting further dye testing; because the property is no longer occupied, the conditions do not presently constitute an immediate hazard.
- h. 3833-35 Delco sewer- as part of the proposed sale of 3835, discovered a severely defective sewer line; property is a half-duplex that shares a common line with the adjoining dwelling at 3833; property owners have been given ample time to coordinate but have not corrected defects; met with plumber and one of the owners on numerous occasions but to no avail; at third magistrate hearing, owners stated that they planned to rectify by vacating the existing line and running a parallel sewer, and judge granted an

additional continuance, but this action did not occur; a fine was levied in September; corresponded with one of the owners regarding potentially lining the defective pipe from our municipal main; because this case was not appealed and no additional progress has been noted, new citations have been filed; however, in the interim, one of the owner's passed away, and the case was dismissed against the other party due to impending foreclosure action; **follow-up action:** awaiting legal opinion before filing an appeal.

- i. 3861 Hilpert- owner of adjacent half of duplex reported structurally defects at the site; evaluated and noted foundation in need of repair; violation notice issued and citation filed for failure to respond; at an August magistrate hearing, owner claimed that an engineer had previously assessed and found no hazards, but judge required presentation of more recent evidence; no new documentation was offered at the November hearing, and the owner was found guilty in December; because no additional action has been taken, another round of citations have been filed; **follow-up action:** awaiting hearing date.
- j. 287 Greenlee- single family home has been boarded since fire damage in January; finally received contact from an insurance adjuster; aware of a landlord who is seeking to purchase and put this individual in touch with the owner if he chooses not to rebuild; owner continues to vacillate as to his intentions and previously indicated that he was contracting with an engineer to determine if he could rebuild using existing foundation; owner was also advised of interior debris in the driveway, but, since no action was taken, DPW was asked to assist; discovered that the owner's phone is now disconnected and that he appears to be taking no action; violations were issued, and a maximum number of citations will be issued due to structural conditions; conversed with owner in December, and he stated his interest in selling to the interested buyer; **follow-up action:** awaiting results of negotiations.
- k. 240 Owendale- fence was discovered to have been erected without a permit in 2015; owner subsequently filed for a permit, but this document was not issued due to survey evidence that the fence was constructed over the property line; after providing numerous opportunities to comply, a citation was filed, and a guilty verdict was adjudicated at the magistrate; property owner hired an attorney and filed an appeal to Common Pleas Court; upon receiving contact from the solicitor, indicated that a settlement could be reached; **follow-up action:** awaiting legal opinion on how to proceed.
- l. 229 & 247 Conson sewers- received previous documentation from DPW about potential defects in an above grade section of sewer that drains these properties; after issuing violation notices, contacted Allegheny County Health Department for additional assistance but received no reply; due to lack of owner response, citations were filed; the owner of 247 Conson has completed the necessary work; **follow-up action:** awaiting magistrate hearing against owner of 229 Conson.
- m. 3841 through 3847 Delco sewers- as part of the Viking Way sewer rehabilitation project, alerted to significant groundwater infiltration from a pair of duplexes; made contact with the separate owners of 3845 and 3847 regarding a collapse that is located approximately 10 feet from the main line; owner of 3841 and 3843 indicated that a hot water tank had recently burst, but determined from Gateway Engineers that the intrusion preceded this incident; laterals will be bypassed, to main line repairs to be completed; the Borough has proposed to excavate on the subject properties and install a site tee, which would also afford the owners easier access to the defective lines; to date, however, the requisite easements have not been signed; **follow-up action:** if easements are not received, the Borough will use an alternate method to upgrade Viking Way, and citations will be filed to mandate repair.

D. Rental Property Program

MTD

YTD

1. Rental units inspections (initial and follow-up):42.....1,983 (since 5-13)
2. 2017 program fees collected\$ 4,620
3. Registration documentation has been mailed. Letters were also issued to the owners of several properties that sold in 2016 to request that a rental license be acquired.
4. Identified eight new other-than-owner occupied properties. To date, one has been confirmed to qualify for an exemption, while a second has been subject to initial inspection.

E. Sewer Lateral Inspection Program

1. Defective private laterals discovered 164 (since 5-14)
2. Properties sold utilizing escrow process 24 (since 5-14)
3. Damaged wye connections/sewers under public streets discovered..... 20 (since 5-14)

F. Sidewalk Restoration Program

1. As of the end of January, applications were received from 52 of the 96 eligible property owners that abut Clermont Avenue, Brentwood Avenue, and Bookman Avenue. Two owners have indicated that they will privately perform repairs in the spring. A second round of notices will be issued in February.
2. Citations will be filed in March against the 12 property owners who did not make sidewalk repairs along the Brownsville Road corridor. One individual still has not made the requisite improvements from the Greenlee Road pilot project. This individual was previously found guilty, but no further action was taken. A new citation will also be filed this spring.

G. Other Departmental Programs

1. Handicapped parking- 2017 renewal forms have been issued. One space will be removed due to death of the permit holder. Two individuals did not submit their applications by the deadline, and final notices were mailed.
2. Amusement devices- 2017 renewal forms were issued.
3. Disruptive conduct- no new reports filed.
4. CLEAN-UP Detail- no update.

H. Boards/Commissions

1. Planning Commission:
 - a. At its January meeting, the body heard a request for a conditional use permit for a home occupation business. The proposal nail salon was recommended for approval

contingent upon parking, signage, hours of operation, and buffer yard restrictions.

- b. At the January meeting, the board also reviewed the amended site plan for the Brentwood Park and recommended approval of the same.
- c. Several phone calls were fielded from an individual proposing to operate a daycare. Such business is only permitted as a conditional use. The prospective applicant is currently working with a contractor to develop site drawings, and it is anticipated that a meeting will be held in March or April to review.

2. Zoning Hearing Board

- a. No meeting was held in January, and no meeting is scheduled for February.

I. Department Administration

1. Phone calls: 214
2. Working to implement new GIS-based code software, as provided by Gateway Engineers. GeoPlan is no longer active and is utilized only for historical data. A meeting will be held in February to discuss additional needed improvements to this program.

J. Development Updates

1. Occupancy inspections were completed at the site of the former pool hall. This space will be used as an ethnic meeting and community center.
2. The Kirby Vacuum store, a longtime Brentwood business, received an occupancy permit to relocate to a larger space in the same plaza.
3. Meeting with the tenant at the Marathon station to discuss a proposed used car lot. Such business would be permitted by utilizing the currently vacant second floor space as an office. Several site improvements, such as lot striping, would be required.

K. Other Items

1. E. Peccon training on AccuFund software. Completing additional items, such as adjustments and cash receipts.
2. E. Peccon reviewing data for closed sewage accounts and performing the required transfers and processing necessary refunds.
3. E. Peccon worked with Software Systems on several billing alterations.
4. E. Peccon reviewing weekly sewage data.
5. E. Peccon updated meeting agendas and drafted resolutions for Council approval.
6. E. Peccon performed website administration.
7. E. Peccon issued invoices and lien notifications for property maintenance bills.
8. E. Peccon generated purchase orders and invoices.
9. E. Peccon compiled deposits.
10. E. Peccon completed summary of departmental operations for public relations pieces through CONNECT.
11. E. Peccon completed Banner Communities application.
12. E. Peccon drafted easements for sewer project.



THE BOROUGH OF BRENTWOOD

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PUBLIC WORKS MONTHLY REPORT FOR JANUARY 2017

The Christmas decorations were removed from the building, light poles and also removed the light up night tree. The windows were cleaned, two urinals in police department were repaired and the bench located in front of the library was replaced with a spare bench that was sanded and coated with polyurethane. 6 new garbage can lids were replaced along Brownsville.

1 Handicap spot was removed from 3209 Kestner, Ped X-ing sign replaced on Brownsville at West Francis, stop sign and post at Greenlee at Kestner was repaired, stop signs located located at: 2-Pyramid @ Brevard, Glendale @ Catskill, Catskill @ Spangler replaced.

Cold asphalt patching was completed throughout the borough using 5 tons of material; Wanley road was graded and patched.

The sweeper was used for 50 man hours to sweep the roadways and 20 hour used for maintenance. 4 yards of material was picked up. We also picked up leaves in areas where the sweeper would not fit.

There were 9 occasions used for snow removal and also salting/shoveling the walkways. 300 tons of salt was ordered and put away. 600 tons were ordered the season and 300 are remaining for the SHACOG quota.

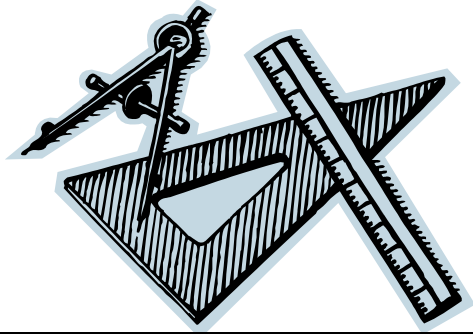
The trucks and high lift were cleaned after snow events and greased when needed.

Storm pipes were checked after heavy rains and inlets cleaned. Sanitary manhole inspections were started along with verifying the segment length on specific lines which had a conflict with CCTVing.

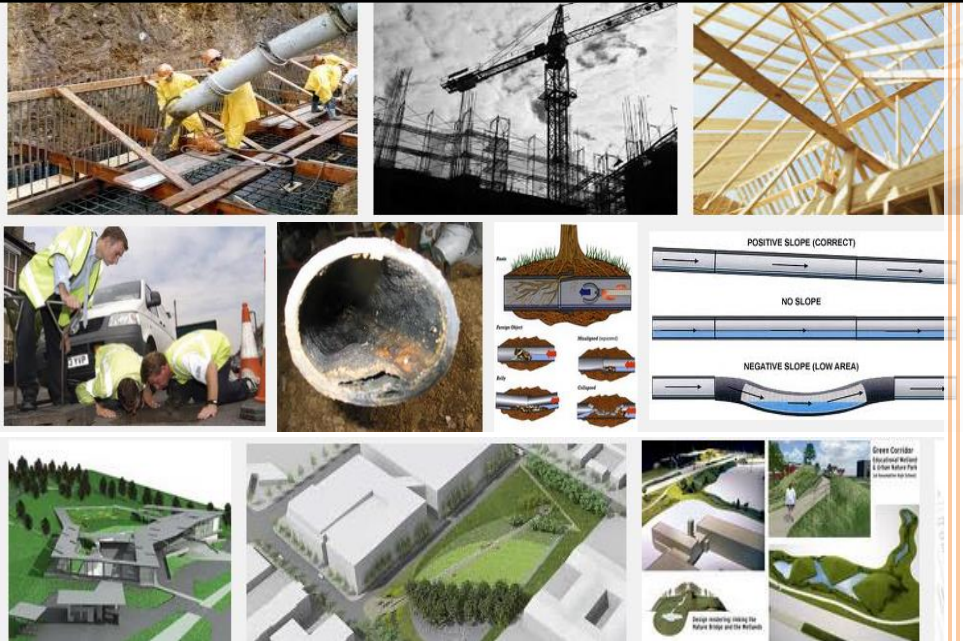
PARK: A water line shut off valve was repaired near the hockey area, a spot light was added to the civic center, 3 older cameras not hooked up were removed per police department (one can be added to the police dept. system the other 2 will be looked at to see if we can use at the DPW building), winter maintenance was started on the equipment, the main drain room in the bath house was cleaned along with the 2nd and 3rd room of the park office (scrap metal was taken for recycling), leaves picked up, playground blown off semiweekly basis, a bar was constructed for the civic center and was cleaned after events (Zumba, PALS).

Respectfully submitted,
Robert Mackewich

January 2017				MONTHLY TIME REPORT															
LABOR TASKS	WEEK 1		WEEK 2		WEEK 3		WEEK 4		WEEK 5		WEEK 6		MONTHLY						
	REG.	OT	REG.	OT	REG.	OT	REG.	OT	REG.	OT	REG.	OT	REG	OT					
BOROUGH BUILDING	22	-	27	-	25	-	35	-		-	-	-	109	-					
CIVIC CENTER	4	-	16	-	40	-	47	-	2	-	-	-	109	-					
LABRARY MAINTENANCE	12	-	15	-	17	-	17	-		-	-	-	61	-					
PARK MAINTENANCE	59	-	38	-	68	-	54	-	2	-	-	-	221	-					
PAVING AND PATCHING	-	-	28	-	35	-	46	-	-	-	-	-	109	-					
ROAD CLEANING	14	-	32	-	-	-	4	-	-	-	-	-	50	-					
RIGHT-OF-WAYS	-	-	4	-	54	-	16	-	-	-	-	-	74	-					
SCHOOL MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
SNOW REMOVAL	52	32	67		-		-				-	-	119	32					
SANITARY SEWERS	-	-	25	-	1	-	45	-	8	-	-	-	79	-					
STORM SEWERS	6	-	16	-	-	-	-	-	-	-	-	-	22	-					
SOLID WASTE MANAGEMENT	8	-	10	4	6	-	12	-	4	-	-	-	40	4					
TRAFFIC MARKINGS	23	-	1	-	8		20	-	-	-	-	-	52	-					
VECHICLE/EQUIPMENT	77	-	42	-		-	40	-		-	-	-	159	-					
TOTAL WORK HOURS	277	32	321	4	254	-	336	-	16	-	-	-	1,204	36					



BRENTWOOD BOROUGH ENGINEERING REPORT



Prepared By: Vitali Alexandrov

Period: January, 2017

BRENTWOOD BOROUGH ENGINEERING REPORT

2016 CIP Financial Statement (YTD)

BUDGET	01-GENERAL FUND PROJECTS ENGINEERING	BUDGETED	AWARDED	YTD	(%) COMPLETE	REMAINING
01 408-313	ENGINEERING SERVICES - GENERAL					
01 408-313		\$ -	\$ -	\$ -		
01 408-313	MS4	\$ 15,000.00	\$ 25,000.00	\$ 20,382.92	82%	\$ 4,617.08
01 408-313	Miscellaneous Grants	\$ -	\$ -	\$ -		
01 408-313	Miscellaneous Engineering	\$ 10,000.00	\$ 10,000.00	\$ 9,482.11		\$ 517.89
01-414-313	Miscellaneous Engineering Reimbursable	\$ 11,000.00	\$ 11,000.00	\$ 981.75	95%	\$ 10,018.25
		\$ 36,000.00	\$ 46,000.00	\$ 30,846.78		\$ 15,153.22

BUDGET	08-SEWER FUND PROJECTS ENGINEERING	BUDGETED	AWARDED	YTD	(%) COMPLETE	REMAINING	NOTES
08 429-313	ENGINEERING SERVICES						
08 429-313	Feasibility Study	\$ 5,000.00	\$ 5,000.00	\$ 20,377.97	408%	\$ (15,377.97)	
08 429-313	Operations and Maintenance Plan (Work Auth.)	\$ 105,000.00	\$ 105,000.00	\$ 111,677.95	106%	\$ (6,677.95)	
08 429-313		\$ -	\$ -	\$ -			
08 429-313	Miscellaneous	\$ 5,000.00	\$ 5,000.00	\$ 7,535.00	151%	\$ (2,535.00)	
08 429-313	Intern	\$ 7,000.00	\$ 7,000.00	\$ -	0%	\$ 7,000.00	
08 429-610	Engineering Capital Construction, Viking, Bretwood	\$ 30,000.00	\$ 17,000.00	\$ 22,006.24	73%	\$ (5,006.24)	
08 429-313	Flow Isolation Study	\$ 33,000.00	\$ -	\$ 824.00	2%		
		\$ 185,000.00	\$ 139,000.00	\$ 162,421.16		\$ (22,597.16)	

BUDGET	08-SEWER FUND PROJECTS CONSTRUCTION	BUDGETED	AWARDED	YTD	(%) COMPLETE	REMAINING	NOTES
08 429-372	O & M PLAN	\$ -	\$ -	\$ -	0%		
08 429-372	CCTV	\$ 35,000.00	\$ 71,850.00	\$ 28,046.78	39%	\$ 43,803.22	this is 3 years contract
08 429-372	Point Repair/Manhole Repair Dig	\$ 110,000.00	\$ 693,290.00	\$ 157,242.01	23%	\$ (583,290.00)	this is 3 years contract
08 429-372	Spot Lining	\$ 250,000.00	\$ 148,550.00	\$ 98,471.30	66%	\$ 101,450.00	
08 429-372	Special Repairs	\$ 25,000.00	\$ -	\$ -		\$ 25,000.00	
08 429-610	Capital Construction, Bretwood	\$ 118,802.00	\$ 2,136.25	\$ 2,136.25	2%	\$ 116,665.75	
08 429-610	Viking Drive	\$ 200,000.00	\$ 27,700.00	\$ -		\$ 27,700.00	
08 429-372	Preventative Maintenance	\$ 40,000.00	\$ 29,925.00	\$ -	0%	\$ 10,075.00	this is 3 years contract
08-429-372	Emergency Repairs	\$ 20,000.00	\$ 12,000.00	\$ -	0%	\$ 8,000.00	
08-429-372	Miscellaneous	\$ 10,000.00	\$ -	\$ -	0%	\$ 10,000.00	
08-429-372	MH-MH Lining	\$ -	\$ 358,350.00	\$ -		\$ 358,350.00	this is 3 years contract
		\$ 690,000.00	\$ 1,460,467.00	\$ 285,896.34		\$ 117,753.97	

BUDGET	18- CAPITAL IMPROVEMENT PROJECTS CONSTRUCTION/	BUDGETED	APPROVED	WORK AUTH/AWARDED CONTRACT	YTD	(%) COMPLETE	REMAINING	NOTES
	ENGINEERING							
18-409-313	ENGINEERING SVCS for New Borough Building	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ 10,000.00	
18-439-313	ENGINEERING SVCS	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	0%		
		\$ -	\$ -	\$ -	\$ -			
18-414-313	ENGINEERING-SVC 2014 RT. 51 OVERLAY DISTRICT	\$ -	\$ -	\$ -	\$ -			
18-433-700	ARLE Traffic Signals	\$ 162,000.00	\$ 162,000.00	\$ 162,000.00	\$ 10,030.12	6%	\$ 151,969.88	
18-446-313	Gateway Engineer's Support Storm/TMDL	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 2,304.00	23%	\$ 2,696.00	
18-439-619	2016 ROADWAY PAVING Engineering Design	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 26,628.16	107%	\$ (1,628.16)	
18-439-619	PAVING PROGRAM	\$ 700,000.00	\$ 700,000.00	\$ (49,849.00)	\$ 12,128.13	2%	\$ (61,977.13)	
	Dauphin Ave	\$ 234,978.00	\$ 234,978.00	\$ 261,010.00	\$ -	0%		
	Contract A			\$ 210,401.30	\$ 149,092.46	63%		
	Contract B			\$ 453,861.70	\$ -	0%		
	Contract C			\$ 18,340.00	\$ 19,804.17	108%		
	Arlea duction			\$ 33,000.00	\$ -			
	Baldwin Invoice			\$ 14,210.00	\$ -			
	PAW Reimbursement			\$ (240,974.00)	\$ -		\$ (240,974.00)	
				\$ -	\$ -			
			\$ -	\$ -	\$ -			
18-407-455	GIS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	143%	\$ 10,000.00	
18-439-610	Sidewalk Brownsville	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ 50,000.00	
		\$ -	\$ -	\$ -	\$ -			
		\$ -	\$ -	\$ -	\$ -			
		\$ 1,211,978.00	\$ 1,211,978.00	\$ 979,500.00	\$ 219,987.04		\$ (122,413.41)	

Monday 12-23-16 to Tuesday 1-2-1 Vacation

Tuesday 1-3-17

1. Responded to multiple emails
2. DPW general tasks, scheduled project to repair water line leak at the park.
3. Filed projects documents, created and set project folders on the server.
4. Possessed street excavation permits.

Wednesday 1-4-16

1. Responded to multiple emails
2. Responded to multiple phone calls: 724-494-0280, 412-921-4030, 717-273-7995, 484-8841500,
3. Possessed street excavation permits.
4. Processed final pay application related to 2014 Sewer Contract

CONTRACTORS APPLICATION FOR PAYMENT

TO OWNER:
Borough of Brentwood
3624 Brownsville Road

PROJECT:
Brentwood Borough 2014 Sewer Repair
Contracts - Contract B - Lining

APPLICATION NO.:	3 Final
APPLICATION PERIOD:	August 14, 2015 thru December 31, 2015
APPLICATION DATE:	October 5, 2016

FROM CONTRACTOR:
Jet Jack Inc.
5020 Thoms Run Road
Oakdale, PA 15071

VIA ENGINEER:
The Gateway Engineers, Inc.
400 Holiday Drive, Suite 300
Pittsburgh, PA 15220

PROJECT NUMBERS: Engineer's: C-40094-1405
Contractor's:
Owner's:

CONTRACTOR'S APPLICATION FOR PAYMENT

See the attached continuation sheet(s)

- | | | |
|--|----|--------------|
| 1. ORIGINAL CONTRACT PRICE | \$ | \$105,360.00 |
| 2. Net change by Change Orders | \$ | \$0.00 |
| 3. CURRENT CONTRACT PRICE (Line 1 ± 2) | \$ | \$105,360.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate) | \$ | \$56,260.50 |
| 5. RETAINAGE: | | |
| a. 0 % of Work Completed (\$ 56260.5)= | \$ | \$0.00 |
| b. 0 % of Materials Stored (\$ 0)= | \$ | \$0.00 |
| c. Total Retainage (Line 5a + Line 5b) | \$ | \$0.00 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) | \$ | \$56,260.50 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | \$ | \$23,496.75 |
| 8. AMOUNT DUE THIS APPLICATION | \$ | \$32,763.75 |
| 9. BALANCE TO FINISH CONTRACT (Line 3 - Line 4) | \$ | \$0.00 |

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work are not otherwise lost or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, claims, interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

CONTRACTOR

By _____ Date: _____

ENGINEER'S CERTIFICATION

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 32,763.75

(Line 8 or other - attach explanation of other amount)

ENGINEER:

By: [Signature] Date: 11/17/10

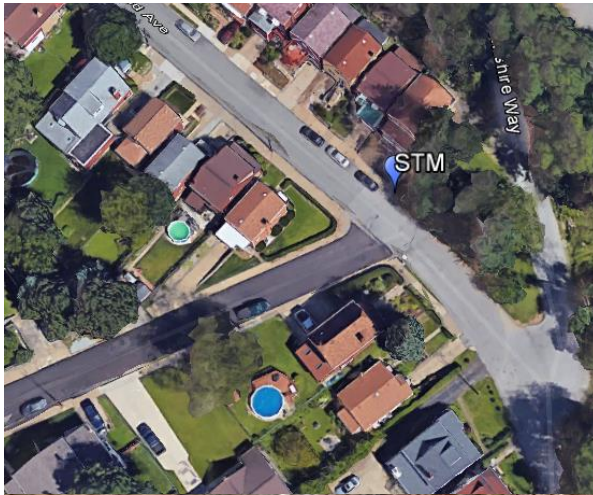
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY		
Number	Additions	Deductions
Totals		
Net Changes	\$0.00	

Thursday 1-5-16

1. Responded to multiple emails
2. Prepared monthly engineering report.
3. Responded to multiple phone calls-
4. Worked on 2016 Viking Drive project: scheduled the meeting with Peoples Gas, Gateway engineers and Roto- Rooter to discuss and finalize future project construction approach due to discovered 24" HPGL located at the same elevation as designed/proposed sewer line.
5. Worked on 2016 Sewer Contract A QC-ed project quantities installed.
6. Met contractor Roto-Rooter to discussed pay application and review the inlets that were installed on my absence. The following inlets were installed/replaced.

Brentwood Ave.



Hillman



Weekly Engineering Activities

Friday 1-6-17

5. Responded to multiple emails
6. DPW general tasks, scheduled project to repair water line leak at the park.
7. Continued to on 2016 Sewer Contract A QC-ed project quantities installed. Sent discrepancies to gateway engineers.

[illegible]

8. Possessed street excavation permits.

Monday 1-9-17

1. Responded to multiple emails
2. DPW general tasks, scheduled project to repair water line leak at the park.
3. Possessed street excavation permits.
4. Residents complains: resident requested to spread more salt at Dalewood and Shedyway locations due to active sump pump and freezing conditions.

Tuesday 1-10-17

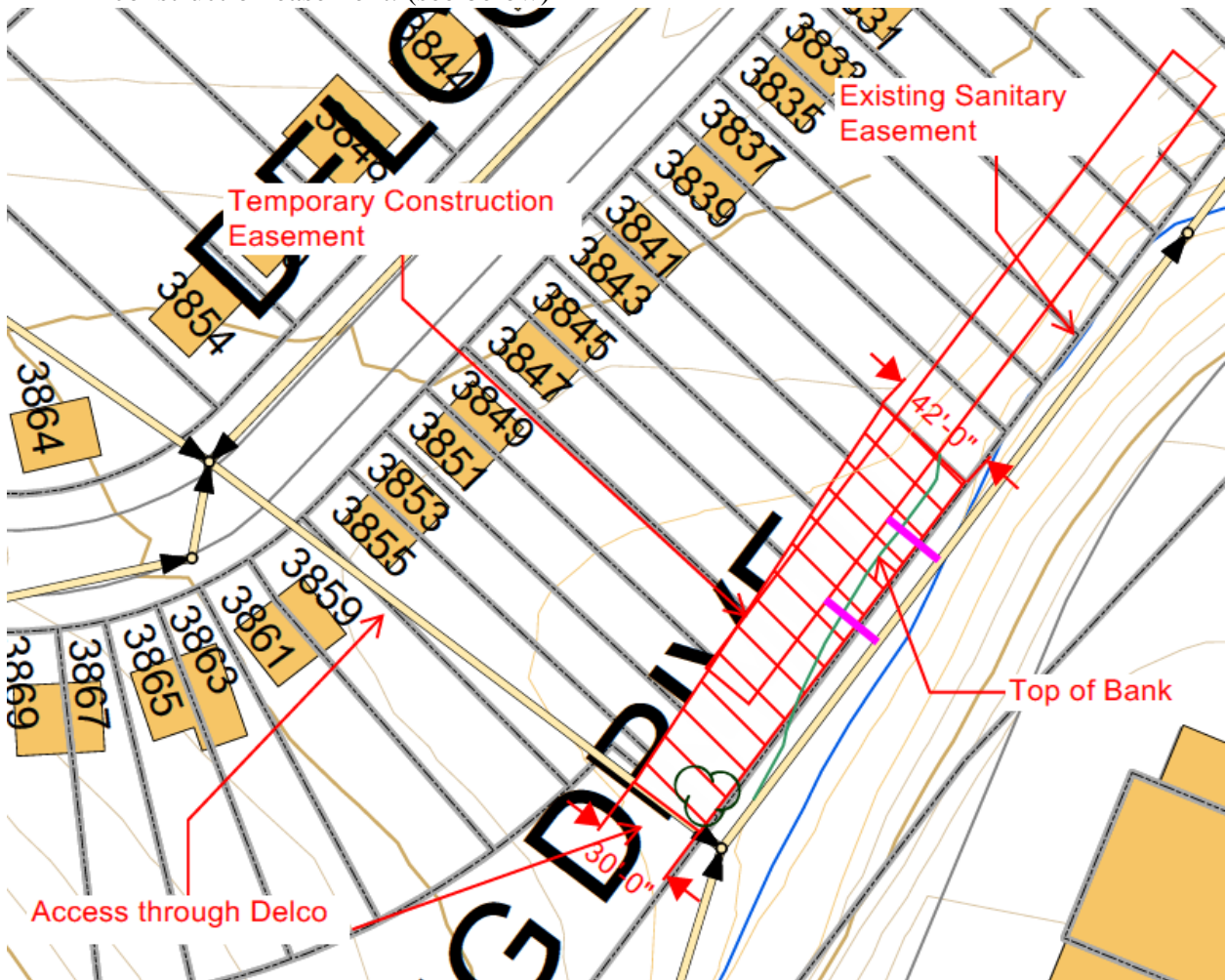
5. Responded to multiple emails
6. DPW general tasks (refer to DPW weekly report)
7. Performed sanitary sewer manhole inspections.
8. Possessed street excavation permits.

Wednesday 1-11-16

5. Responded to multiple emails
6. Responded to multiple phone calls:
7. Possessed street excavation permits.
8. Completed self-evaluation form for annual performance review.
9. DPW general tasks (refer to DPW weekly report)
10. Performed sanitary sewer manhole inspections.

Thursday 1-12-16

7. Responded to multiple emails
8. Prepared monthly engineering report.
9. Responded to multiple phone calls-
10. Worked on 2016 Viking Drive project: worked with Eric Peccon on temporary construction easement. (see below)



1. DPW general tasks (refer to DPW weekly report)

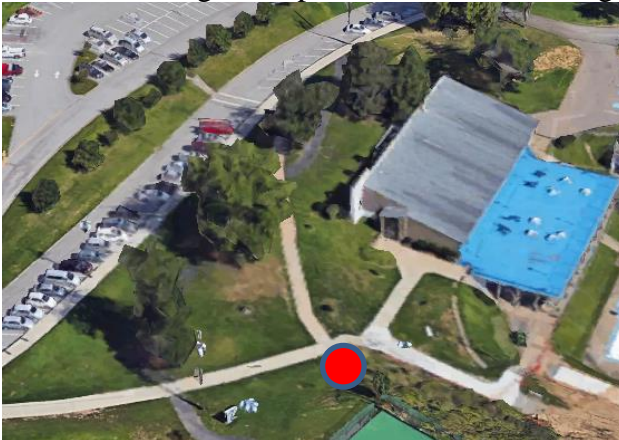
Friday 1-13-17 OFF Personal Day

Monday 1-16-17

9. Responded to multiple emails
10. DPW general tasks, scheduled project to repair water line leak at the park.
11. Possessed street excavation permits.
12. Responded to resident phone calls and requests: 412-697-0268, 412-480-5356 regarding properties 3855 Delco Ave. The landlord had questions and concerns related to concrete driveway that been used by contractor as an entrance to the job site. The borough assured landlord that this particular driveway will be replaced by the contractor at the end of the project.

Tuesday 1-17-17

1. Responded to multiple emails
2. DPW general tasks (refer to DPW weekly report)
3. Met Jim Anttanucci to discuss installation of additional lights at the Civic Center by the steps (see below). Worked with Duquesne Light and requested installation of the light. As per DL: an additional light will be installed within 4-5 weeks.



4. Performed storm sewer inlets inspections.
5. Possessed street excavation permits.
6. Attended at the meeting with Jackie Karkowsky Director of property management to discuss several issues related to road surface management: paving, plowing, salting. Sewer know issues sanitary and storm sewers, catch basin replacement and rehabilitation.

Wednesday 1-18-16

11. Responded to multiple emails
12. Responded to multiple phone calls:
13. Possessed street excavation permits.
14. Completed self-evaluation form for annual performance review.
15. DPW general tasks (refer to DPW weekly report)
16. Attended at annual performance evaluation.
17. Performed storm sewer inlets inspection.

Thursday 1-19-16

11. Responded to multiple emails
12. Prepared monthly engineering report.
13. Attended at webinar related to DPW operations management. NOTE: wan't helpful, the host has been trying to sell the software WebPWE throughout the session.
14. Responded to multiple phone calls-
15. DPW general tasks (refer to DPW weekly report)
16. Prepared an agenda for gateway to discuss at weekly conference call. (see below)

2016 Paving Project

Contract A

- a. Punchlist Item – restoration on Brownsville Rd

Contract B and Dauhing

- a. No pay apps from Morgan

Sewer

Contract A – storm sewer inlets replacement. The borough will provide updates

Project q-ty installed follow up with gateway

Contractor needs next pay app.

GIS – MH inspection forms and tracking

MS4/TMDL- audit and general updates, permit updates.

Updates from gateway regarding 2017 projects and schedule.

Friday 1-20-17

13. Responded to multiple emails
14. Worked on Viking Drive project, sent email and video files to the home owners.
15. Possessed street excavation permits.
16. DPW general tasks (refer to DPW weekly report)
17. Attended at holiday lunch with gateway engineers

Monday 1-23-17

1. Responded to multiple emails
2. DPW general tasks (refer to DPW weekly report)
3. Worked on 2016 Sewer project close out.
4. Responded to resident phone calls and requests: 412-512-2311
5. Worked with Penn American Water regarding 2017 street paving projects.

Tuesday 1-24-17

7. Responded to multiple emails
8. DPW general tasks (refer to DPW weekly report)
9. Attended at the meeting with gateway engineers to discuss 2016 CIP and sewer projects, outstanding issues for each project. Discussed future opportunities and lesson learned from 2016 project management.
10. Possessed street excavation permits.
11. Worked on 2016-2017 sewer projects (reviewed and revised sewer segment for 2017 CCTV contract)

Wednesday 1-25-16

18. Responded to multiple emails
19. Responded to multiple phone calls:
20. DPW assigned sewer segments length field verifications. general tasks Attended at annual performance evaluation.
21. Continued to work on 2016-2017 sewer projects (reviewed and revised sewer segment for 2017 CCTV contract, reviewed multiple outstanding segments with level 5 defects and identified repairs, revised sewer segments for 2017 preventative maintenance contract)

Thursday 1-26-16

17. Responded to multiple emails

18. Attended at pre construction meeting with State Pipe related to 2017 Preventative maintenance contract.
19. Responded to multiple phone calls- 412-606-3470, 412-561-1946
20. Placed multiple phone calls to the residence that been effected by Viking Drive sewer repair projects. Scheduled field trip and conference calls with Philip Khoury, Brendon Renzi.
21. Prepared an agenda for gateway to discuss at weekly conference call. (see below)

2017 Paving Project

Genetral Updates from Gateway, project contract draft status.

2017 Sewer

Contract A – pay app #2 status

CCTV – updated maps for contractor

Viking Drive

Brentwood Ave

Friday 1-27-17

18. Responded to multiple emails
19. Hosted conference call with Gateway engineers to discuss project and projects items, updates, and schedule.
20. Worked on Viking Drive project, sent email and video files to the home owners, followed up with home owners regarding temporary construction easements.
21. Possessed street excavation permits.
22. DPW general tasks (refer to DPW weekly report)
23. Met the contractor Osiris Enterprises to discuss grading of field #4 project. I have supplied the contractor with contract defined scope of work.
24. Responded to resident phone calls and requests: 412-651-6769, 412-427-6820- sewer issue on 3772 Woodraw ave. DPW crew dye testes two sanitary manholes on Woodraw ave, based on the performed dye test the borough determined the main line in is good condition.

Monday 1-30-17

6. Responded to multiple emails
7. Worked on 2017 Sewer project.
8. Worked on Viking Drive project- met Brendon Renzi at the job site to explain the borough's approach of installing the liner in the main line. Brandon would like to install brand new coming lateral from the house 3841/3843 Delco Ave. and connect this lateral at the trench. The trench will be excavated by the contractor to intercept the flow coming from the sewer lateral.
9. Responded to resident phone calls and requests: 412-741-6600

Tuesday 1-31-17

12. Responded to multiple emails
13. DPW scheduled four meetings in 2017 with SHACOG
14. Attended at the meeting with gateway engineers to discuss 2016 CIP and sewer projects, outstanding issues for each project. Discussed future opportunities and lesson learned from 2016 project management.
- 15.** Responded to resident phone calls and requests: 412-925-4701
16. Worked on 2016-2017 sewer projects (reviewed and revised sewer segment for 2017 CCTV contract)
17. Worked with Duquesne Light regarding installation of the light by the set of steps accros from the Civic center. The DL representative scheduled field visit to the park to asses pole condition.



February 17, 2017
C-40000-2016

REPORT TO: Brentwood Borough Council
George Zboyovsky, P.E., Borough Manager
Mary Lou Garase, Administrative Assistant

FROM: Jennifer J. Slagle, P.E., Borough Engineer
Ruthann L. Omer, P.E., Municipal Liaison

SUBJECT: Engineers Report for February 2017 Meeting

CC: Dennis Troy, Mayor
Bob Mackewich, Public Works Supervisor

C-40000-2017 General Fund

No Current Projects.

O&M SANITARY SEWER FUND RELATED PROJECTS

C-40094 Consent Order Operation and Maintenance

08.429.372 (Construction Costs)

08.429.313 (Engineering Fees)

2017 Operations & Maintenance Tasks

As directed by Brentwood Borough, Gateway is assisting the Borough in complying with the requirements of their approved Consent Order Operations & Maintenance Plan Year 7. Gateway continues to work with the Borough to efficiently execute the projects while incorporating Borough staff in completing tasks.

2017 O&M Engineering Budget

Work Authorization Approved (12/12/16): \$ 115,000.00

Work to Date (as of 02/06/17): \$ 17,547.25

Remaining: \$ 97,452.75

-1700 – General

Project Manager: Dennis J. Flynn, P.E.

Gateway has worked with the Borough to perform any general tasks as required in the O&M Plan. Gateway met with George and Vitali in October 2016 to review the 2016 O&M tasks and any lessons learned which could provide efficiency in 2017. A kickoff meeting was also held at the

Gateway offices on January 24, 2017 to evaluate the current proposed O&M projects and the proposed tasks to be performed.

The O&M plan updates are being finalized. The initial 5-year audit has been performed and changes are being made in accordance with the audit previously performed with Vitali and Bob Mackewich. An audit report and the necessary updates to the O&M Plan have been prepared. The updated O&M plan will be reviewed with the Borough once completed and will be sent to the ACHD.

-1701 – Preventative Maintenance

Project Manager: Dennis J. Flynn, P.E.

Preventative Maintenance Contract – Gateway worked with Borough staff to prepare the list of sanitary lines to be included in the contract. The contract specifications were prepared for bidding and the bid opening date was November 11, 2016. The contract was awarded to State Pipe Services in the amount of \$29,925.00 with options to renew the contract for 2 additional years. The preconstruction meeting was held with the contractor and the initial proposed work order mapping and list have been provided to the contractor. The contractor is expected to begin in late February.

-1602– Manhole Inspections

Project Manager: Jennifer Slagle, P.E.

Gateway prepared the list of manholes to be performed by the Borough for the 2016 O&M Plan as well as preparing the list for the next 5 years of the O&M plan and provided the map to the Borough. The Borough is using the GIS cloud to track the inspections. Gateway will work with Borough staff to identify any issues with the inspection process. Once the inspections are completed, Gateway will QA/QC the inspections.

-1703 – CCTV (See Borough Staff Report)

Project Manager: Dennis J. Flynn, P.E.

Roto-Rooter continues to perform the CCTV work and has additional data to submit from 2016 field orders under the 2016 contract. Data submissions will be reviewed by the Borough with assistance from Gateway. The contractor was expected to complete the CCTV contract by the end of 2016 and we are awaiting a data submission to determine the quantity completed. Proposed repairs were developed and reviewed by Gateway and are to be assigned to their proper contracts. Additional data and pay applications will be reviewed by both Vitali and Gateway.

The change order has been prepared in order to accept the renewal of the CCTV contract for 2017. The initial field order work is being developed for the 2017 CCTV to ensure compliance with the O&M plan and to complete priority CCTV under roads to be paved in 2017. A pre-construction meeting is expected to be setup for the week of 2/20 and the initial field order mapping and lists are expected to be provided at that meeting. Additional CCTV may be added to the contract throughout the year as needed.

DRAFT

-1705 –Defect and Specialized Repairs (See Borough Staff Report)

Project Manager: Dennis J. Flynn, P.E.

Excavation Repair Contract:

Roto-Rooter continues to work on excavation repairs in the Borough. Identified repairs will be performed and additional repairs will be reviewed based on the on-going CCTV.

The contractor completed the 6 repairs remaining from the initial work order and an additional 6 storm water repairs which were added by the Borough. Pay application 2 was prepared and reviewed by the Borough and Gateway and is ready for execution.

The change order has been prepared in order to accept the renewal of the excavation contract for 2017. The initial field order work is being developed for the 2017 excavation repairs to maintain compliance with the O&M plan and to complete priority repairs under roads to be paved in 2017. A pre-construction meeting is expected to be setup for the week of 2/20 and the initial field order mapping and lists are expected to be provided at that meeting. Additional repairs may be added to the contract throughout the year as needed.

Spot Lining Repair Contract:

State Pipe Contracting completed their 2016 proposed repairs and the final pay application was executed.

The change order has been prepared in order to accept the renewal of the spot lining repair contract for 2017. The initial field order work is being developed for the 2017 spot lining repairs to maintain compliance with the O&M plan. A pre-construction meeting is expected to be setup for the week of 2/20 and the initial field order mapping and lists are expected to be provided at that meeting. Additional repairs may be added to the contract throughout the year as needed.

MH-MH Lining Repair Contract:

Fast Pipelining East was awarded the contract for MH-MH Lining starting in 2017 with an option to renew the contract in 2018 and 2019. Due to a change in the company, revisions to the award and execution of the contract are being made with supervision of the solicitor. Once the contract is executed, a pre-construction meeting is expected to be setup for the week of 2/20 and the initial field order mapping and lists are expected to be provided at that meeting. Additional repairs may be added to the contract throughout the year as needed.

-1707 –Reporting and Compliance

Project Manager: Dennis J. Flynn, P.E.

The Borough reviewed the O&M plan tasks with Gateway in order to identify any additional tasks required by the O&M plan. Reporting is being prepared for work completed in 2016 to be submitted in March 2017 to verify that work is being performed to maintain compliance.

-1708 –Mapping and Database Maintenance

Project Manager: Dennis J. Flynn, P.E.

Gateway will perform mapping updates based on changes found in the sanitary and storm system by way of new CCTV review and field analysis. Gateway will continue to update the mapping and databases as additional information becomes available.

C-40164-0001 Viking Drive and Brentwood Avenue Sanitary Sewer Repair Project

Project Manager: Jennifer Slagle, P.E.

Contract A – Viking Drive work by Independent Enterprises has been delayed due to groundwater infiltration from private laterals and wet weather. Gateway and Borough staff are working with the contractor to resolve field issues in private laterals delaying the installation of the liners. The Borough is currently working on temporary easements required to perform construction activities to mitigate the infiltration in the private laterals prohibiting installation of the liner. Gateway and Borough staff met with Independent Enterprises to discuss additional construction options due to delays in obtaining all of the required temporary easements. We will update the Borough on the schedule, since success of the project is weather dependent.

Contract B – Brentwood Avenue work was started by Roto Rooter. Borough staff met with the gas company to discuss the conflict with a 24 inch high pressure gas line. The gas line will not be relocated. The project will be adjusted to make the repair and avoid the conflict with the gas line.

C-40048-2017 – Pavement Maintenance Project – 2017

Project Manager: Joseph H. Sites, P.E., MBA

The draft specifications have been provided to the Borough Staff Engineer for review and comment. These specifications were developed from the provided list of proposed roads for the 2017 Pavement Maintenance Program. We are anticipating advertisement for the project on February 23, 2017 and March 2, 2017 with a bid opening of March 10, 2017. This will enable the project to be awarded at the March Council Meeting.

Engineering Budget

Work Authorization Approved:	\$ 20,000.00
<u>Work to Date:</u>	<u>\$ 3,000.00</u>
Remaining:	\$ 17,000.00

C-40156-0005 – GIS Data Migration

Project Manager: Ryan R. Berner, GISP

We have implemented capabilities in the Borough's GIS for tracking permits, code enforcement efforts, and tax parcel sale and associated sewer lateral inspections. In addition we have provided the capability

for the Borough to develop letters and for permit approval, code enforcement violations, and dye test inspections as well as keep a digital archive of the letters sent.

We met with the Code Enforcement staff to review and present the capabilities in order to allow for Borough usage of the system.

We are coordinating a meeting with the Borough for the week of February 20th to discuss historical record implementation from GeoPlan.

Engineering Budget	
Work Authorization Approved:	\$ 10,000.00
<u>Work to Date:</u>	<u>\$ 9,651.50</u>
Remaining:	\$ 348.50

C-40158-0002 - ARLE Grant

Project Manager: Michael J. Haberman, P.E., PTOE

All work associated with this contract is complete. The new traffic signal was activated on Monday, January 9, 2017 and the old signal and signal equipment was removed. A final inspection was performed by representatives of Gateway and PennDOT on Friday, January 13, 2017. There are no punchlist items or issues that need to be resolved. At the time of the inspection, the signal timings and controller parameters were verified to be in compliance with the design, and the emergency vehicle preemption system was tested and determined to be property operating. Final invoicing will be submitted by the contractor and should be processed by the borough upon receipt.

Work Authorization Submitted (3/2015 & 8/2016):	\$ 33,000.00
<u>Work to Date</u>	<u>\$ 34,216.25</u>
Remaining:	\$ -1,216.25

C-40113-2016 MS4 Program

Project Manager: Ryan R. Berner, GISP

The upcoming focus of 2017 MS4 efforts will be finalizing the storm sewer map so that a comprehensive complete map can be submitted in September of 2017. The map will need to be completed in order to address Pollution Reduction Plan requirements associated with the Streets Run Road watershed.

The Borough will have an NOI (Notice of Intent) permit application due to DEP in September of 2017. We recommend beginning the process of developing the necessary information for the NOI submission. Moving forward will be scheduling a meeting with the Borough to review mapping and MCM plans. We recommend scheduling a mock inspection in order to review the Borough's facilities and documentation efforts prior to DEP conducting an MS4 inspection. We will coordinate with the Borough and the inspector regarding schedule for the inspection. It is recommended that the mock inspection be completed in late February or early March.

We will be submitting a Work Authorization for the 2017 permit year.

Work Authorization Submitted (2/2016):	\$ 25,000.00
<u>Work to Date</u>	<u>\$ 21,540.00</u>
Remaining:	\$ 3,460.00

C-40113-0001 Saw Mill Run TMDL

Project Manager: Stacey Graf, P.E.

We are waiting for DEP to review the TMDL Plan submitted December 2015. Upon received of comments or an approved permit, we will move forward with implementation of the plan. There has been no response from DEP to date.

C-17749-1602 – 2016 Phase 1 Consent Order Flow Isolation and Regionalization

Project Manager: Michael S. Glister, P.E.

Gateway will review the results of the 2016 flow isolation work with the Borough so that the next steps can be discussed. Additional flow isolation is recommended in 2017 in both the MH-89 and M-42 sewer sheds.

Work Authorization Approved (2/2016):	\$ 33,000.00
<u>Work to Date</u>	<u>\$ 25,328.00</u>
Remaining:	\$ 7,672.00

C-40094-1710 – 2017 Phase 1 Consent Order Flow Isolation and Regionalization

Project Manager: Michael S. Glister, P.E.

Gateway continues to work on the Phase 1 Interim Consent Order. We will schedule a meeting with Borough Staff in February to discuss the flow isolation completed in 2016 and the remaining flow isolation work to be completed in 2017. We will also discuss the Source Reduction Study required as part of the Consent Order.

A work authorization has been prepared to complete the flow isolation study and report in the Borough. The purpose of the flow isolation is to identify areas within the Borough where significant amounts of groundwater is infiltrating into the sanitary sewer.

C-40057-0013 Brentwood Pool Rehabilitation – 18.452.611 Pool Improvements

Project Manager: Dennis J. Flynn, P.E.

Gateway is working with the Borough to prepare a phased approach for the rehabilitation of the pool based on grant funding available to date. Design and bidding is expected to take place in spring 2017. Construction is planned to begin September 2017 at the close of the pool and be complete by May 2018 for the reopening of the pool.

Gateway has performed due diligence to determine the scope of the proposed work to be performed. Detailed survey of the site was also performed in order to be used with the project design. Site meetings have been held in order to evaluate potential concerns with the conceptual design. The design work has

begun and the schematic design is being prepared. A meeting will be held with the Borough in March to review the schematic design, the updated cost estimate, and the proposed project phasing.

DRAFT

Proposal Approved (12/12/2016):	\$ 65,000.00
<u>Billed to Date (02/06/2016):</u>	<u>\$ 0.00</u>
Remaining:	\$ 65,000.00

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DRAFT



Park & Recreation Department Monthly Report

January 2017

Jim Attanucci
Park & Recreation Director



Park & Recreation Department Weekly Report

December 30, 2016 – January 5, 2017

Jim Attanucci
Park & Recreation Director

December 30 – January 5, 2017

Condensed report due to Holidays and a bout with a virus

Meetings

- No meetings were held
- Parks and Rec Department meeting was rescheduled for Friday January 6 due to coming down with a virus
- Prepared for upcoming Parks & Recreation Committee Meeting scheduled for Monday January 9, 2017

Permits & Facility Rentals

- Received and approved requests for use of Civic Center and Community Room
- Assisted residents and non-residents with inquiries
- Assisted various groups with inquiries and facility rental applications
- Processed and approved requests for permits
- Processed deposit and refunds
- Processed security deposit refunds
- Entered permit usage and rentals on Google Calendar

Community Room

- The interior doors could use a coat of fresh paint
- Baseboard heating devices are starting to show signs of rust and need cleaned and painted

Civic Center

- With the additional use of the Civic Center the floors will need swept and mopped more frequently

Programming

- Continued working on maintain current programming for 2017
 - Programs and development are going well
- Kettlebell (New) Every Tuesday 6:30 PM Civic Center
- Body Blast (New) Every Thursday 6:30 PM Civic Center
- Zumba
- Senior Citizen Lunch and Bingo/BHS (New) Thursday Dec. 22 Community Room
- Little Penguins Dek Hockey
- Little Hoopstars – Purchased portable adjustable basketball hoop for younger children
- Road Runner Track
- Jump Start Sports Summer Camps
- Concerts First Saturday of June, July and August – Ordered advertising banner
- Movies Third Friday of June, July and August
- Brentwood Streets (New) Dates TBD
- Community Day
- Developing new programs for 2017
- An Easter theme program “Egg Hunt” will be held in the park
 - Date will be announced next week

Sponsorship and Advertising

- No update

Phone Calls & E-mail

- Responded to all phone calls and e-mails in a timely manner and assisted residents with their needs and concerns



Park & Recreation Department Weekly Report

January 6, – January 12, 2017

Jim Attanucci
Park & Recreation Director

January 6 – January 12, 2017

Meetings

- Attended Department meeting with Borough Manager on Monday January 9. Topics included
 - Agenda for Parks and Recreation Committee Meeting
 - Past, Current and Future tasks including
 - 2017 Movies
 - 2017 Concerts
 - Programming
 - Brick Paver Campaign
 - Advertising Sign Campaign
 - Community Day
 - Kaiser Field renovations
 -
- Attended Parks and Recreation Committee Meeting on Monday January 9
 - Agenda items consisted of
 - Programming
 - Drop the Puck
 - Kaiser Field renovations
 - Various Park concerns
 - Facility Policy
 - Park Lighting
 - Park Pavilion
 - Brentwood Summer Camp
- Attended meeting Borough Manager, BHS principal Jason Olexa, and Joe Kozarian
 - Agenda items consisted of WPIAL Playoff Games
 - ADA accessibility

Permits & Facility Rentals

- Received and approved requests for use of Civic Center and Community Room
- Assisted residents and non-residents with inquiries
- Assisted various groups with inquiries and facility rental applications
- Processed and approved requests for permits
- Processed deposit and refunds
- Processed security deposit refunds
- Entered permit usage and rentals on Google Calendar
- Creating advertising ad for facility rental for the In Brentwood Magazine

Programming

- Continued working on maintain current programming for 2017
 - Programs and development are going well
- Kettlebell (New) Every Tuesday 6:30 PM Civic Center
- Body Blast (New) Every Thursday 6:30 PM Civic Center
- Zumba
- Senior Citizen Lunch and Bingo/BHS (New) Thursday Dec. 22 Community Room
- Little Penguins Dek Hockey
- Little Hoopstars – Purchased portable adjustable basketball hoop for younger children
- Road Runner Track
- Jump Start Sports Summer Camps
- Concerts First Saturday of June, July and August – Ordered advertising banner
- Movies Third Friday of June, July and August
- Brentwood Streets (New) Dates TBD
- Community Day
- Developing new programs for 2017
- An Easter theme program “Egg Hunt” will be held in the park
- Considering a Military Run
- Brentwood Streets – Open Block Party on Brownsville Rd

Phone Calls & E-mail

- Responded to all phone calls and e-mails in a timely manner and assisted residents with their needs and concerns



Park & Recreation Department Weekly Report

January 13, – January 19, 2017

Jim Attanucci
Park & Recreation Director

January 13 – January 19, 2017

Meetings

- Attended Staff Meeting on Friday January 13th
 - Department heads gave updates concerning their department
 - Coordinating activities with other departments
- Annual Review Meeting on Wednesday January 18 with George Zboyovsky and Susan Toth

Permits & Facility Rentals

- Received and approved requests for use of Civic Center and Community Room
- Assisted residents and non-residents with inquiries
- Assisted various groups with inquiries and facility rental applications
- Processed and approved requests for permits
- Processed deposit and refunds
- Processed security deposit refunds
- Entered permit usage and rentals on Google Calendar
- Creating advertising ad for facility rental for the In Brentwood Magazine

Park Projects

- Requesting additional quotes for Kaiser Field renovations
- Forming Committee concerning BPI proposal for park pavilions
- Receive one quote for relay switches to activate lights on dek hockey rink, basketball courts, tennis courts, and Jim Attanucci Field (Field 2)
- Updating proposed lighting guidelines for park facilities and light summary

Programming

- Kettlebell (New) Every Tuesday 6:30 PM Civic Center
- Body Blast (New) Every Thursday 6:30 PM Civic Center
 - Placing signs for Kettlebell and Body Blast
 - Classes are starting to catch on
- Zumba
 - Continues to be our flagship exercise class
- Little Penguins Dek Hockey
 - On-line registration is now open
- Little Hoopstars
 - Developing flyers to distribute at schools
- Road Runner Track
 - All set and ready to go in the spring
- Jump Start Sports Summer Camps
 - On-line registration with complete details is on Rec Desk
- Concerts First Saturday of June, July and August
 - Reviewing interested bands and will book this month
- Dive In Movies Third Friday of June, July and August
 - June -Star Wars the Force Awakens
 - July - E.T the Extra Terrestrial
 - August - The Trolls
- Brentwood Super Streets
 - Dates TBA
- Community Day
 - July 1

Advertising and Marketing

- Purchased and received new street banner for Concerts and Movies
 - Banner reads Movies third Friday of June, July, and August
 - Concerts first Saturday of June, July, and August
 - This will allow us to use the sign for multiple years and not have to pay to have date changes
- Recreation yard signs for Programs information, Zumba, Kettle Bell, and Body Blast are being displayed in park and on Brownsville Rd
- Working on Spring Flyer for programs and events
- Creating ads for the In Brentwood Magazine for events, programs, and Facility Rentals

Phone Calls & E-mail

- Responded to all phone calls and e-mails in a timely manner and assisted residents with their needs and concerns.



Park & Recreation Department Weekly Report

January 20, – January 26, 2017

Jim Attanucci
Park & Recreation Director

January 20 – January 26, 2017

Meetings

- Met with Vance Landscaping to review the scope of work to be quoted for Field 4

Permits & Facility Rentals

- Received and approved requests for use of Civic Center and Community Room
- Received requests from the Band Parents for use of the facilities for the fall
 - Explained to them that fall permits can't be issued until July
 - Contacted the President of the Brentwood Dukes
- Assisted residents and non-residents with inquiries
- Assisted various groups with inquiries and facility rental applications
- Processed and approved requests for permits
- Processed deposit and refunds
- Processed security deposit refunds
- Entered permit usage and rentals on Google Calendar

Park Projects

- Met with Vance Landscaping located in Beaver Falls to review scope of work for Field 4
 - Expecting to receive written quote by the end of the month
- Contacted Country Club Gardens Landscaping for them to quote work to be performed on Field 4
 - They agreed to look at field and provide quote
 - Hopefully they will visit the field in the next week to provide quote
- Forming Committee concerning BPI proposal for park pavilion
 - The BPI had previously received a quote for pavilions from the Amish Yard located in Brentwood
 - I have received quotes from American Landscape Structures
 - American Landscape Structures home base is Summerville South Carolina and offer a variety of pavilions with multiple options for size, materials, and color
 - They are rated A+ by the BBB
- Receives two quotes for relay switches and beacons for the basketball court, tennis courts, dek hockey, and field 2
 - Quotes were received from Cousins Electric and Allegheny Electric

- Researching grant availability of grants for pavilions on the e Civic grant network
- The wood park benches and tables near the playground will be refurbished by the DPW by Spring

Park Concerns

- Non permit light guidelines recommendations were submitted and continue to be discussed
 - The guidelines will reduce the electrical consumption in the park
 - Provide the park visitors with the information on when the lights will be on for each facility
 - In 2017 the lights on the stadium field were only on when a permit was issued
 - Dek Hockey Rink, Basketball Court, Tennis Court, and Field 2 lights were on for public use.
 - Consideration may want to be given to have the lights on the football field turned on for selected nights for public use
- A street light may be added to the street light pole near the walkway that leads to the front of the Civic Center to provide additional lighting for the walkway
- Researching the cost of decorative lights on walkway for future budget considerations
- Walkway near playground is very dark and any type of light would be helpful
- Lights around the Civic Center are being repaired
- Filed 3 dugout continues to flood and the erosion on the hill side continues



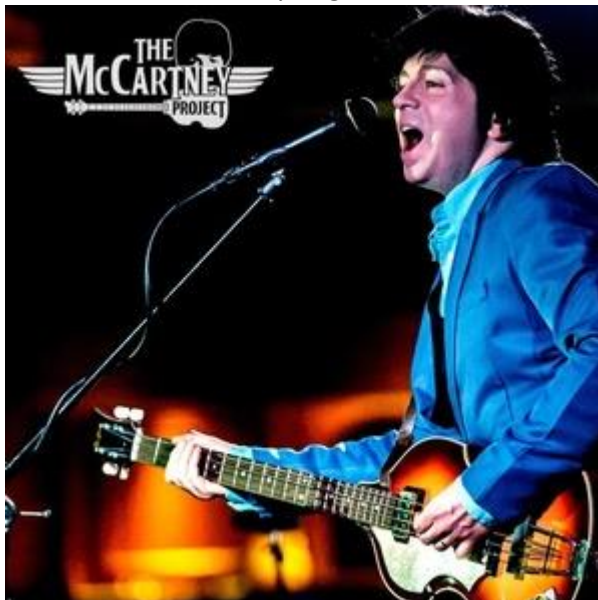


Programming

- Kettlebell and Body Blast classes continue every Tuesday and Thursday at the Civic Center
- Zumba classes continue every Wednesday at the Civic Center
- Little Penguins Dek Hockey, Little Hoop Stars Basketball, and Summer Sports Camps are being offered through Jump Start Sports and on-line registration is now open
- Road Runner Track will be offered for the spring and will also offer on-line registration
- Concerts First Saturday of June, July and August
 - The Concert for Saturday June 3 will be booked by the end of the week
SAVE THE DATES
 - Music Legends Live will present KAVAN who is a nationally recognized Elvis Tribute Artist and will perform as Elvis in all eras of his career.



- The McCartney Project is a McCartney/Wings/Beatles Tribute Band and will perform in Brentwood on Saturday August 5.



- Dive In Movies Third Friday of June, July and August
 - June 16 -Star Wars the Force Awakens



- In addition to the movie the Garrison Carida Chapter of the 501st Legion are scheduled for a Star Wars Celebration with complete character costumes
- July 21 - E.T the Extra Terrestrial



- August 18 - The Trolls



- Plans for Brentwood Super Street continue to be developed
- Community Day is Saturday July 1

Advertising and Marketing

- Purchased and received new street banner for Concerts and Movies
 - Banner reads Movies third Friday of June, July, and August
 - Concerts first Saturday of June, July, and August
 - This will allow us to use the sign for multiple years and not have to pay to have date changes
- Recreation yard signs for Programs information, Zumba, Kettle Bell, and Body Blast are being displayed in park and on Brownsville Rd
- Working on Spring Flyer for programs and events
- Creating ads for the In Brentwood Magazine for events, programs, and Facility Rentals
- SWIFT 911 will be used for major events

Civic Center

- Kudos to the DPW for a fine job building a bar for the Civic Center that will add to the attraction of renting the facility





Phone Calls & E-mail

- Responded to all phone calls and e-mails in a timely manner and assisted residents with their needs and concerns.



Brentwood Emergency Medical Services, Inc.

Station 530

3624 Brownsville Road

Pittsburgh, Pennsylvania 15227

Office (412) 884-8740

Fax (412) 884-8681

From the Desk of John Balkovec, Operations Supervisor

February 13, 2017

Members of Brentwood Borough Council

Ladies and Gentlemen,

Attached you will find the breakdown of calls handled by Brentwood Emergency Medical Services during the Month of January 2017.

In January we responded to a total of 223 calls both emergency and non-emergency type calls.

The report breaks down the response outcome of every call we handled. During the month we transported a total 168 patients.

We had a total of 15 refusals of transport calls during the month.

In January our average response time from Dispatch to a call and then on scene in the borough of Brentwood was 5.8 minutes. Times vary on priority of dispatch call and if we are coming from a distance to cover the call. Also attached is the Priority Code Breakdown.

In January we had 14 calls handled by Mutual Aid services while we were on calls.

Also in January we handled 20 calls in Mutual Aid communities.

Any questions feel free to contact us.

Submitted by

John N. Balkovec, Emt-P
Operations Supervisor
Brentwood Ems

Joanne Cook, Emt-P, MS, RN
Director
Brentwood Ems


Cc: President of Ems/Borough Manager

*Our Annual Subscription drive for 2017 has started.
Please encourage you and your neighbors to support
Brentwood Ems Subscription Program for 2017.*

Criteria

Date From: 01/01/2017

Date To: 01/31/2017

ALL by Base / Station 

Group	Count	Pct
Station 530	223	100.0
Total:	223	

Criteria

Date From: 01/01/2017

Date To: 01/31/2017

ALL by Medical Category



Group	Count	Pct
Abdominal Pain	5	2.2
Behavioral	1	0.4
Cardiac	8	3.6
Cardiac Arrest - Medical	1	0.4
Chest Pain-STEMI	6	2.7
Dehydration	1	0.4
Diabetes	3	1.3
Fall Victim	33	14.8
Generalized Weakness	6	2.7
Hemorrhage	3	1.3
Medical (NOS-last choice)	75	33.6
Nausea	1	0.4
Not Applicable	7	3.1
Obstetrical	2	0.9
Pain	14	6.3
Poison / Overdose	4	1.8
Respiratory	17	7.6
Seizure	3	1.3
Standby	5	2.2
Stroke	3	1.3
Transfer / Interfacility / Palliative Care	4	1.8
Trauma	10	4.5
Unconscious / Fainting	6	2.7
Vomiting	5	2.2
Total:	223	

Criteria

Date From: 01/01/2017

Date To: 01/31/2017

ALL by Outcome



Group	Count	Pct
Cancelled	8	3.6
Cancelled Enroute	5	2.2
Care Transferred	3	1.3
DOA	1	0.4
Fire Standby	2	0.9
Lift Assist	10	4.5
No Patient Found	3	1.3
Other	2	0.9
POV	1	0.4
Refused	14	6.3
Standby Only	5	2.2
Transported	168	75.3
Treatment / No Transport	1	0.4
Total:	223	

Response Times by MCD / FIPS				
MCD / FIPS	Count	Avg.	Min.	Max.
Baldwin (2117)	1	11.0	11.000	11.000
Baldwin (Township of) (2803)	1	10.0	10.000	10.000
Brentwood (2121)	157	5.8	1.000	16.000
Clairton (2124)	1	10.0	10.000	10.000
Homestead (2824)	3	16.7	15.000	20.000
Jefferson Hills (2826)	21	12.5	1.000	30.000
Mount Oliver (2831)	1	8.0	8.000	8.000
Munhall (2130)	4	19.0	15.000	23.000
Pittsburgh (2001)	4	9.0	3.000	12.000
West Homestead (2845)	1	16.0	16.000	16.000
Whitehall (2139)	3	6.3	5.000	8.000

Criteria

From: 01/01/2017
 To: 01/31/2017
 Group By: Group by MCD/FIPS
 1st Time: Time Dispatched
 2nd Time: Time Arriving at Referring
 Only show charts where times exist
 Ignore time differences of "0"

Time Frame (Mins)	Count	Percentage
0-1	0	00.00 %
1-2	1	05.00 %
2-3	3	15.00 %
3-4	7	35.00 %
4-5	3	15.00 %
5-6	4	20.00 %
6-7	1	05.00 %
7-8	1	05.00 %
8-9	0	00.00 %
9-10	0	00.00 %

Count: 20

Average: 4.65

Average (0-15 times): 4.65

Min.: 2.000

Max.: 8.000

Criteria

From: 01/01/2017
To: 01/31/2017
Group By: Group by Time Frame
1st Time: Time Dispatched
2nd Time: Time Arriving at Referring
Only show charts where times exist
Ignore time differences of "0"
Response Code(s): E-0
Zip Code(s): 15227

Time Frame (Mins)	Count	Percentage
0-1	2	02.86 %
1-2	0	00.00 %
2-3	6	08.57 %
3-4	11	15.71 %
4-5	17	24.29 %
5-6	20	28.57 %
6-7	7	10.00 %
7-8	3	04.29 %
8-9	2	02.86 %
9-10	1	01.43 %
Above Max Range	1	01.43 %

Count: 70

Average: 5.47

Average (0-15 times): 5.47

Min.: 1.000

Max.: 13.000

Criteria

From: 01/01/2017

To: 01/31/2017

Group By: Group by Time Frame

1st Time: Time Dispatched

2nd Time: Time Arriving at Referring

Only show charts where times exist

Ignore time differences of "0"

Response Code(s): E-1

Zip Code(s): 15227

Time Frame (Mins)	Count	Percentage
0-1	0	00.00 %
1-2	1	03.70 %
2-3	2	07.41 %
3-4	1	03.70 %
4-5	6	22.22 %
5-6	7	25.93 %
6-7	2	07.41 %
7-8	4	14.81 %
8-9	0	00.00 %
9-10	1	03.70 %
Above Max Range	3	11.11 %

Count: 27

Average: 6.59

Average (0-15 times): 6.23

Min.: 2.000

Max.: 16.000

Criteria

From: 01/01/2017

To: 01/31/2017

Group By: Group by Time Frame

1st Time: Time Dispatched

2nd Time: Time Arriving at Referring

Only show charts where times exist

Ignore time differences of "0"

Response Code(s): E-2

Zip Code(s): 15227

Time Frame (Mins)	Count	Percentage
0-1	0	00.00 %
1-2	1	03.03 %
2-3	2	06.06 %
3-4	2	06.06 %
4-5	10	30.30 %
5-6	9	27.27 %
6-7	2	06.06 %
7-8	4	12.12 %
8-9	1	03.03 %
9-10	0	00.00 %
Above Max Range	2	06.06 %

Count: 33

Average: 6.18

Average (0-15 times): 5.88

Min.: 2.000

Max.: 16.000

Criteria

From: 01/01/2017

To: 01/31/2017

Group By: Group by Time Frame

1st Time: Time Dispatched

2nd Time: Time Arriving at Referring

Only show charts where times exist

Ignore time differences of "0"

Response Code(s): E-3

Zip Code(s): 15227

Time Frame (Mins)	Count	Percentage
0-1	0	00.00 %
1-2	0	00.00 %
2-3	0	00.00 %
3-4	1	10.00 %
4-5	1	10.00 %
5-6	3	30.00 %
6-7	3	30.00 %
7-8	1	10.00 %
8-9	0	00.00 %
9-10	0	00.00 %
Above Max Range	1	10.00 %

Count: 10

Average: 7.20

Average (0-15 times): 6.22

Min.: 4.000

Max.: 16.000

Criteria

From: 01/01/2017

To: 01/31/2017

Group By: Group by Time Frame

1st Time: Time Dispatched

2nd Time: Time Arriving at Referring

Only show charts where times exist

Ignore time differences of "0"

Response Code(s): E-4

Zip Code(s): 15227



BRENTWOOD BOROUGH POLICE DEPARTMENT

Adam R. Zeppuhar
Chief of Police



DATE: 2/18/2017

FROM: Chief Adam Zeppuhar



RE: Monthly Council Report (January 1, 2017 through January 31, 2017)

TOTAL ARRESTS		COUNT
TOTAL ARREST ADULT		30
Gender	Male	17
	Female	13
TOTAL ARREST JUVENILE		5
Gender	Male	4
	Female	1
TRAFFIC STOPS		COUNT
TOTAL		122
CITATION(S) ISSUED		67
WARNING(S) ISSUED		52
ARREST		3

Arrest	Total Count: 35
Arrest Type	Count
OTHER WARRANT	3
PFA/ICC	1
UCR – ARRESTED AND RELEASED -NOT INCARCERATED	18
UCR – ARRESTED AND TAKEN TO ACJ/SHUMAN	8
WITH WARRANT	5

Citation	Total Count: 419
Citation Type	Count
BOROUGH PARKING TICKET	258
NON-TRAFFIC CITATION	3
TRAFFIC TICKET	158

EVENT TYPE**COUNT**

ANIMAL COMPLAINT	9
ANIMAL LOST/FOUND	1
AREA 1 CHECK	62
AREA 2 CHECK	60
AREA CHECK	4
ASSAULT	10
ASSIST CITIZEN	7
ASSIST EMS	104
ASSIST FIRE	6
ASSIST POLICE	12
BOROUGH PARK CHECK	36
BRENTWOOD TOWNE CENTER CHECK	12
BURGLARY	7
CHILD CUSTODY	2
CHILD LINE REFERRAL	0
CIVIL COMPLAINT	2
CLEAN-UP DETAIL	0
COMMUNITY RELATIONS	1
CRASH/NON-REPORTABLE	1
CRASH/REPORTABLE	0
CRIMINAL MISCHIEF	9
CURFEW/LOITERING	0
DEATH NOTIFICATION	0
DISABLED VEHICLE	10
DISORDERLY CONDUCT	2
DISPUTE	3
DISTURBANCE	8
DOA	0
DOMESTIC	11
DUI	7
FOOT PATROL	2
FOOT PATROL NORTH-BROWNSVILLE	1
FOOT PATROL SOUTH BROWNSVILLE	1
FRAUD	4
HARASSMENT	16
HAZARDOUS CONDITIONS	4
JUVENILE COMPLAINT	1
LOCAL ORDINANCE	33
MEGAN'S LAW NOTIFICATION	2
MENTAL HEALTH	1
MISSING PERSON, -18	2
MOTOR VEHICLE CRASH	28
MOTOR VEHICLE THEFT	2
NARCOTICS	7
OFFENSE AGAINST FAMILY	1
OVERDOSE	4
PARKING COMPLAINT	6
PARKING ENFORCEMENT DETAIL	1

PATROL REQUEST	1
PERSON SEEKING POLICE ADVICE	2
PFA	8
PFA SERVED	1
PROPERTY DAMAGE	1
PROPERTY RETURN	5
PROPERTY-LOST/FOUND/RECOVERED	3
PUBLIC DRUNKENNESS	2
PURSUIT	1
REFER TO MAGISTRATE	1
REFER TO OTHER AGENCY	2
ROBBERY	1
SRT/SWAT DETAIL	1
SUBJECT STOP	1
SUSPICIOUS ACTIVITIES	9
SUSPICIOUS PERSON	16
SUSPICIOUS VEHICLE(S)	5
TARGETED INTERVENTION PATROL	24
THEFT	18
TRAFFIC COMPLAINT	37
TRAFFIC DETAIL/ENFORCEMENT	48
TRAFFIC STOP	122
TRAINING	8
TRESPASS-CRIMINAL	2
UTILITY COMPLAINT	2
WARRANT	8
WATER SHUT OFF DETAIL	2
WELFARE CHECK	22

POLICE MONIES

Category	1/11/2017	1/25/2017	2/9/2017	1 st Quarter Totals	YTD TOTAL
Parking tickets cash	\$205.00	\$175.00	\$260.00	\$640.00	\$640.00
Parking tickets checks	\$450.00	\$410.00	\$370.00	\$1,230.00	\$1,230.00
Insurance (police report copies)	\$270.00	\$90.00	\$225.00	\$585.00	\$585.00
Allegheny County DUI fines	\$0.00	\$1,452.42	\$0.00	\$1,452.42	\$1,452.42
Allegheny County Traffic fines	\$767.13	\$0.00	\$1,897.56	\$2,664.69	\$2,664.69
Allegheny County parking meter fines	\$564.79	\$0.00	\$790.67	\$1,355.46	\$1,355.46
Allegheny County Non-Traffic fines	\$1,760.69	\$0.00	\$2,188.64	\$3,949.33	\$3,949.33
Code Enforcement Fines	\$178.68	\$0.00	\$236.50	\$415.18	\$415.18
False Alarm Fines	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NSF Checks	\$75.00	\$0.00	\$0.00	\$75.00	\$75.00
Restitution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WEEKLY TOTALS	\$4,271.29	\$2,127.42	\$5,968.37	\$12,367.08	\$12,367.08

NOTES

- On 1.19.17 Chief Zeppuhar and Officer Davidson attended the Brentwood School Districts play "Off'Script" from Saltworks Theater Company. This presentation highlighted substance abuse, peer pressure, and prescription drugs.
- On 1.29.17, our department responded to a home invasion/robbery on Hurston Way. Two suspects were identified and arrest warrants were obtained for the suspects and search warrants were obtained for their respective residences. The SHACOG CIRT team was requested to assist in the warrant service. Neither actor was home, however both did turn themselves into our department shortly after.
- On 1.31.17. Chief Zeppuhar and Officer Josh Scott were trained in the use of Echo Reality's (Brentwood Towne Center) surveillance system. Now all of our officers have instant access to aid in any investigations we may have.
- Through the month of January our Night Turn crew conducted 24 Targeted Intervention Patrols to address theft from motor vehicle complaints in the

Meadowbrook Boulevard area and criminal mischief reports in the Shadwell Avenue area. At this time, their hard work shows a reduction in these calls.

- On 2.1.17, K-9 handler Mulholland elected to retire his partner Duke due to a slow recovering skin condition which was affecting his quality of life while working. We would like to thank Officer Mulholland and Duke for their service since 2008 in keeping our residents and guests safe.





- On 2.9.17, the purchase order for our new patrol car was forwarded-off to Day Automotive. At this time there is no ETA. This vehicle will replace current car 19.
- On 2.4.17, Chief Zeppuhar along with Officer Rech, Colin Dwyer from the Allegheny County Health Department, and Sergeant Cannon met at our station. The focus of the meeting was to determine any collaboration and shared resources there maybe to combat the opiate epidemic in the Brownsville Business District. We did take a tour of the Brownsville Business District in each department's jurisdiction and finished in Mount Oliver where we also met Chief Juzwick.

- On 2.6.17, Chief Zeppuhar attended the 4th of July Committee meeting.
- On 2.7.17 Chief Zeppuhar met with Jim Attanucci and John Slater to discuss community events and related security.
- On 2.8.17 Chief Zeppuhar met with City of Pittsburgh Police Officer Auvil, Mount Oliver Police Chief Juzwick, and Jessica Durkin from EDS/ Americorp VISTA. Topics included surveillance cameras, crime stats, and ideas to help combat the nation's opiate epidemic in our areas.
- On 2.16.17 an officer sustained a hand injury while arresting a resisting suspect. At this time the employee will be off until 2.24.17.
- At this time Officers Mikelonis, Heynes, Scott, Mulholland, Fisher, and Chief Zeppuhar have completed their Mandatory In-Service Training (MIST). This year's topics include: Legal Updates, Procedural Justice, Handling Drug Overdoses, and Intelligence Assisted Policing.
- I would like to thank our officers for doing an excellent job with the newly implemented Naloxone policy. They are helping save lives while also combating the nation's opiate epidemic amongst other responsibilities. Below are our NARCAN Saves/EMS overdose related assists since the last report:
 - Officer Swick. 2.10.17.
- We would like to remind all residents of the following:
 - Please lock you vehicle doors even if your vehicle is on your property. Theft from a motor vehicle is a crime of opportunity, so please do not be an easy target for theft.



https://www.google.com/url?sa=i&rct=j&q=&esrc=s&source=images&cd=&ved=0ahUKEwiH_Nmh65nSAhVLwiYKHU-TAMUQIRwIBw&url=http%3A%2F%2Fwww.exeterexpressandecho.co.uk%2Fpolice-trying-car-doors-after-60-targeted-in-town%2Fstory-30086695-detail%2Fstory.html&bvm=bv_147448319,d.eWE&psig=AFQjCNFYUXSbsT45zjPhX6ayWOkW0JT0g&ust=1487513867177927

- With the winter season here, please utilize any off-street parking you may have. The Borough's road crew works hard at keeping our streets clean and safe. The less vehicles on the road, the easier and safer it is for them to do their job.



<https://www.google.com/url?sa=i&rct=j&q=&esrc=s&source=images&cd=&cad=rja&uact=8&ved=0ahUKEwjpfew8ZnSAhWE2SYKHyz6CsAQIRwIBw&url=https%3A%2F%2Fwww.youtube.com%2Fwatch%3Fv%3DMOV7wqGvhPI&psig=AFQjCNGZnPmGaqAKqIFjPcGicm0o5oShdg&ust=1487515501649683>



THE BOROUGH OF BRENTWOOD

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

February 20 2017

Brentwood Borough Council
3624 Brownsville Road
Pittsburgh, PA 15227

RE: Monthly Progress Report 2017-01
Office of the Borough Manager
Period January 01, 2017 to January 31, 2017



Honorable Members of Council:

Enclosed is my monthly progress report for the period of January 01 to January 31, 2017.

As always, if anyone has any comments or questions on this report please do not hesitate to give me a call.



SPECIAL PROJECTS

ALCOSAN - CONSENT DECREE

Status Update: Nothing new to report.



ARLE Grant Project - Willock/Brownsville Road Traffic Signal Upgrades

Status Update: Refer to Engineer's Report.

01/25/17 - Reviewed Pay Applications Nos. 3 and 4 and sent to the Finance Director to process.

The signal inspection and review has been rescheduled for Friday 1/13/17 at 10:00 a.m. due to the weather forecast tomorrow. They do not need to have a police vehicle available for the EVP system. The Contractor's trucks are equipped to do the testing of that system.

The signal installation is complete at Brownsville and Willock. They plan to turn the new signal on Monday morning after school starts. Once turned on, they will remove the old poles and equipment. Final inspection by Gateway and PennDOT will be Thursday or Friday next week.

TRAIL COMMITTEE

Status Update: Nothing new to report.

PERMIT PARKING PROJECT

Status Update: Nothing new to report.

POOL PROJECT/CITF GRANT

Status Update: Nothing new to report.

SIDEWALK IMPROVEMENT PLAN/POLICY

Status Update: Nothing new to report.



SINC-UP GRANT PROJECT - MARYLEA/BROWNSVILLE ROAD

DESCRIPTION: Upgrade existing signals at Marylea Avenue & Brownsville Road to meet current traffic signal standards and include pedestrian signal heads with countdown timers.

Status Update:

01/25/17 Prepared for and attended the Project Kick-Off Meeting. (See attached Notes)

Present: Domenic D'Andrea - SPC Domenic D'Andrea <ddandrea@spcregion.org>

Josh Spano - SPC Josh Spano <jspano@spcregion.org>

Mark Pemu - PennDOT Mark Pemu <MPEMU@state.pa.us>

Daniel Fritz - Whitman, requardt & Associates, LLP Fritz, Daniel <dfritz@wrallp.com>

Robert Mackewich - Brentwood DPW

Vitali Alexandrov - Brentwood DPW

George Zboyovsky - Brentwood Borough

Reviewed Background Scope of Work Schedule

Phase I: Preliminary Engineering Traffic Counts and Data Collection has already begun.

Phase II: Final Design Will begin Summer of 2017

Project will go out to Bid in last 2018 Project Completed 2019

2017 ROAD PAVING PROJECT

Status Update: Refer to Engineer's Report.

GIS PROJECT

Status Update: Nothing new to report.

NEW MUNICIPAL COMPLEX PROJECT/FINANCE & DEVELOPMENT

STATUS:

01/25/17 - Met with Dan Maltese, VP of Civil and Environmental Consultants, Inc. We discussed the Environmental Site Assessment proposal associated with Snee Dairy Property.

01/24/17 - Call to T. Gaber to discuss sell of Snee Dairy Property. He indicated that he will review and get back to me with an offer.

01/23/17 - Reviewed proposals for Environmental Site Assessments.

Contacted owner of a potential site for new Borough Building.

Prepared for and attended the January 23, 2017 Borough Building Committee Meeting.



**BOROUGH OF BRENTWOOD
AGENDA
JANUARY 23, 2017
BOROUGH BUILDING COMMITTEE MEETING
5:00 P.M.**

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.

Councilman John Frombach, Chair
Councilman Rich Schubert, Member
Councilman Dr. Robert Pasquantonio

Borough Manager, George Zboyovsky, PE

4. New Municipal Complex Options

The following options were discussed:

~~a. Option 1 – Build New Building in Existing Parking Lot~~

~~Pros:~~

- ~~• No need to purchase/Demo additional properties. Est. Savings ~ \$500,000~~
- ~~• No need to relocate current operations.~~

~~Cons~~

- ~~• Will need variances from Building Set Back.~~
- ~~• Smaller building/tight design~~
- ~~• Construction issues due to project site.~~
- ~~• Possible litigation due to Artman property owner.~~
- ~~• Project Delay due to variance process/potential legal challenges.~~

The Committee concurred that this would not be a viable option due to space constraints and possible legal issues.

b. Option 1 – Purchase Artman Building and Build New Building

Pros.

- More space for building and additional parking.
- No need for variances/legal challenges

Cons

- Cost to purchase property. ~ \$430,000 now \$350,000
- Cost to demo property ~ \$100,000



- Cost to demo existing building ~ \$300,000
- Costs for new appraisal if required.
- Legal Costs for purchasing.
- Lost tax revenues from Artman.
- Loss of long time Business.

Estimated total Cost of "Artman Option No. 1"	=	~\$800,000
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c. Option 2 – Relocate to Civic Center and Modular Units and Building at Current Location

Pros:

- No need to purchase/Demo additional properties. Est. Savings ~ \$500,000
- No need for legal costs associated with purchasing or challenging variances.
- Quicker process. Can begin design as soon as decisions are made.

Cons

- Will need to relocate. Est. Costs ~\$150,000.00 (trailer, cubicles, IT, etc.)
Rental of a 48' x 60' Office Trailer ?? But used ones are being sold for ~ \$50,000.00.
- Cost to demo existing building ~ \$300,000

Estimated total Cost of "Park/Civic Center Option No. 2"	=	~\$450,000
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c. Option 3 – Purchase Snee Dairy Building and Build New Building

Pros.

- More space for building and additional parking.
- No need for variances/legal challenges.
- No need to relocate Borough Operations
- Will develop and vacant dilapidated property.
- Will Free Up current Borough Building Site for Commercial Development.
- Will not eliminate an existing business (Artman) and said property taxes.
- Presby Church parking lot can be utilized.
- May not have to demo existing building right away or at all.

Cons

- Cost to purchase property. ~ \$140,000 - \$200,000
- Cost for Phase I - \$2,000
- Cost to demo property ~ \$100,000 - \$200,000
- Costs for new appraisal if required.
- Legal Costs for purchasing.
- Lost tax revenues from Snee Dairy
- Lack of Parking



Estimated total Cost of "Snee Dairy Option No. 3"	=	~\$250,000 to \$410,000
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d. ~~Do Nothing Option Stay in existing building.~~

~~i. New Reef~~

~~ii. Unseen Issues~~

~~iii. Rising Interest Rates~~

5. Common Issues/Restrictions

- a. Size/Programing
- b. Include EMS (Free - Lease Space to EMS)
- c. Shared Space Problems - Sharing Space with a 3rd Private Party Entity
- d. Borrow Limits - ~\$5 Million

6. Funding/Financing

7. EMS - Include or not Include

Meeting with EMS and Police Department representatives will be held on Monday, January 30th. Matt Franz from HHSDR will be present to address any space/design issues.

8. Action Items/Next Step/New Items

Set Meet Weekly Committee Meetings (Every Monday at 5pm)

Step 1 - Decision on Location	February 2017
Step 2 - Decision on EMS	March 2017
Step 3 - Work Authorization from HHSDR to prepare Design	March 2017
Step 4 - Design Committee (Admin/Police/Council Reps.)	April 2017
Step 5 - Council Approves on Final Design	April 2018
Step 6 - HHSDR Puts Project out for Bid	May 2018
Step 7 - Council Awards Projects	July 2018
Step 8 - Begin Bond Process with PFM	August 2018
Step 9 - Retain Construction Administrator/Borough Rep	April 2018

9. Adjournment.

01/20/17 - Phone call to Skelly and Loy re. Phase I proposal.

01/19/17 - Phone call to environmental firm re. Phase I proposal.

01/18/17 - Call from T. Gaber regarding Snee-Dairy property. Informed him of the Borough's possible plan to have a Phase I analysis performed on the property.



01/16/17 – Prepared for and attended Boro Building Committee meeting.

**BOROUGH OF BRENTWOOD
AGENDA
JANUARY 16, 2017
BOROUGH BUILDING COMMITTEE MEETING
5:00 P.M.**

1. Call to Order.

2. Pledge of Allegiance.

3. Roll Call.

Councilman John Frombach, Chair
Councilman Rich Schubert, Member
Councilman Dr. Robert Pasquantonio
Mayor Dennis Troy

Police Chief, Adam Zeppuhar
Borough Manager, George Zboyovsky, PE

4. New Municipal Complex Options

a. Option 1 – Build New Building in Existing Parking Lot

Pros:

- No need to purchase/Demo additional properties. Est. Savings ~ \$500,000
- No need to relocate current operations.

Cons

- Will need variances from Building Set Back.
- Smaller building/tight design
- Construction issues due to project site.
- Possible litigation due to Artman property owner.
- Project Delay due to variance process/potential legal challenges.

b. Option 2 – Purchase Artman Building and Build New Building

Pros.

- More space for building and additional parking.
- No need for variances/legal challenges

Cons

- Cost to purchase property. ~ \$430,000
- Cost to demo property ~ \$100,000
- Costs for new appraisal
- Legal Costs for purchasing.
- Lost tax revenues from Artman.
- Loss of long time Business.



c. Option 3 – Relocate to Civic Center and Modular Units and Building at Current Location

Pros:

- No need to purchase/Demo additional properties. Est. Savings ~ \$500,000
- No need for legal costs associated with purchasing or challenging variances.
- Quicker process. Can begin design as soon as decisions are made.

Cons

- Will need to relocate. Est. Costs ~\$150,000.00 (trailer, cubicles, IT, etc.)
Rental of a 48' x 60' Office Trailer ?? But used ones are being sold for ~ \$50,000.00.

d. Do Nothing Option – Stay in existing building.

- i. New Roof
- ii. Unseen Issues
- iii. Rising Interest Rates

5. Common Issues/Restrictions

- e. Size/Programing
- f. Include EMS (Free – Lease Space to EMS)
- g. Shared Space Problems – Sharing Space with a 3rd Private Party Entity
- h. Borrow Limits - ~\$5 Million

6. Funding/Financing

- i. Can borrow up to \$5,000,000
- ii. Debt Payment can be structure to increase current debt by \$200,000 to \$250,000/year. (current 2012 GO Bond can be refinanced in 2017.)
- iii. PFM to provide Work Authorization/Engagement Letter to perform work.

7. EMS – Include or not Include

8. Action Items/Next Step/New Items

Set Meet Weekly Committee Meetings (Every Monday at 5pm)

Step 1 – Decision on Location

January 2017

Step 2 – Decision on EMS

February 2017

Step 3 – Work Authorization from HHSDR to prepare Design

March 2017

Step 4 – Design Committee (Admin/Police/Council Reps.)

April 2017



Step 5 – Council Approves on Final Design	April 2018
Step 6 – HHSDR Puts Project out for Bid	May 2018
Step 7 – Council Awards Projects	July 2018
Step 8 – Begin Bond Process with PFM	August 2018
Step 9 – Retain Construction Administrator/Borough Rep	April 2018

9. Adjournment.

01/13/17 – Emailed information to Borough Building Committee and notice of Committee Meeting Scheduled for Monday, January 16, 2017 at 5:00 PM.

IN-HOUSE SEWAGE/DELINQUENT REFUSE COLLECTIONS PROJECT

STATUS: Nothing new to report.

SAW MILL RUN WATERSHED ASSOCIATION

Status: Nothing new to report.

MILITARY BANNER POLICY

Status: To date the Borough has received approximately 60 Applications.

STRATEGIC ACTION PLAN (SAP)

Status: Nothing new to report.

YOUTH EXCEPTIONAL SERVICE (YES) AWARD

Status: Nothing new to report.



BOROUGH OPERATIONS REPORT

ADMINISTRATIVE

Reviewed and addressed emails.

Prepared for and attending the Monthly Borough Staff Meeting held on Friday, January 13th.

Assigned various tasks and projects to staff.

Cleaned up Electronic Scanned Documents and E-Filed them accordingly

Weekly Planning of Schedule and Priorities

Reviewed Employee Time Sheets

Reviewed Voicemail Messages

Reviewed regular mail and scanned and filed accordingly

Returned all voicemail calls

BOROUGH BUILDING

Energy Audit

01/11/17 – Reviewed findings from ABM regarding the increase of electricity at the Civic Center. On 01/05/17 an engineer from ABM went to the Civic Center to determine what the cause of the increase of electricity use might be. The findings were as follows:

1. The lights were on in the activity room, the man who showed up told me that the place now operates a solid 4 days a week. Outside lights are lit on the patio when the folks are there in the evening hours too.
2. The downstairs storage/material space had no electricity for a little over a year. It now has power and the meter was replaced. Since the lighting was bad they removed 300 watt of lighting and replaced them with 900 total watts. Also the unit heater did not operate for the same period of time.
3. The lights were also on in the janitors closet.
4. They had seven (7) graduation parties there on weekends this past year. The man I met with said there were other functions on the weekend this past year including: the 911 group had a craft fare, and the hockey team had a puck drop event, to name a few. He said there is a man who is aggressively selling the space.

Richard Phelps will be attending the February 20th Council Meeting to give the annual energy audit. Attached to this week's packet is a copy of the 2016 Energy Audit.

01/04/17 – Met with Richard Phelps of ABM to review the annual Energy Audit conducted. The good news is that the Borough met the guaranteed savings, (\$33,949) by \$14,284. However, this is considerably less than previous years (2014 = \$28,254 and 2013 = \$29,369). It was explained that the reason for the decrease was due to a large spike in electricity usage at the Civic Center.



Code Enforcement/Building Inspection

See attached Weekly Report.

01/17/17 – I, along with V. Alexandrov, R. Mackewich, E. Pecon and R. Costa met with representatives of Forward Management to discuss some items. We discussed the following:

- Condition of Pyramid Avenue
- Can Pyramid Avenue handle Fire Trucks
- Would Forward Management be interested in contracting with the Borough to Salt and Plow Victoria Drive and Pearl.
- Sanitary Sewer Issues.

01/10/16 – Prepared for and attended the Monthly Code Department Meeting.

Public Hearing for GetGo Liquor License = January 23, 2017 – 7:00 PM

Planning Commission Hearing (Home Business) = January 19, 2017 – 7:00 PM

Public Hearing for Sign Ordinance = February 27, 2017 – 7:00 PM

COMMUNITY AFFAIRS/ECONOMIC DEVELOPMENT

ALOM Bi-Annual Legislative Reception



Join your state and federal legislators, Allegheny County and City of Pittsburgh leaders and fellow local officials as we celebrate the spirit of intergovernmental cooperation!

**Thursday, January 19 2017
at the Sheraton in Station Square.**

Brentwood Baldwin Whitehall Chamber of Commerce

01/24/17 - Prepared for and attended the BBW Chamber Board of Director's Meeting

General Meeting Luncheon

January 5, 2017

Gianna Via's Restaurant
Caste Village



5301 Grove Road
Pittsburgh, PA 15236

Noon

Guest Speakers

The Librarians!

Paula Kelly, Whitehall Library
Dennis Luther, Brentwood Library
Jenny Worley, Baldwin Library

Join Paula, Dennis and Jenny in an open discussion about how libraries can better help your communities. Hear them highlight current services and programs, as well as planned future collaborations to better serve the BBW area. They will also lead a discussion with chamber members on how they can help solve community problems, raise awareness of local issues and build partnerships with local businesses and community leaders to reach and help more people.

Advance reservations requested

Email Mary Dilla: secretary@bbwchamber.com

\$20 with reservation

\$25 without reservation and non-members

NEXT CHAMBER LUNCHEON – February 2, 2017 at South Hills Country Club

Speaker: Financial Advisor from First Commonwealth Bank

CONNECT

CONNECT Executive Committee Meeting

01/19/17 – Prepared for and attended the monthly meet of CONNECT. Attached is the meeting packet for CONNECT Executive Committee meeting.

Breen Masciotra, CONNECT's designated contact at the Port Authority will be attending to talk about some of the recent changes that have occurred at the Authority, including the new fare policy, and an upcoming opportunity for collaboration with CONNECT, and will take comments and answer any questions you may have. We also have updates on the work of many of our policy issue areas.

At our November meeting, Grant Ervin, City of Pittsburgh, joined us to talk about the opportunities available to CONNECT municipalities through the City's Resilient Pittsburgh Platform Partner Program, and, attached to this packet, you can view a list of all of those partner organizations and the services that are being offered. At this meeting, we will talk in a little more detail about how your municipality might take advantage of these (free) offerings, and how CONNECT can support this opportunity (please refer to the meeting minutes from the November meeting for background if you weren't able to attend).



Save the Date!

CONNECT's Eighth Annual Legislative Session & Reception

Thursday, April 20th, 2017

4:00 - 7:00 p.m.

The Circuit Center

5 Hot Metal St.

Pittsburgh, PA 15203

COUNCIL RELATED

Replied to emails from Council members.

Returned calls to Council members

Received calls from Council members

Met with a couple members of Council on a variety of items this week.

COUNCIL MEETING & PREPARATIONS

01/23/17 – Prepared for and attended Regular Council Executive Session and Council Meeting.

01/21/17 – Reviewed and Finalized Regular Council Meeting Agenda.

01/18/17 – Follow up with various Action Items from Regular Meeting and assigned accordingly.

01/16/17 – Prepared for and attended the Council Regular Meeting.

01/14/17 – Worked on Regular Council Meeting Agenda.

01/13/17 – Worked on Agenda Council Meeting Agenda.

01/12/17 – Worked on Agenda Council Meeting Agenda.

COUNCIL PACKETS

1/20/17 - Completed and emailed out last three (3) week's Council Packet.

Engineering

Refer to Engineer's Report Attached.

01/23/17 – Met with Ruthann Omer.

01/20/17 – Gateway Lunch Meeting

01/18/17 – Reviewed Park Subdivision Plan and contacted Gateway Engineers to discuss.



Monthly Engineering Progress Meeting with Gateway Engineers

1/04/17 - The purpose of this meeting was to discuss the ongoing progress and issues pertaining to the many Engineering related items in the Borough.

Meeting began at 2:00 PM

I. Dauphin Avenue Issues

- a. Completed

II. Viking Drive and Brentwood Avenue

- a. Reviewed Construction Schedule – Should only be 2 weeks.
- b. Borough will be overseeing inspections (V. Alexandrov)
- c. Issues
- d. Pre-Construction meeting will be held with Roto Rooter

III. Alcosan Grant Opportunities Updates

IV. O&M Projects 2017 Renewal

- a. No issues in 2016

V. Pool Project

- a. Gateway will prepare a the plans. Will have progress meetings.

VI. 2017 MS4 Budget Discussion

- a. Will work on plans that will identify required projects the Borough will have to undertake in future years.

IX. Borough Building

- a. Gave Gateway an update on the Borough Building.

X. Planning Commission/Brentwood Park Plan

- a. Gateway will contact R. Costa for information on the next Planning Commission meeting.



Finance

1/24/17 – Reviewed invoices and signed checks.

1/20/17 – Reviewed invoices and signed checks.



Borough Tax Collector

Received a letter from the Borough's Tax Collector, Fay Boland, requesting an increase in the compensation for the Borough Tax Collector (See attached). She is requesting the salary for the tax collector be increased \$4,500 from \$5,000 to \$9,500. This equates to a 90% increase. She likewise has sent a letter to the School District asking them for an increase in her salary. This will be on the June 27th Council Meeting Agenda for Council to discuss and/or take action.

2017 TAN

01/23/16 – Finalized TAN documents and met with J. Miller. Closing on the TAN is set for January 24, 2017.

INFORMATION TECHNOLOGY

01/11/17 – Issue with Malware on Computer.

LEGAL

Drone Ordinance

01/12/17 – I, along with Chief Zeppuhar, attended the The Allegheny County Airport Authority and the Allegheny League of Municipalities seminar on Unmanned Aircraft Systems (UAS): latest developments, regulations, safety and security.



The purpose of the event is to find a permanent solution to this issue by working with municipalities to implement a standard ordinance to ensure aircraft safety as drone use continues to surge. Attendance is strongly encouraged.

Keynote speakers at the event include:

- Vince Gastgeb, Vice President, Allegheny County Airport Authority Government and Community Affairs
- Eric Smith, Kaplan Kirsch & Rockwell LLP
- Nino Sapone, Vice President, Allegheny County Airport Authority Airfield Operations

Airport Concerns

Safety of flight



Risk Mitigation

Local Gov't. Concerns

Safety of citizens on the ground

Appropriate Use of time

Part 77 Airspace Protection

I.e. Notice to FAA for any structure over 200 ft.

Part 107; Section 333

Currently illegal to fly over people.





Provide notification to airport if within 5 miles.
Must be registered.

Add to web site.





City of Pittsburgh has an ordinance banning UAS Flying over parks and playgrounds.

Sample Ordinance is provided.

ADA Parking Issue

01/20/17 – Reviewed email from resident: See below:

George, We would like to know if all (12) Borough recipients (mainly those on council) were given all the details involved in this matter since it was brought to Ralph Costa's attention the end of March 2016? I understand a decision was made on Tuesday January 17, 2017 to allow Mr. Livingston continued access to the handicap space placed in front of his residence.

We feel if all the details regarding this matter were given in great detail, a different decision would be made. After all, how does one make a final decision without knowing all the facts? Before making this decision, did they review ALL videos and photos provided to Ralph, Eric, Chief Adam, the Mayor, etc...via text messages on their cell phones since April 2016, as well as review the details given in the 2 meetings I had in person with Chief Adam and the Mayor? Are they also aware that more recently, more material was forwarded to Ralph, Eric, Stephanie and your emails per the Borough's request? Were they made aware that over a period of approximately 9 months, how many violations occurred by the very people you are granting handicap access? We would like an opportunity to meet with those who are making the final decision so we



can give a detailed explanation of all the events that took place since the Handicap space was implemented on April 6th, 2016.

I will also be forwarding a detailed request of all documents and communication pertaining to this matter.

As always, thank you for your time and attention in this matter.

01/19/17 – Return call to resident regarding her neighbor’s alleged abuse of their ADA Placard.

01/11/17 – Met with resident regarding potential abuse of their ADA Placard due to the use of said placard by the son.

Solicitors

01/11/17 – Meeting with Gavin Robb of Tucker Arnsberg to discuss getting ready for 2017 and their taking over as Borough Solicitor.

MANAGER’S REPORT

1/20/17 – Worked on last 3 week’s Manager’s Report.

1/17/17 – Worked on last week’s Manager’s Report.

PARKS & RECREATION

Weekly Report attached.

01/13/17 – Met with J. Attanucci to review the BPI request for the Borough to construct a new Park Pavilion.

PENSION

01/26/17 - Assisted a former employee with Pension documents.

01/25/17 – Prepared for and attended the quarterly pension board meeting. (See attached).

In summary, both the Police and Non-Uniform Pension Plans exceeded the Benchmarks and showed an approximate 12% return for the 4th Quarter 2016.

01/24/17 - Met with a retired employee regarding his Pension.



PERSONNEL RELATED

01/26/17 - Reviewed letter to D. Assenti.

01/24/17 - Met with V. Alexandrov regarding Council's decision.

01/20/17 - Addressed some Pension related questions for a retired employee.

01/13/17 - Reviewed an issue associated with an employee.

Employee Evaluations

01/18/17 - Prepared for and conducted four (4) employee evaluations.

01/11/17 - Continues to set up and schedule employee annual performance evaluations.

01/11/17 - Continues to set up and schedule employee annual performance evaluations.

PROFESSIONAL DEVELOPMENT

ICMA/Harvard Kennedy School Executive Leadership

01/26/17 - Finalized and submitted application.

01/25/17 - Applied for a fellowship to attend the ICMA/Harvard Kennedy School Executive Leadership program.

APMM Winter Workshop

01/26 to 01/27 - Special Speed Coaching for Emerging Managers Session: APMM's Next Generation Committee is, once again, sponsoring a session similar to speed dating as an opportunity for new managers to participate in multiple one-on-one sessions with seasoned managers. Sessions also include:

- Legislative Update
- Medical Marijuana in PA: How did we get here?
- Medical Marijuana: How it applies to municipal zoning



PUBLIC RELATIONS

01/24/17 – Met with Irene Hess her husband, and sister Cathie Hess regarding the passing of her mother, Kay Hess who lived at 3410 Kaufmann Avenue. She was 96 years old.

01/12/17 – Return call to resident regarding the Planning Commission Meeting scheduled for Thursday, January 19th and the Conditional Use for a Home Business.

01/11/17 – Return call to resident regarding a flat tire caused by a pothole.

CALL SHEET

Telephone Log Tracker for Incoming Calls/Outgoing Calls/Voicemail

Date	Time of Call	Type of Call (In/Out/VN)	Name	Phone Number	Subject	Notes	Action Items	Follow-up Needed? Y/N	Open/ Closed
1/4/2017	3:01 PM	VM	P. Carnevale	412-884-5705	Advertise Sign Ordinance Hearing		Informed him that it will be held in February.	N	CLOSED
1/4/2017	4:01 PM	VM	Gavin Robb	412-566-1212 412-594-5654	Set up a lunch meeting.			Y	CLOSED
1/6/2017	2:29 PM	VM	Shelia - Reno Brothers	724-843-5192 724-624-0734				Y	OPEN
1/6/2017	3:38 PM	VM	Sandy Andrews	412-885-8640	Anything regarding ADA Parking Space.			Y	CLOSED
1/8/2017	11:22 PM	VM	Janine Del Signore	412-680-9113	Home Business		Sent her an email asking to set up a meeting to discuss her concerns.	N	CLOSED
1/8/2016	11:44 PM	VM	Janine Del Signore	412-680-9113	Home Business			N	CLOSED
1/9/2017	10:15 AM	OUT	Gavin Robb	412-594-5654		Meeting for lunch on Wednesday, January 11th at 12:30 PM		N	CLOSED
1/9/2017	3:16 PM	OUT	Sandy Andrews	412-298-1509	ADA Parking on Dalewood	She just wanted to know what the status was of the ADA Parking space.		Y	CLOSED
1/9/2017	3:21 PM	OUT	Jerry Livingston	724-328-0013	ADA Parking on Dalewood	Received voice mail. Left a message.		Y	CLOSED
1/9/2017	4:06 PM	VM	Melissa	412-745-9000 ext. 291	???			Y	OPEN
1/10/2017	9:45 AM	VM	Jerry Livingston	724-328-0013	ADA Parking on Dalewood	Would like to set a meeting. Around 3:00 PM.	D. Assenti will call to confirm meeting.	Y	CLOSED
1/10/2017	10:20 AM	VM	Jerry Livingston	724-328-0013	ADA Parking on Dalewood	Would like to meet somewhere on the 1st floor.		N	CLOSED
1/11/2017	12:47 AM	VM	Janine Del Signore	412-680-9113	Home Business	Schedule a meeting.	I emailed her some dates and times.	N	CLOSED
1/11/2017	10:53 AM	VM	Mark Lang	412-600-2778	Trash	Meadowbrook and Hilpert	Sent to R. Mackewich	N	CLOSED
1/11/2017	12:04 PM	VM	Kelly Fickley	724-554-3695	Tire that blew out.				
1/11/2017	2:00 PM	VM	Mark Lang	412-600-2778	Trash				
1/11/2017	2:38 PM	VM	Zach Williard	717-232-2723	Boro Building Bond		Shot him an email.	Y	OPEN



Telephone Log Tracker for Incoming Calls/Outgoing Calls/Voicemail

Date	Time of Call	Type of Call (In/Out/VN)	Name	Phone Number	Subject	Notes	Action Items	Follow-up Needed? Y/N	Open/ Closed
1/11/2017	5:45 PM	OUT	Kelly Fickley	724-554-3695		Is the Boro responsible for sink hole on 01/06/17 at Elton/Hilpert that caused her flat tire? Status of Hearing? Jason no longer lives at property and she will not open his mail.		Y	OPEN
1/11/2017	6:00 PM	OUT	Zach Williard	717-232-2723 ext. 3842	Boro Building Bond	Received voice mail. Left a message.		Y	CLOSED
1/11/2017	9:10 PM	VM	Janine Del Signore	412-680-9113	if she is just going to vent.			N	CLOSED
1/11/2017	10:45 AM	VM	Janine Del Signore	412-680-9113	Meeting today at 3:00 PM	Does not want to meet just to vent.		N	CLOSED
1/11/2017	11:27 AM	VM	Jerry Livingston	724-328-0013	ADA Parking on Dalewood	Has items to drop off.		N	CLOSED
1/11/2017	12:30 PM	OUT	Janine Del Signore	412-680-9113	Meeting today at 3:00 PM				
1/12/2017	1:55 PM	VM	Josiah with Paint Square	412-431-8300	Looking for Sewer Prevent. Maintenance		Sent to V. Alexandrov	N	CLOSED
1/12/2017	2:00 PM	VM	Jackie Krawkoski	412-680-1598	Pine Tree Garden Streets	Set up a meeting for Tuesday, 1/17/17	Meeting scheduled.	N	CLOSED
1/13/2017	12:39 AM	VM	Janine Del Signore	412-680-9113	Home Business			N	CLOSED
1/13/2017	9:36 AM	VM	Daniel	412-480-5356	Rental on Delco Road	Equipment was buckeled his driveway.		Y	OPEN
1/13/2017	9:39 AM	VM	John	412-942-0200 412-477-0315	New Boro Building Status	Volpak Construction - Duong Forest Hills Municipal Building		N	CLOSED
1/13/2017	12:48 PM	VM	Rebecca 114 Catskill Avenue		Thank You				
1/13/2017	1:55 PM	VM	Pat Carnevale	412-884-5705	Agenda	Grievances	Returned call.	Y	CLOSED
1/14/2017	11:56 AM	VM	Janine Del Signore	412-680-9113	Sewage Account	The web page is not taking her credit card. Needs to be reset.	Sent to E. Peccon	Y	CLOSED
1/18/2017	8:51 AM	VM	Bob ??	412-884-2029	No Subject			Y	CLOSED
1/18/2017	9:15 AM	VM	Jerry Livingston	724-328-0013	ADA Parking on Dalewood	Would like to meet again to review material required.		Y	CLOSED
1/18/2017	10:03 AM	VM	Tim Gaber	412-874-3141	Snee Dairy			Y	CLOSED
1/18/2017	12:49 PM	VM	Mike Haberman	412-921-4030	ARLE Project	Final Inspection was completed. Second and final Change Order from		N	CLOSED
1/18/2017	1:06 PM	VM	Leslie Finkerton	724-493-0844	3236 Willet Road - Recycling is blowing		Sent to R. Costa	Y	OPEN
1/18/2017	1:14 PM	VM	Jason Olexa	412-881-4704	Dangers of Prescription Drugs	Friday, AM at 9:00 AM - Offscript	Emailed Council	N	CLOSED
1/18/2017	1:44 PM	VM	Carl Bailey	412-751-7992	MOU	412-897-1101		Y	CLOSED
1/18/2017	2:10 PM	VM	Amond Clemons	724-779-7941 412-833-5455	SPC Signal			Y	CLOSED
1/18/2017	2:15 PM	VM	Clay - with Brentwood Bank	412-409-9100 ext. 155	Boro Building Bond			Y	OPEN
1/18/2017	4:30 PM	OUT	Bob?	412-884-2029	Trying to reach Fay Boland			N	CLOSED
1/18/2017	4:30 PM	OUT	Jerry Livingston	724-328-0013	ADA Parking on Dalewood	Left a message.		N	CLOSED
1/18/2017	4:30 PM	OUT	Mike Haberman	412-921-4030	ARLE Project			Y	CLOSED
1/18/2017	4:44 PM	VM	Jerry Livingston	724-328-0013	ADA Parking on Dalewood			Y	CLOSED
1/18/2017	5:14 PM	VM	Jenn Slagle	412-921-4030	PC Plan			N	CLOSED
1/18/2017	5:30 PM	OUT	Jenn Slagle	412-921-4030	Park PC Plan			N	CLOSED
1/19/2017	10:00 AM	VM	Mary Gyney and Jim Saer with CED	412-429-2324	Phase I			Y	CLOSED
1/19/2017	1:26 PM	OUT	Carl Bailey	412-751-7992	MOU				
1/19/2017	2:30 PM	OUT	Carl Bailey	412-751-7992	MOU			Y	CLOSED
1/19/2017	2:45 PM	OUT	Mary Gyney and Jim Saer with CED	412-429-2324	Phase I Proposal - Snee Dairy	Received voice mail. Left a message.		N	CLOSED
1/19/2017	3:00 PM	OUT	Call to Sandy Andrews	412-885-8640				Y	CLOSED
1/20/2017	1:31 PM	VM	Breana	814-425-7773 ex. 101	ECS and R	Collection Events		Y	OPEN
1/20/2017	2:13 PM	VM	Daniel Davis	412-828-3472 412-327-3320	Phase I Study			Y	CLOSED
1/20/2017	2:15 PM	VM	John Cherevka	412-884-1910	4016 Edge Road	Needs information regarding Trash Fee.		Y	CLOSED
1/20/2017	3:30 PM	OUT	John Cherevka	412-884-1910	Trash Early Payment			N	CLOSED
1/20/2017	4:15 PM	OUT	Daniel Davis	412-327-3320	Phase I Study	Says he can perform a Phase I for around \$2,000.00. I will email him a copy of the Appraisal. He stated that he will have a formal proposal by Monday afternoon.		Y	CLOSED
1/21/2017	10:15 AM	VM	Janine Del Signore	412-680-9113	Home Business	Wants to know what the outcome of the Planning Commission was.			CLOSED
1/23/2017	5:45 AM	VM	Sue Toth	412-443-3747	Taking PTO			N	CLOSED
1/23/2017	10:15 AM	OUT	S. Fox	412-310-3674	Return Call	Just wanted to ask about the ADA Parking on Dalewood.		N	CLOSED
1/23/2017	11:30 AM	VM	Joe Miller	412-373-6111	TAN Note			Y	CLOSED
1/23/2017	2:45 PM	OUT	Tim Gaber	412-874-3141	Snee Dairy			N	CLOSED



Telephone Log Tracker for Incoming Calls/Outgoing Calls/Voicemail

Date	Time of Call	Type of Call (In/Out/VN)	Name	Phone Number	Subject	Notes	Action Items	Follow-up Needed? Y/N	Open/Closed
1/24/2017	3:45 PM	OUT	Tim Gaber	412-874-3141	Snee Dairy	T. Gaber indicated that he will contact me tomorrow.		N	CLOSED
1/24/2017		VM	Shelia - Reno Brothers	724-624-0734				Y	CLOSED
1/24/2017	4:15 PM	OUT	Shelia - Reno Brothers	724-624-0734	Mechanical Contractors			N	CLOSED
1/27/2017	3:13 PM	VM	Tim Gaber	412-874-3141	Snee Dairy			Y	CLOSED
1/30/2017	3:15 PM	OUT	Tim Gaber	412-874-3141	Snee Dairy	Is willing to sell to the Borough.		Y	CLOSED
1/30/2017	6:45 PM	VM	Danelle Quarry	412-925-4701	???		Sent to V. Alexandrov	Y	CLOSED
1/31/2017	8:12 AM	VM		412-712-3074	Apartment was Damaged		Sent to A. Zeppuhar	Y	CLOSED

South Hills Manager's Meeting

01/24/17 - Prepared for and attending Monthly South Hills Manager's Meeting.

PUBLIC WORKS

Refer to Monthly DPW Report

SAFETY COMMITTEE

1/10/16 - Prepared for and attended the Monthly Safety Committee Meeting of the Brentwood Borough Employees. (See attached meeting packet). Reviewed and edited

SANITARY SEWER/REFUSE FEE COLLECTIONS

Shut Off Notice/Procedures

01/12/17 - Reviewed Chief Zeppuhar's policy for the Police to use when posting Water Shutoff Notices.



SCHOOL DISTRICT

WPIAL Playoffs

01/12/17 – Meeting with School District to discuss WPIAL Playoff Games

Present:

Jason Olexa

Joe Kosarian

Jim Attanucci

George Zboyovsky

Brentwood is in the AA Conference

WPIAL receives all ticket revenues.

\$2,200 is a good amount that the WPIAL will pay to sue a facility for a playoff game.

\$880 is what it costs the School District to hold a Playoff Game

\$500 EMS

So that would leave around \$900 cover the Boro's cost. (i.e., 2 police officers, 3 DPW, electricity, etc.)

At least 5 home games but typically 6 games. However, there are more evening events than in the past (Soccer Games, etc.).

Playoff games will be addressed in the new Stadium Agreement.

Miscellaneous:

Talked about adding bleachers in the end zone for ADA seating.

Informed them that the Boro will be starting pool renovations right after Labor Day 2017.

End of Memo



Review of Meetings and Priorities accomplished during the Week ending January 06, 2017

		Proposed Hours	Actual Hours
SPECIAL PROJECTS			
1 – Grants (DCNR Grant Workshop)	=	0	0
2. 2017 Budget	=	0	0
3 - ARLE Grant Project - Willock/Brwnsvl Rd. Signals	=	0	0
4 - Trail Committee Project	=	0	0
5 - Police Contract	=	0	0
6 - Day Camp	=	0	0
7 - Sidewalk Improvement Policy/Project	=	0	0
8. 2016 Road Paving	=	0	0
9. GIS Project	=	0	0
10. Phase III - Park/Stadium [COMPLETED]	=	0	0
11. New Municipal Complex	=	0	0
11. Rt. 51 Overlay District [COMPLETED]	=	0	0
12. Video Surveillance System Project	=	0	0
13. - Sewage/Refuse Fee Collections Project	=	0	0
14. Library Renovations - 2015 [COMPLETED]	=	0	0
15. RFP 2015-02 - Pension Fund Manager [COMPLETED]	=	0	0
16.. RFP 2015-03 - Pool Repairs/Master Plan	=	0	0
17. Parking Ordinance	=	0	0
18. RT 51 Technical Advisory Committee	=	0	0
19. Organization Policy	=	0	0
20. Borough Policies Project [COMPLETED]	=	0	0
21. YES Policy	=	0	0
22. Banner Policy	=	0	0
23. 2017/2018 Strategic Plan	=	0	0
OPERATIONS	=		
IN Community/Newsletter	=	0	0
Administrative Items	=	5	5
Civil Service	=	0	0
Code Enforcement	=	0	0
Community Affairs/Economic Development	=	0	0
CONNECT	=	0	0
EDS	=	0	0
Engineering	=	3	2.25
Finances	=	0	1.25
Healthcare Related	=	0	0
IT Related	=	3	3
Council Related (phone calls, meetings, etc.)	=	3	1.75
Council Meetings (Prep./Agendas/Attend	=	0	0
Council Packets	=	0	0
Manager's Report	=	0	0.5
Insurance	=	0	0
Legal	=	6	6.25
Library	=	0	0
Parks & Recreations	=	0	0
Pensions	=	0	0.25
Personnel	=	2	3
Pool	=	0	0
Professional Development	=	0	0.75
Public Relations	=	2	0.75
Public Safety	=	0	0.75
Public Works	=	0	0
Right-To-Know	=	0	0
Safety Committee Meeting	=	0	0
Sewage Related	=	0	0
SHACOG	=	0	0
School District	=	0	0
Bereavement Day	=	8	8
Personal Days /PTO/Sick Day	=	0	0
Holiday (New Years Day)	=	8	8
Totals	=	40	41.5



Review of Meetings and Priorities accomplished during the Week ending January 13, 2017

		Proposed Hours	Actual Hours
SPECIAL PROJECTS			
1 – Grants (DCNR Grant Workshop)	=	0	0
2. 2017 Budget	=	0	0
3 - ARLE Grant Project - Willock/Brwnsvl Rd. Signals	=	0	0
4 - Trail Committee Project	=	0	0
5 - Police Contract	=	0	0
7 - Sidewalk Improvement Policy/Project	=	0	0
8. 2016 Road Paving	=	0	0
9. GIS Project	=	0	0
11. New Municipal Complex	=	4	3
12. Video Surveillance System Project	=	0	0
13. - Sewage/Refuse Fee Collections Project	=	0	0
16.. RFP 2015-03 - Pool Repairs/Master Plan	=	0	0
17. Parking Ordinance	=	0	0
18. RT 51 Technical Advisory Committee	=	0	0
19. Organization Policy	=	0	0
21. YES Policy	=	0	0
22. Banner Policy	=	0	0
23. 2017/2018 Strategic Plan	=	0	0
OPERATIONS	=		
IN Community/Newsletter	=	0	0
Administrative Items	=	5	7
Civil Service	=	0	0
Code Enforcement	=	2	2
Community Affairs/Economic Development	=	0	0
CONNECT	=	0	0
EDS	=	0	0
Engineering	=	2	0
Finances	=	1	0
Healthcare Related	=	0	0
IT Related	=	1	0.75
Council Related (phone calls, meetings, etc.)	=	3	0.5
Council Meetings (Prep./Agendas/Attend	=	6	4.75
Council Packets	=	1	0.75
Manager's Report	=	1	1
Insurance	=	0	0
Legal	=	8	8.75
Library	=	0	0
Parks & Recreations	=	0	5
Pensions	=	0	0
Personnel	=	4	3.5
Pool	=	0	0
Professional Development	=	0	0
Public Relations	=	2	2.75
Public Safety	=	0	0
Public Works	=	0	0
Right-To-Know	=	0	0
Safety Committee Meeting	=	2	2
Sewage Related	=	1	0.25
SHACOG	=	0	0
School District	=	0	2
Bereavement Day	=	0	0
Personal Days /PTO/Sick Day	=	0	0
Holiday (New Years Day)	=	0	0
Totals	=	43	44



Review of Meetings and Priorities accomplished during the Week ending January 20, 2017

		Proposed Hours	Actual Hours
SPECIAL PROJECTS			
1 – Grants (DCNR Grant Workshop)	=	0	0
2. 2017 Budget	=	0	0
3 - ARLE Grant Project - Willock/Brwnsvl Rd. Signals	=	0	0
4 - Trail Committee Project	=	0	0
5 - DPW/Clerical Contract	=	0	0
7 - Sidewalk Improvement Policy/Project	=	0	0
8. 2017 Road Paving	=	0	0
9. GIS Project	=	0	0
11. New Municipal Complex	=	3	5.5
12. Video Surveillance System Project	=	0	0
13. - Sewage/Refuse Fee Collections Project	=	0	0
16.. RFP 2015-03 - Pool Repairs/Master Plan	=	0	0
17. Parking Ordinance	=	0	0
18. RT 51 Technical Advisory Committee	=	0	0
19. Organization Policy	=	0	0
21. YES Policy	=	0	0
22. Banner Policy	=	0	0
23. 2017/2018 Strategic Plan	=	0	0
OPERATIONS	=		
IN Community/Newsletter	=	0	0
Administrative Items	=	5	5
Civil Service	=	0	0
Code Enforcement	=	0	2
Community Affairs/Economic Development	=	2	7.75
CONNECT	=	3	0
EDS	=	0	0
Engineering	=	2	3.25
Finances	=	2	2.75
Healthcare Related	=	0	0
IT Related	=	1	0
Council Related (phone calls, meetings, etc.)	=	3	2.5
Council Meetings (Prep./Agendas/Attend	=	6	7.75
Council Packets	=	2	0.5
Manager's Report	=	2	2.25
Insurance	=	0	0
Legal	=	4	2.25
Library	=	0	0
Parks & Recreations	=	0	0
Pensions	=	1	0
Personnel	=	8	6.25
Pool	=	0	0
Professional Development	=	0	0
Public Relations	=	4	0
Public Safety	=	0	0
Public Works	=	0	0
Right-To-Know	=	0	0
Safety Committee Meeting	=	0	0
Sewage Related	=	1	0
SHACOG	=	0	0
School District	=	0	0
Bereavement Day	=	0	0
Personal Days /PTO/Sick Day	=	0	0
Holiday (New Years Day)	=	0	0
Totals	=	49	47.75



Review of Meetings and Priorities accomplished during the Week ending January 27, 2017

		Proposed Hours	Actual Hours
SPECIAL PROJECTS			
1 – Grants (DCNR Grant Workshop)	=	0	0
2. 2017 Budget	=	0	0
3 - ARLE Grant Project - Willock/Brwnsvl Rd. Signals	=	0	0
4 - Trail Committee Project	=	0	0
5 - DPW/Clerical Contract	=	0	0
7 - Sidewalk Improvement Policy/Project	=	0	0
8. 2017 Road Paving	=	0	0
9. GIS Project	=	0	0
11. New Municipal Complex	=	3	4.5
12. Video Surveillance System Project	=	0	0
13. - Sewage/Refuse Fee Collections Project	=	0	0
16.. RFP 2015-03 - Pool Repairs/Master Plan	=	0	0
17. Parking Ordinance	=	0	0
18. RT 51 Technical Advisory Committee	=	0	0
19. Organization Policy	=	0	0
21. YES Policy	=	0	0
22. Banner Policy	=	0	0
23. 2017/2018 Strategic Plan	=	0	0
OPERATIONS	=		
IN Community/Newsletter	=	0	0
Administrative Items	=	5	3
Civil Service	=	0	0
Code Enforcement	=	0	0
Community Affairs/Economic Development	=	2	1.25
CONNECT	=	0	0
EDS	=	0	0
Engineering	=	0	3.5
Finances	=	2	1.25
Healthcare Related	=	0	0
IT Related	=	1	0
Council Related (phone calls, meetings, etc.)	=	3	3.25
Council Meetings (Prep./Agendas/Attend	=	4	5.25
Council Packets	=	2	0.75
Manager's Report	=	2	0
Insurance	=	0	0
Legal	=	4	0
Library	=	0	0
Parks & Recreations	=	0	0
Pensions	=	1	1.75
Personnel	=	0	1.25
Pool	=	0	0
Professional Development	=	16	18.75
Public Relations	=	4	4
Public Safety	=	0	0
Public Works	=	0	0
Right-To-Know	=	0	0
Safety Committee Meeting	=	0	0
Sewage Related	=	1	0
SHACOG	=	0	0
School District	=	0	0
Bereavement Day	=	0	0
Personal Days /PTO/Sick Day	=	0	0
Holiday (New Years Day)	=	0	0
Totals	=	50	48.5



MEETINGS HELD IN JANUARY

January 30, 2017

5:00 PM – 6:30 PM MTG/Borough Building Committee

January 31, 2017

7:00 PM – 8:30 PM MTG/Joint School Board/Council Meeting

February 01, 2017

10:00 AM – 11:00 AM MTG/Parks & Recreation Monthly Department Meeting

11:00 AM – 1:00 PM MTG/Code Department Meeting with Solicitor

February 02, 2017

4 Hours – PTO – OUT OF OFFICE

February 03, 2017

9:10 AM – 10:00 AM MTG/Monthly Staff Meeting

January 02, 2017

New Year's Holiday – Borough Offices are Closed.

January 04, 2017

12:00 PM – 1:00 PM MTG/with R. Phelps RE. Annual Energy Audit

2:00 PM – 4:00 PM MTG/Engineering Monthly Department Meeting

January 05, 2017

9:00 AM – 6:00 PM Bereavement Day – OUT OF OFFICE

January 09, 2017

11:00 AM – 12:00 PM MTG/Parks & Recreation Monthly Department Meeting

6:00 PM – 8:00 PM MTG/Parks & Recreation Committee meeting.



January 10, 2017

9:00 AM – 10:00 AM	MTG/Code Monthly Department Meeting
11:30 AM – 12:30 PM	MTG/Monthly Safety Committee Meeting

January 11, 2017

12:30 PM – 2:00 PM	MTG/with Gavin Robb RE. New Solicitor
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January 12, 2017

9:00 AM – 12:00 PM	MTG/Legal Issues with Drone
2:00 PM – 3:00 PM	MTG/with School District RE. WPIAL Playoffs

January 13, 2017

9:10 AM – 10:00 AM	MTG/Monthly Staff Meeting
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January 16, 2017

5:00 PM – 6:30 PM	MTG/Borough Building Committee
6:30 PM – 7:30 PM	MTG/Council Executive Session
7:30 PM – 10:00 PM	MTG/Council Regular Meeting

January 17, 2017

3:00 PM – 4:00 PM	MTG/with Forward Management RE. Pyramid Ave.
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January 18, 2017

10:00 AM – 11:00 AM	Performance Evaluation/J. Attanucci
11:00 AM – 12:00 PM	Performance Evaluation/R. Costa
2:00 PM – 3:00 PM	Performance Evaluation/R. Mackewich
3:00 PM – 4:00 PM	Performance Evaluation/V. Alexandrov

January 19, 2017

10:00 AM – 12:00 PM	MTG/CONNECT Board of Directors
5:45 PM – 9:00 PM	EVENT/ALOM Bi-Annual Legislative Session



January 20, 2016

11:30 AM – 1:30 PM MTG/with Gateway Engineers.

January 23, 2017

4:30 PM – 5:00 PM MTG/with Ruthann Omer
5:00 PM – 6:00 PM MTG/Borough Building Committee
6:00 PM – 7:00 PM MTG/Council Executive Session
7:00 PM – 7:30 PM HEARING/Liquor License
7:30 PM – 10:00 PM MTG/Council Regular Meeting

January 24, 2017

8:00 AM – 9:00 AM MTG/BBW Chamber BOD Meeting
12:00 PM – 1:00 PM MTG/South Hills Manager's Meeting

January 25, 2017

9:00 AM – 10:00 AM MTG/with SPC RE. Sinc-Up Project
11:00 AM – 12:00 PM MTG/Pension Board
12:00 PM – 1:00 PM MTG/CEC Consultants

January 26, 2017

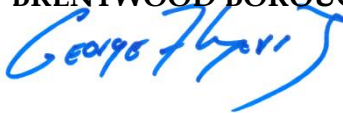
12:00 PM – 8:00 PM CONFERENCE/ APMM Winter Conference

January 26, 2017

7:00 AM – 4:00 PM CONFERENCE/ APMM Winter Conference

If you have any questions or comments or would like additional information, please do not hesitate to give me a call.

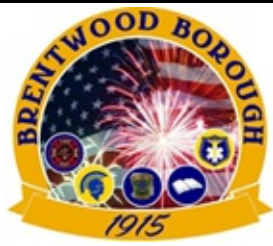
Very truly yours,
BRENTWOOD BOROUGH



George Zboyovsky, PE
Borough Manager

cc: D. Troy – Mayor via Email
A. Zeppuhar – Chief
Staff





BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 9.a.

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

DATE: February 20, 2017

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

ATTACHMENTS:

Description

MS Proclamation

Upload Date

2/18/2017

Type

Cover Memo



THE BOROUGH OF BRENTWOOD

OFFICE OF THE MAYOR

DENNIS H. TROY

3624 BROWNSVILLE ROAD

BRENTWOOD, PENNSYLVANIA 15227-3199

Phone: (412) 884-1500 Ext. 130

E-mail: dtroy@brentwoodboro.com



MS AWARENESS WEEK

Borough of Brentwood

Allegheny County, Commonwealth of Pennsylvania

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

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

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

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

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

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

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

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

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



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 9.b.

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

DATE: February 20, 2017

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

ATTACHMENTS:

Description

Proclamation of Peter John Neiderberger

Upload Date

2/18/2017

Type

Cover Memo

In Memory of Peter John Niederberger

BOROUGH OF BRENTWOOD

ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA

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

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

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

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

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

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

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

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

Dennis H. Troy, Mayor
Brentwood Borough, Pennsylvania



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

SUBJECT: Consider approving the minutes from the January 16th and January 23rd Council Meetings [ACTION ITEM].

DATE: February 20, 2017

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

SUMMARY:

Minutes are the official record of actions taken during the meeting, including motions made, who proposed and seconded them, and if they passed, failed or were tabled and the margin for each vote. Although the Borough does try to record some of the discussions that occur during a meeting, members should realize that meeting minutes are not a “transcribed verbatim” record and typically best meeting minute practices are those that limit the meeting minutes only to official actions/votes. It is not required to record any discussion on any issue.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Approve meeting minutes as presented.

ATTACHMENTS:

Description	Upload Date	Type
1-16-17 Agenda Meeting Minutes	2/13/2017	Cover Memo
1-23-17 Regular Meeting Minutes	2/13/2017	Cover Memo

BOROUGH OF BRENTWOOD
AGENDA
January 16, 2017 - AGENDA MEETING MINUTES
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.

Meeting called to order at 7:38PM

2. Pledge of Allegiance.

3. Roll Call.

Member	Present	Absent	Member	Present	Absent
Mr. Carnevale	X		Ms. Fox	X	
Mr. Schubert	X		Mr. Frombach	X	
Mr. Doyle	X		Mr. Smith	X	
Dr. Pasquantonio	X		Mayor Troy	X	
Solicitor			Manager Zboyovsky	X	

4. Presentation

- a. Consider adopting Resolution 2017-01, appointment of Tucker Arensberg as Solicitor
[ACTION ITEM]

Mr. President, I move to adopt Resolution No. 2017-01 appointing Tucker Arensberg, P.C. as Borough Solicitor for a period ending December 31, 2017.

Motion By: Pat Carnevale

Second By: AJ Doyle

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

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

Helen Sharrer, 112 Kaufmann Avenue, commented on the the proposed stop sign ordinance. Asked Council to deny this motion. Stated that traffic control devices will not address the site line issue.

Asked for additional correspondence to be issued to owners of properties near stop sign regarding growth of hedges.

Tony Iaconne, 3839 Theresa Avenue, concurred with Ms. Sharrer.

6. Communications.

None.

7. Department and Borough Managers Reports:

- a. Public Works Department
 - b. Building Inspector
 - c. Engineer
 - d. Recreation
 - e. Police Chief
 - f. EMS
 - g. Fire Department
 - h. Solicitor
 - i. Finance Director
 - j. Borough Manager
- a. Consider accepting the Department and Borough Manager's Reports [ACTION ITEM]
Mr. President, I move to accept the Department and Borough Manager's Reports for the Period ending December 31, 2016 as presented.

Motion By: Rich Schubert

Second By: Stephanie Fox

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

8. President's Report – Mr. John Frombach

- a. Welcome New Solicitor

President Frombach introduced Solicitor Gavin Robb. Reviewed the long history of his firm, Tucker Arensberg, in representing municipalities and school districts.

- b. FYI - Brentwood Council/School District Meeting

Brentwood Borough Council will be meeting with the Brentwood School District Board of Directors on Tuesday, January 31st at 7:00 PM at the Brentwood High School Cafeteria. These meetings are open to the public.

9. Mayor's Report – Mr. Dennis Troy

- a. Chief Zeppuhar's Accomplishment

Graduation from the FBI National Academy Program at Quantico, Virginia

Mayor Troy applauded Chief Zeppuhar for graduating from this selective, intensive course.

- b. Parking Update

Mayor Troy asked for Council to consider acting on a revised parking ordinance this year. Proposed one additional public meeting to be held on this matter within the next 30 days.

- c. Clean Sweep Update

Announced that, with the return of Chief Zeppuhar, the next detail will take place on Friday.

10. Administrative and Finance Committee – Mr. Harold Smith

- a. Consider approving the minutes from the December 12th Council Meetings [ACTION ITEM].

Mr. President, I move to approve the minutes from the December 12th Council Meeting.

Motion By: Harold Smith

Second By: Robert Pasquantonio

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

- b. Consider Accepting the Treasurer's Report for the Period Ending December 31, 2016 [ACTION ITEM]

Mr. President, I move to accept the Treasurer's Report for the Period Ending December 31, 2016.

Motion By: Harold Smith

Second By: AJ Doyle

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

- c. Consider ratifying the payment of bills from December 1 to December 31, 2016. [ACTION ITEM]

Mr. President, I move the Borough ratify the payment of bills from December 1 to December 31, 2016 for the following:

1. ***General Fund in the amount of \$534,112.84***
2. ***Sanitary Sewer Fund in the amount of \$65,584.89***
3. ***Capital Improvement Fund in the amount of \$84,355.36***
4. ***Liquid Fuels Fund in the amount of \$62,715.75***
5. ***Non-Uniform Pension Fund in the amount of \$2,597.27***
6. ***Police Pension Fund in the amount of \$18,895.68***

Mr. Carnevale asked if the payment of bills reflects the pension allocations for the two newly retired individuals. Manager Zboyovsky responded that this information will not be recorded until the January report.

Motion By: Harold Smith

Second By: Rich Schubert

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

- d. Consider adopting Resolution 2017-02, setting the 2017 mileage reimbursement rate [ACTION ITEM]

Mr. President, I move to adopt Resolution No. 2017-02, setting the 2017 mileage reimbursement rate at 53.5 cents per mile.

Motion By: Harold Smith

Second By: Robert Pasquantonio

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

- e. Consider adopting Resolution 2017-03, designating bank depositories for municipal funds [ACTION ITEM]

Mr. President, I move to adopt Resolution No. 2017-03, establishing the bank depositories for municipal funds.

Motion By: Harold Smith

Second By: Robert Pasquantonio

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

- f. Consider adopting Resolution 2017-04, authorizing prepayment of invoices and payroll [ACTION ITEM]

Mr. President, I move to adopt Resolution No. 2017-04, authorizing the Finance Director to make prepayment of payroll and certain invoices.

Motion By: Harold Smith

Second By: AJ Doyle

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

- g. Consider adopting Resolution 2017-05, Designation of Newspaper of Record [ACTION ITEM]

Mr. President, I move to adopt Resolution No. 2017-05, establishing the newspapers of record for Borough notices.

Mr. Carnevale asked how the Borough will respond to the closing of the Pittsburgh Tribune Review. Manager Zboyovsky replied that the majority of notices are placed in the weekly South Hills Record; the Pittsburgh Post Gazette is the only available daily print option.

Motion By: Harold Smith

Second By: Stephanie Fox

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

- h. Consider adopting Resolution 2017-06, designating authorized signatories for Borough accounts [ACTION ITEM].

Mr. President, I move to adopt Resolution No. 2017-06, designating authorized signatories for Borough accounts.

Motion By: Harold Smith

Second By: Pat Carnevale

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

- i. Consider adopting Resolution 2017-07, Exoneration of Tax Collector [ACTION ITEM]

Mr. President, I move the Borough Adopt Resolution 2017-07, Exoneration of Tax Collector

Mr. Smith asked for explanation on the purpose of this resolution. Manager Zboyovsky stated that this motion removes the tax collector from future responsibility pertaining to receipt of outstanding real estate taxes; past due balances are turned over to contracted delinquent

collector Jordan Tax Services.

Motion By: Harold Smith

Second By: Pat Carnevale

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

- j. Consider adopting Ordinance 2017-1256, Tax Collector Salary.[Discussion]

Mr. Carnevale stated that he is in favor of approving the full requested increase to a salary of \$9,500. Manager Zboyovsky responded that, at the December meeting, Council indicated its prerogative to adjust the tax collector salary from \$5,000 to \$7,000. State law only allows for a salary increase to be authorized by February 15th of an election year. An alteration to the recommended salary would require the ordinance to be re-advertised; the ordinance would subsequently need to be approved at a special meeting.

- k. Consider adopting Resolution 2017-12, Amendments to Financial Standard Operating Procedures.[DISCUSSION]

Manager Zboyovsky indicated that this item sets a formal policy for the use of the proposed uniform allowance cards. Mr. Smith asked how purchases will be recorded. Manager Zboyovsky replied that PNC Bank will supply a monthly transaction log.

11. Public Works Committee – Mr. AJ Doyle

Mr. Doyle thanked Chief Zeppuhar for joining him at the Polar Plunge fundraiser.

- a. Consider adopting Resolution 2017-08, reappointment of Engineer [ACTION ITEM]
Mr. President, I move to adopt Resolution No. 2017-08, reappointing The Gateway Engineers as Borough Engineer for a period ending December 31, 2017.

Motion By: AJ Doyle

Second By: Harold Smith

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

- b. Consider approving the agreement with Mr. John for rental of four ADA-compliant portable toilets for Brentwood Park [ACTION ITEM]
Mr. President, I move to approve the agreement with Mr. John for the rental of four ADA-compliant portable toilets to be installed at Brentwood Park.

Mr. Carnevale asked why it was necessary to place two portable toilets near the playground when the stadium restrooms are open during park operating hours. Manager Zboyovsky stated that this area has seen a significant increase in foot traffic since the playground was reconstructed.

Motion By: AJ Doyle

Second By: Rich Schubert

Ayes: Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

Nays: Carnevale

President: "Motion Passed"

- c. Consider approving the agreement with Penn Power for generator maintenance [ACTION ITEM]

Mr. President, I move to approve the agreement with Penn Power Systems for maintenance of the generators at the municipal building and public works building in the annual amount of \$710 to be charged to the General Fund Line Item 01-409-450 Contracted Services and \$725 to be charged to the General Fund Line Item 01-430-450 Contracted Services.

Mr. Carnevale questioned the need for a generator at the DPW building.

Motion By: AJ Doyle

Second By: Rich Schubert

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

- d. FYI - Military Banner Program for the Borough of Brentwood.

Mr. President, a reminder that the deadline to purchase a Military Banner is fast approaching.

Completed applications and full payment must be received by February 15th to be considered for installation in the same year. Applications received after February 15th will be filed for the following year.

To date, the Borough has received approximately forty (40) applications. Applications and information is available on the Borough web site.

12. Zoning and Ordinance Committee – Ms. Stephanie Fox

- a. FYI- Public hearing for an intermunicipal liquor license transfer will be held on January 23rd.

FYI- Mr. President, a public hearing will be held on January 23rd at 7PM to review a request by Giant Eagle for an inter-municipal liquor license transfer.

- b. FYI- A Planning Commission meeting will be held on January 19th.
FYI- Mr. President, a Planning Commission meeting will be held on January 19th at 7:30 PM to review a request for a conditional use permit for a home occupation business.
- c. FYI- Public hearing for Digital Sign Ordinance scheduled for February 20th.
FYI- Mr. President, a public hearing will be held on February 20th at 7PM to review Ordinance No. 2016-1252: Digital Signs.

Mr. Schubert stated that he is against the proposal to allow digital signs as a conditional use on Brownsville Road. Asked for the public hearing to be proposed until March 20th. A motion was presented to advertise for the new date.

Mr. Carnevale expressed his desire to have the public hearing occur as quickly as possible. Also asked that stipulations pertaining to the number of messages that may be displayed per minute be changed.

Motion By: Rich Schubert

Second By: John Frombach

Ayes: Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith
Nays: Carnevale

President: "Motion Passed"

- d. Consider adopting Resolution 2017-10, appointing Bob Cranmer to the Brentwood Borough Planning Commission [ACTION ITEM]
Mr. President, I move the Borough adopt Resolution 2017-10, appointing Bob Cranmer to the Brentwood Borough Planning Commission.

Motion By: Stephanie Fox

Second By: Rich Schubert

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

13. Parks and Recreation Committee – Mr. Rich Schubert

a. Field 4 Renovation - [UPDATE]

Mr. Schubert reported that the total cost of this project is estimated to amount to \$20,000. \$5,000 of these expenses will be offset by a Pirates Foundation grant. Written quotes will be required per state law.

b. Park Lighting - [DISCUSSION]

Mr. Schubert stated that, to reduce utility costs, Rec Director Attanucci had devised a proposed lighting schedule. Additionally investigating push button system that is designed to activate lights only when facilities in use. Also reviewing need for safety lighting for civic center walkway.

Discussion of strategy for eliminating use of football field by non-resident groups. Recommendation to require permit for all field use after dark, which would significantly increase ease of police department enforcement on this matter. Only track lights would be electrified on days were permitted activity is not taking place.

c. Consider the request from the Brentwood Park Initiative (BPI) asking the Borough to construct a pavilion(s) in the Brentwood Park. [DISCUSSION]

Mr. Doyle explained that the BPI board preliminary voted to donate an amount equal to the cost of a pavilion structure and one-half of foundation and site preparation work. Mr. Schubert asked for the creation of a committee to formulate a formal proposal. Mr. Smith expressed concern about completing construction in 2017, as this item was not included in the budget; asked for this project to be deferred or for the BPI to front the full cost. Manager Zboyovsky reviewed how the procurement process would be addressed on this project.

14. Public Safety Committee – Mr. Pat Carnevale

a. Consider adopting Ordinance No. 2017-1253; Stop Sign at Kaufmann and Lawnview and on Theresa Ave.

Mayor Troy expressed his opinion that, upon further review of the condition, a stop sign may not be necessary at Lawnview Avenue. Proposed introducing an ordinance to restrict the height of hedges in a front yard. Manager Zboyovsky stated that, based upon state engineering guidelines, a stop sign is warranted at the intersection.

Mayor Troy subsequently reviewed the conditions at Theresa Avenue. Indicated that he believes the most important priority is to relocate the stop sign and to eliminate a hazardous parking stall that is located directly adjacent to the sign.

- b. Consider adopting Resolution 2017-11, Entering Into a Prepaid Card Issuance Agreement with PNC Bank [ACTION ITEM]

Mr. President, I move the Borough adopt Resolution No. 2017-11, Entering Into a Prepaid Card Issuance Agreement with PNC Bank.

Motion By: Pat Carnevale

Second By: AJ Doyle

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

- c. Consider Grievance No. 13266 - [ACTION ITEM]

Mr. President, I move the Borough [approve/deny] Grievance No.13266.

Motion deferred to the regular meeting.

- d. Consider Grievance No. 13271 - [ACTION ITEM]

Mr. President, I move the Borough [approve/deny] Grievance No. 13266.

Motion deferred to the regular meeting.

- e. Letters of interest and Resumes Emergency Management Coordinator [DISCUSSION]

Mr. Carnevale recommended that Council act next week to appoint EMS Supervisor John Balkovec to the position.

15. Community Affairs Committee – Dr. Robert Pasquantonio

- a. Consider adopting Resolution 2017-09, decalring the week of April 2, 2017 as Local Government Week [ACTION ITEM]

Mr. President, I move to adopt Resolution No. 2017-09, declaring the week of April 2, 2017 as Local Government Week.

Motion By: Robert Pasquantonio

Second By: Harold Smith

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

- b. FYI - Banner Community Application

Mr. President, as stated, the Borough will once again be applying to the County to try and

achieve recognition as a 2017 Banner Community. In order to even be considered, the Borough must demonstrate a commitment to sustainable practices including:

- *professional development for employees and elected officials;*
- *intergovernmental cooperation;*
- *sound fiscal management; and*
- *proactive communications to engage community stakeholders.*

c. FYI - Brentwood's VFW Post 1810 Annual Man of the Year Banquet

Brentwood Veterans' of Foreign Wars Post 1810 will hold their 54th Annual Person of the Year Banquet on Saturday, February 11, 2017. This year's honoree will be Robert D. (Butch) Burke.

Tickets for the banquet are \$15 per person and a reservation must be made by February 3, 2017 by contacting Henry Mannella at 412-523-5764.

16. Special Committees

Mr. Frombach reported that the Building Committee met to discuss plans for a new municipal facility. Options will be further reviewed at a January 23rd meeting.

Ms. Fox reported on the Anti-Bullying Initiative. Asked the Borough to support outreach pertaining to youth drug and alcohol abuse. To be discussed at the joint meeting with the school board.

17. Old Business

None.

18. New Business

Mr. Frombach announced that the annual July 4th Committee Night at the Races event will take place on February 24th. A limit of 250 tickets will be available in advance. No admission at the door.

19. Public Comment

Helen Sharrer, 112 Kaufmann Avenue, expressed support for the discussed proposal pertaining to limitations on the the height of shrubs.

20. Adjournment

Adjourned at 9:31PM.

Motion By: Stephanie Fox

Second By: AJ Doyle

Ayes: Carnevale, Doyle, Fox, Frombach, Pasquantonio, Schubert, Smith

President: "Motion Passed"

BOROUGH OF BRENTWOOD
AGENDA
January 23, 2017 - REGULAR MEETING MINUTES
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.

Meeting called to order at 7:33PM.

2. Pledge of Allegiance.

3. Roll Call.

Member	Present	Absent	Member	Present	Absent
Mr. Carnevale	X		Ms. Fox	X	
Mr. Schubert	X		Mr. Frombach		X
Mr. Doyle	X		Mr. Smith	X	
Dr. Pasquantonio	X		Mayor Troy	X	
Solicitor	X		Manager Zboyovsky	X	

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

Herb Sill, 230 Bauman Avenue, commented on the proposed stop sign ordinance. Questioned the specific locations of the the signs relative to the intersections. Manager Zboyovsky stated that installation will be by DPW in accordance with the Manual of Uniform Traffic Control Devices. Asked Council to consider a study of conditions along Bauman Avenue.

5. Communications.

- a. Thank You Letter - DPW

Thank You from Ms. Betty, for taking care of some pot holes on Greenlee Rd.

6. Department and Borough Managers Reports:

- a. Public Works Department
- b. Building Inspector
- c. Engineer
- d. Recreation

- e. Police Chief
- f. EMS
- g. Fire Department
- h. Solicitor
- i. Finance Director
- j. Borough Manager

Mr. Carnevale questioned the energy efficiency report. Manager Zboyovsky stated that a presentation will be scheduled to review next month. A significant increase of electricity usage at the civic center was noted.

7. President's Report – Mr. John Frombach

No report due to absence of Mr. Frombach.

8. Mayor's Report – Mr. Dennis Troy

Mayor Troy reported that the Clean-Up detail has been delayed due to inclement weather.

9. Administrative and Finance Committee – Mr. Harold Smith

- a. Consider adopting Ordinance 2017-1256, Tax Collector Salary.[ACTION ITEM]

Mr. President, I move the Borough adopt Ordinance 2017-1256, Setting the Tax Collector Salary.

Motion By: Harold Smith

Second By: AJ Doyle

Ayes: Doyle, Fox, Pasquantonio, Schubert, Smith

Nays: Carnevale

Absent: Frombach

President: "Motion Passed"

- b. Consider adopting Resolution 2017-12, Amendments to Financial Standard Operating Procedures.[ACTION ITEM]

Mr. President, I move the Borough adopt Resolution 2017-12, Amendments to Financial Standard Operating Procedures.

Manager Zboyovsky clarified that the purpose of the resolution was to set policies for the use of the new prepaid uniform allowance cards.

Motion By: Harold Smith

Second By: AJ Doyle

Ayes: Carnevale, Doyle, Fox, Pasquantonio, Schubert, Smith

Absent: Frombach

President: "Motion Passed"

- c. Consider ending Denise Assenti's Probationary Period Effective January 1, 2017. [ACTION ITEM]

Mr. President, I move the Borough end Denise Assenti's Probationary Period Effective January 1, 2017.

Manager Zboyovsky explained that this motion is designed to ensure that the end of Ms. Assenti's probationary period coincides with the date of her promotion to full time status.

Motion By: Harold Smith

Second By: AJ Doyle

Ayes: Doyle, Fox, Pasquantonio, Schubert

Nays: Carnevale, Smith

Absent: Frombach

President: "Motion Passed"

- d. Consider adopting Resolution 2017-13, Amendment to Exoneration of Tax Collector [ACTION ITEM]

Mr. President, I move the Borough Adopt Resolution 2017-13, amending the tax collector exoneration ordinance.

Manager Zboyovsky stated that this resolution is necessary due to a revision in the Tax Collector's year end collections report.

Motion By: Harold Smith

Second By: Pat Carnevale

Ayes: Carnevale, Doyle, Fox, Pasquantonio, Schubert, Smith

Absent: Frombach

President: "Motion Passed"

10. Public Works Committee – Mr. AJ Doyle

Mr. Doyle reminded residents that the Military Banner Program applications are due by February 15th.

- a. Consider adopting Resolution 2017-14, Amendment to Personnel Manual to Create Position of DPW Director [ACTION ITEM].

Mr. President, I move to adopt Resolution No. 2017-14, amending the Brentwood Personnel Policies & Procedures Manual to create the position of Public Works Director.

Mr. Carnevale asked for clarification regarding the new job titles. Manager Zboyovsky stated that Mr. Mackewich will continue to serve as operational foreman, while Mr. Alexandrov will be given greater policy and planning responsibilities. This promotion places both employees on the same level as co-department leaders. Mr. Carnevale expressed concern that this could be perceived as a demotion for Mr. Mackewich.

Mayor Troy called upon to break tie vote.

Motion By: AJ Doyle

Second By: Stephanie Fox

Ayes: Doyle, Pasquantonio, Schubert
Nays: Carnevale, Fox, Smith, Troy

Absent: Frombach

President: "Motion Failed"

- b. Consider approving the promotion of Vitali Alexandrov to DPW Director [ACTION ITEM].
Mr. President, I move to promote Vitali Alexandrov to the position of Public Works Director, effective January 1, 2017, at a rate in accordance with the non-contractual salaries listed in Resolution No. 2016-66.

No action due to failure of previous motion.

- c. Consider Change Order No. 2 submitted by Traffic Control & Engineering and approved by The Gateway Engineers associated with the addition of conduit and a pedestrian push button pole for the Brownsville Road/Willock Road Traffic Signal replacement project in the amount of \$1,368.70 to be paid from the Capital Improvement Fund Line Item 18-433-700 Minor Purchases.[ACTION ITEM]
Mr. President, I move the Borough approve Change Order No. 2 submitted by Traffic Control & Engineering and approved by The Gateway Engineers associated with the addition of conduit and a pedestrian push button pole for the Brownsville Road/Willock Road Traffic Signal replacement project in the amount of \$1,368.70 to be paid from the Capital Improvement Fund Line Item 18-433-700 Minor Purchases.

Manager Zboyovsky stated that this change order is associated with a need to install a new a new pedestrian push button system to meet ADA requirements.

Mr. Smith questioned how much of the project cost would be reimbursed. Manager Zboyovsky stated that the ARLE granted totaled \$162,000.

Motion By: AJ Doyle

Second By: Stephanie Fox

Ayes: Carnevale, Doyle, Fox, Pasquantonio, Schubert, Smith

Absent: Frombach

President: "Motion Passed"

11. Zoning and Ordinance Committee – Ms. Stephanie Fox

- a. FYI- Public hearing for Digital Sign Ordinance scheduled for March 20th.

FYI- Mr. President, a public hearing will be held on March 20th at 7PM to review Ordinance No. 2016-1252: Digital Signs.

12. Parks and Recreation Committee – Mr. Rich Schubert

- a. Park Lighting - [DISCUSSION/AND OR ACTION]

Mr. Smith advised Council not to take any action on this policy until quotes were received for the installation of a push button lighting system. Mr. Carnevale asked for basketball and tennis court lighting hours to be reduced except during June through August peak season. Mr. Schubert clarified that push button system will be programed to be inactive after the scheduled closing time.

Review of methods for preventing outside leagues from utilizing football field. Mr. Schubert stated that, by only operating stadium lights during permitted event, could provide Police Department with better control over facility usage. Mayor Troy recommended installing a sign that indicated that, if the field lights are not active, then use of the field is prohibited. Solicitor Robb responded that such signage could help the Borough in litigation over a player injury but would not preclude potential lawsuits. Mr. Smith asserted that any such field policy should be targeted toward organized groups. Asked to alter this language so as to prevent small groups of children from being unable to use the facility.

- b. Consider the request from the Brentwood Park Initiative (BPI) asking the Borough to construct a pavilion(s) in the Brentwood Park. [ACTION ITEM]

Mr. President, I move to authorize the Borough Manager to allocate staff and Borough resources to work with the BPI to develop plans and cost estimates associated with one or two new pavilions for the Brentwood Park and then present such to Council for approval.

Dr. Pasquantonio asked for clarification on Borough expenses associated with this project. Manager Zboyovsky stated that this motion only approves allocation of staff time; no direct expenditures will be authorized without further action by Council.

Mr. Carnevale questioned the procurement process. Manager Zboyovsky reported that the Parks & Rec Committee recommended following a similar process as occurred with the playground project. The Borough will acquire the necessary quotes and facilitate construction; the BPI will simply provide financial support. Mr. Doyle stated that the BPI does not intend to gift the pavilion to the Borough but rather is seeking to coordinate this effort to ensure that it is

installed in a cost effective manner.

Motion By: AJ Doyle

Second By: Robert Pasquantonio

Ayes: Carnevale, Doyle, Fox, Pasquantonio, Schubert, Smith

Absent: Frombach

President: "Motion Passed"

13. Public Safety Committee – Mr. Pat Carnevale

- a. Consider adopting Ordinance No. 2017-1253; Stop Sign at Kaufmann and Lawnview and on Theresa Ave. [ACTION ITEM]

Mr. President, I move the Borough adopt Ordinance No. 2017-1253; placing Stop Signs on Lawnview facing Kaufmann and on Theresa Ave. facing Kaufmann.

Motion By: Pat Carnevale

Second By: Stephanie Fox

Ayes: Carnevale, Doyle, Fox, Pasquantonio, Schubert, Smith

Absent: Frombach

President: "Motion Passed"

- b. Consider Resolution No. 2017-17 Appointment of the Borough's Emergency Management Coordinator [ACTION ITEM]

Mr. President, I move the Borough adopt Resolution No. 2017-17 Appointing John Balkovec as the Borough's Emergency Management Coordinator

Motion By: Pat Carnevale

Second By: Harold Smith

Ayes: Carnevale, Doyle, Fox, Pasquantonio, Schubert, Smith

Absent: Frombach

President: "Motion Passed"

- c. Consider authorizing the Borough Manager to conduct a study to determine if a stop sign is

warranted at the intersection of Bauman Ave and Tuxey Ave.

Motion By: Pat Carnevale

Second By: AJ Doyle

Ayes: Carnevale, Doyle, Fox, Pasquantonio, Schubert, Smith

Absent: Frombach

President: "Motion Passed"

14. Community Affairs Committee – Dr. Robert Pasquantonio

15. Special Committees

Mr. Doyle indicated that July 4th Committee "Night at the Races" tickets are available at the municipal building and online.

Ms. Fox reported on the Anti-Bullying Committee. A presentation was held at the high school pertaining to prescription drug abuse. Office Davidson participated in the event. Researching additional initiatives related to this topic.

16. Old Business

None.

17. New Business

None.

18. Public Comment

None.

19. Adjournment

Motion By: Harold Smith

Second By:

Ayes: Carnevale, Doyle, Fox, Pasquantonio, Schubert, Smith

Absent: Frombach

President: "Motion Passed"



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

SUBJECT: Consider Accepting the Treasurer's Report for the Period Ending January 31, 2017
[ACTION ITEM]

DATE: February 20, 2017

PRESENTED BY: MRS. SUSAN TOTH
FINANCE/HR DIRECTOR

SUMMARY:

The monthly Treasurer's Report is a summary of the various Borough bank accounts as well as the Borough's debt service accounts. Also included with the Treasurer's Report is the monthly revenue budget report.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Accept Treasurer's Report as presented.

PROS:

N/A

CONS:

N/A

ATTACHMENTS:

Description

January__2017_Expenditures

January, 2017 Revenues

Upload Date

2/18/2017

2/20/2017

Type

Cover Memo

Cover Memo

EXPENDITURES

01

GENERAL FUND

LIST OF

& TRANSACTION DETAILED BUDGET

REPORT

January 1 – January 31, 2017

\$ 255,412.15	(Payroll)
<u>\$ 363,717.99</u>	<u>(Bills)</u>
\$ 619,130.14	Total

Brentwood Borough **Treasurer's Report General Fund Expenditures** **For the Period Ending January 31, 2017**

EXPENDITURES	COUNCIL	YTD Exp and Encum as % of Budget	Budget	YTD Expenditures		Current Month	Current Encumbrances	Budget Remaining	Prior Year Exp & Encum	Prior Year Exp & Encum as % of Budget
				and Encumbrances						
01 400 110 000 Salaries Elected Officials		\$ 0.00	\$ 16,800.00	\$ 0.00	\$ 0.00	0.00	0.00	\$ 16,800.00	0.00	0.00
01 400 161 000 FICA		0.00	1,300.00	0.00	0.00	0.00	0.00	1,300.00	0.00	0.00
01 400 210 000 Office Supplies		0.00	500.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00
01 400 420 000 Dues Sub & Member		0.58	2,700.00	1,553.00	0.00	0.00	0.00	1,147.00	0.00	0.00
01 400 460 000 Meetings & Conf		0.05	10,000.00	535.00	535.00	0.00	0.00	9,465.00	0.00	0.00
01 400 700 000 Minor Purchases		0.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00	0.00
TOTAL - COUNCIL		0.06	33,300.00	2,088.00	2,088.00	0.00	0.00	31,212.00	0.00	0.00
MAYOR										
01 401 110 000 Salary - Mayor		\$ 0.00	\$ 3,400.00	\$ 0.00	\$ 0.00	0.00	0.00	\$ 3,400.00	0.00	0.00
01 401 161 000 FICA		0.00	300.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00
01 401 210 000 Office Supplies		0.00	300.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00
01 401 420 000 Dues Sub & Member		0.00	250.00	0.00	0.00	0.00	0.00	250.00	0.00	0.00
01 401 460 000 Meetings & Confer		0.07	1,600.00	110.00	110.00	0.00	0.00	1,490.00	0.00	0.00
01 401 700 000 Minor Purchases		0.00	500.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00
TOTAL - MAYOR		0.02	6,350.00	110.00	110.00	0.00	0.00	6,240.00	0.00	0.00
FINANCE										
01 402 311 000 Auditing Services		\$ 0.00	\$ 10,000.00	\$ 0.00	\$ 0.00	0.00	0.00	\$ 10,000.00	0.00	0.00
01 402 312 000 Actuarial Services		0.00	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00	0.00
TOTAL - FINANCE		0.00	14,000.00	0.00	0.00	0.00	0.00	14,000.00	0.00	0.00
TAX COLLECTION										
01 403 110 000 Salary-Elected		\$ 1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	0.00	0.00	\$ 0.00	0.00	0.00
01 403 161 000 FICA		0.00	400.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00
01 403 162 000 Unemployment Compensation		0.00	200.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00
01 403 210 000 Office Supplies		0.00	1,700.00	0.00	0.00	0.00	0.00	1,700.00	0.00	0.00
01 403 305 000 Del R.E. Tax Commission		0.03	35,000.00	1,035.00	0.00	0.00	0.00	33,965.00	0.00	0.00
01 403 307 000 EIT Collection Commission		0.09	1,000.00	90.40	90.40	0.00	0.00	909.60	0.00	0.00
01 403 309 000 LST Collection Commission		0.04	2,000.00	76.05	76.05	0.00	0.00	1,923.95	0.00	0.00
01 403 314 000 Special Legal Services		0.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00	0.00
01 403 325 000 Postage		0.00	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00	0.00
01 403 450 000 Contracted Services		0.00	800.00	0.00	0.00	0.00	0.00	800.00	0.00	0.00
01 403 900 000 Refund Of Prior Years		0.03	10,000.00	331.24	331.24	0.00	0.00	9,668.76	0.00	0.00
TOTAL - TAX COLLECTION		0.10	67,600.00	6,532.69	6,532.69	0.00	0.00	61,067.31	0.00	0.00
LEGAL SERVICES										
01 404 314 000 Special Legal Services		\$ 0.00	\$ 5,000.00	\$ 0.00	\$ 0.00	0.00	0.00	\$ 5,000.00	0.00	0.00
01 404 317 000 Solicitor (Hourly)		0.06	80,000.00	4,402.00	4,402.00	0.00	0.00	75,598.00	0.00	0.00
01 404 330 000 Codification		0.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00	0.00
01 404 341 000 Advertising		0.15	4,000.00	600.25	600.25	0.00	0.00	3,399.75	0.00	0.00
TOTAL - LEGAL SERVICES		0.05	94,000.00	5,002.25	5,002.25	0.00	0.00	88,997.75	0.00	0.00
ADMINISTRATION										
01 405 110 000 Salary - Professional		\$ 0.00	\$ 163,000.00	\$ 0.00	\$ 0.00	0.00	0.00	\$ 163,000.00	0.00	0.00
01 405 140 000 Salary - Staff		0.00	52,000.00	0.00	0.00	0.00	0.00	52,000.00	0.00	0.00
01 405 150 000 Salary - Temporar/Intern		0.00	7,100.00	0.00	0.00	0.00	0.00	7,100.00	0.00	0.00
01 405 153 000 Health - Disability		0.07	2,000.00	136.74	136.74	0.00	0.00	1,863.26	0.00	0.00
01 405 156 000 Health - Hospitalization		0.09	46,000.00	4,192.73	4,192.73	0.00	0.00	41,807.27	0.00	0.00
01 405 158 000 Life Insurance		0.05	700.00	34.00	34.00	0.00	0.00	666.00	0.00	0.00
01 405 161 000 FICA		0.00	17,000.00	0.00	0.00	0.00	0.00	17,000.00	0.00	0.00
01 405 162 000 Unemployment Compensation		0.00	1,100.00	0.00	0.00	0.00	0.00	1,100.00	0.00	0.00
01 405 168 000 Employee Retirement Benefits		0.00	5,000.00	0.00	0.00	0.00	0.00	4,996.60	0.00	0.00
01 405 183 000 Vacation Buy Back		0.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 405 189 000 MEA Allowance		0.00	9,000.00	0.00	0.00	0.00	0.00	9,000.00	0.00	0.00
01 405 192 000 Office Supplies		0.00	30.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00
01 405 210 000 Postage		0.08	6,000.00	481.76	481.76	0.00	0.00	5,518.24	0.00	0.00
01 405 215 000 Vehicle Fuel		0.21	5,000.00	1,073.99	1,073.99	0.00	0.00	3,926.01	0.00	0.00
01 405 231 000 Vehicle Fuel		0.00	1,300.00	0.00	0.00	0.00	0.00	1,300.00	0.00	0.00

Brentwood Borough
Treasurer's Report General Fund Expenditures
For the Period Ending January 31, 2017

	YTD Exp and Encum as % of Budget	Budget	YTD Expenditures and Encumbrances	Current Month	Current Encumbrances	Budget Remaining	Prior Year Exp & Encum	Prior Year Exp & Encum as % of Budget
COMMUNITY NEWSLETTER								
01 406 342 000 Community Newsletter	0.00	22,000.00	0.00	0.00	0.00	22,000.00	0.00	0.00
IT-NETWORKING-DATA PROCESSING	0.00	22,000.00	0.00	0.00	0.00	22,000.00	0.00	0.00
01 407 213 000 General Supplies	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 407 452 000 Contracted IT	0.18	28,000.00	4,950.00	4,950.00	0.00	23,050.00	0.00	0.00
01 407 453 000 Web Design/Maintenance	0.05	4,000.00	185.00	185.00	0.00	3,815.00	0.00	0.00
01 407 454 000 General Hardware	0.44	3,000.00	1,305.00	0.00	1,305.00	1,695.00	0.00	0.00
01 407 455 000 General Software/Licenses	3.60	1,000.00	3,600.00	3,600.00	0.00	(2,600.00)	0.00	0.00
01 407 456 000 Police Hardware	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 407 457 000 Police Software	0.18	7,000.00	1,288.75	1,288.75	0.00	5,711.25	0.00	0.00
TOTAL - IT-NETWORKING-DATA PROCESSING	0.25	44,500.00	11,328.75	10,023.75	1,305.00	33,171.25	0.00	0.00
ENGINEERING SERVICES								
01 408 313 000 Engineering Services	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00
TOTAL - ENGINEERING SERVICES	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00
BOROUGH BUILDING								
01 409 240 000 Operating Supplies	0.03	6,500.00	179.27	179.27	0.00	6,320.73	0.00	0.00
01 409 325 000 Internet Service	0.04	4,000.00	159.90	159.90	0.00	3,840.10	0.00	0.00
01 409 361 000 Electricity	0.07	13,000.00	862.40	862.40	0.00	12,137.60	0.00	0.00
01 409 362 000 Gas	0.15	5,000.00	725.68	725.68	0.00	4,274.32	0.00	0.00
01 409 366 000 Water	0.04	3,000.00	105.97	105.97	0.00	2,894.03	0.00	0.00
01 409 373 000 R&M Services	0.19	5,000.00	947.80	947.80	0.00	4,052.20	0.00	0.00
01 409 374 000 R&M - Machinery & Equipment	0.02	2,000.00	47.43	47.43	0.00	1,952.57	0.00	0.00
01 409 384 000 Rental - Machinery & Equipment	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 409 450 000 Contracted Services	0.15	8,000.00	1,207.21	1,207.21	0.00	6,792.79	0.00	0.00
01 409 750 000 Minor Purchases	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
TOTAL - BOROUGH BUILDING	0.08	50,000.00	4,225.66	4,235.66	0.00	45,764.34	0.00	0.00
POLICE DEPARTMENT								
01 410 130 000 Salary - Professional	0.39	173,000.00	66,666.00	66,666.00	0.00	106,334.00	0.00	0.00
01 410 140 000 Salary - Staff	0.00	1,102,000.00	0.00	0.00	0.00	1,102,000.00	0.00	0.00
01 410 145 000 Personal Day Buy-Back	0.00	9,000.00	0.00	0.00	0.00	9,000.00	0.00	0.00
01 410 153 000 Health - Disability	0.05	21,000.00	1,021.36	1,021.36	0.00	19,978.64	0.00	0.00
01 410 156 000 Health - Hospitalization	0.08	240,000.00	20,258.12	20,258.12	0.00	219,741.88	0.00	0.00
01 410 158 000 Life Insurance	0.09	4,000.00	353.60	353.60	0.00	3,646.40	0.00	0.00
01 410 161 000 FICA	0.00	110,000.00	0.00	0.00	0.00	110,000.00	0.00	0.00
01 410 162 000 Unemployment Compensation	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	0.00
01 410 168 000 Retiree Benefits	0.09	33,000.00	2,840.08	2,840.08	0.00	30,159.92	0.00	0.00
01 410 183 000 Overtime	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.00	0.00
01 410 184 000 Officer In Charge	0.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00	0.00
01 410 189 000 Court Pay	0.00	55,000.00	0.00	0.00	0.00	55,000.00	0.00	0.00
01 410 190 000 Reimbursable Overtime	0.00	160,000.00	255.36	255.36	0.00	159,744.64	0.00	0.00
01 410 191 000 Uniforms	0.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00	0.00
01 410 193 000 Training/Education	0.09	24,000.00	2,240.21	2,240.21	0.00	21,759.79	0.00	0.00
01 410 210 000 Office Supplies	0.31	8,500.00	2,605.00	2,605.00	0.00	5,895.00	0.00	0.00
01 410 215 000 Postage	0.01	4,000.00	35.96	35.96	0.00	3,964.04	0.00	0.00
	0.00	250.00	0.00	0.00	0.00	250.00	0.00	0.00

Brentwood Borough **Treasurer's Report General Fund Expenditures** **For the Period Ending January 31, 2017**

	YTD Exp and Encum as % of Budget	Budget	YTD Expenditures and Encumbrances	Current Month	Current Encumbrances	Budget Remaining	Prior Year Exp & Encum	Prior Year Exp & Encum as % of Budget
01 410 231 000 Vehicle Fuel	0.08	13,000.00	1,015.61	6,478.15	0.00	11,984.39	0.00	0.00
01 410 240 000 Operating Supplies	1.62	4,000.00	6,478.15	0.00	0.00	(2,478.15)	0.00	0.00
01 410 242 000 Police Protection Services	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
01 410 245 000 Crime Scene Supplies	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 410 247 000 Crime Hardware	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 410 249 000 K-9 Officer	0.02	14,000.00	237.41	237.41	0.00	13,762.59	0.00	0.00
01 410 251 000 R&M Vehicle Parts	0.02	13,000.00	312.56	312.56	0.00	12,687.44	0.00	0.00
01 410 310 000 Professional Services	0.00	7,000.00	0.00	0.00	0.00	7,000.00	0.00	0.00
01 410 314 000 Special Legal Services	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
01 410 317 000 OTHER Services	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 410 321 000 Telephone	0.14	3,000.00	416.43	416.43	0.00	2,583.57	0.00	0.00
01 410 324 000 Wireless Telephone	0.05	6,000.00	291.13	291.13	0.00	5,708.87	0.00	0.00
01 410 327 000 Radio Equipment/Maintenance	0.86	2,000.00	1,715.56	1,715.56	0.00	284.44	0.00	0.00
01 410 342 000 Printing	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 410 374 000 R&M - Machinery & Equipment	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 410 384 000 Rental - Machinery & Equipment	0.12	4,500.00	528.76	528.76	0.00	3,971.24	0.00	0.00
01 410 400 000 Court Costs	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 410 420 000 Dues Scrip & Membr.	0.58	4,500.00	2,627.96	2,627.96	0.00	1,872.04	0.00	0.00
01 410 450 000 Contracted Services	0.03	15,000.00	489.00	489.00	0.00	14,511.00	0.00	0.00
01 410 464 000 Civil Service Commission	0.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00	0.00
01 410 460 000 Meetings & Conf.	0.07	4,500.00	311.07	311.07	0.00	4,188.93	0.00	0.00
01 410 /750 000 Minor Purchases	0.15	4,000.00	586.80	0.00	586.80	3,413.20	0.00	0.00
TOTAL - POLICE DEPARTMENT	0.05	2,209,250.00	111,286.13	110,699.33	586.80	2,097,963.87	0.00	0.00
VOLUNTEER FIRE DEPARTMENT								
01 411 231 000 Vehicle Fuel	0.06	5,100.00	320.09	320.09	0.00	4,779.91	0.00	0.00
01 411 352 000 Professional Liability Ins.	1.10	750.00	824.00	824.00	0.00	(74.00)	0.00	0.00
01 411 363 000 Hydrant Service	0.08	34,000.00	2,711.97	2,711.97	0.00	31,288.03	0.00	0.00
01 411 420 000 Dues, Subscrip, Memb	0.94	1,200.00	1,127.96	1,127.96	0.00	72.04	0.00	0.00
01 411 540 000 Contributions To VFD	0.25	96,000.00	24,000.00	24,000.00	0.00	72,000.00	0.00	0.00
01 411 541 000 State Fire Relief Assoc	0.00	47,000.00	0.00	0.00	0.00	47,000.00	0.00	0.00
TOTAL - VOLUNTEER FIRE DEPARTMENT	0.16	184,050.00	28,984.02	28,984.02	0.00	155,065.98	0.00	0.00
EMERGENCY MEDICAL SERVICE								
01 412 231 000 Vehicle Fuel	0.07	13,593.00	931.94	931.94	0.00	12,661.06	0.00	0.00
01 412 325 000 Internet	0.13	50.00	6.34	6.34	0.00	43.66	0.00	0.00
01 412 540 000 Contributions To EMS	0.25	80,597.00	20,149.25	20,149.25	0.00	60,447.75	0.00	0.00
TOTAL - EMERGENCY MEDICAL SERVICE	0.22	94,240.00	21,087.53	21,087.53	0.00	73,152.47	0.00	0.00
PLANNING AND ZONING								
01 414 140 000 Salary - Staff	0.00	110,000.00	0.00	0.00	0.00	110,000.00	0.00	0.00
01 414 153 000 Health - Disability	0.09	1,100.00	95.41	95.41	0.00	1,004.59	0.00	0.00
01 414 156 000 Health - Hospitalization	0.09	26,000.00	2,410.20	2,410.20	0.00	23,589.80	0.00	0.00
01 414 158 000 Life Insurance	0.08	450.00	34.00	34.00	0.00	416.00	0.00	0.00
01 414 161 000 FICA	0.00	8,500.00	0.00	0.00	0.00	8,500.00	0.00	0.00
01 414 162 000 Unemployment Compensation	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 414 189 000 Vacation/PTO Buyback	0.00	4,500.00	0.00	0.00	0.00	4,500.00	0.00	0.00
01 414 193 000 Training/Education	0.15	1,500.00	224.00	224.00	0.00	1,276.00	0.00	0.00
01 414 210 000 Office Supplies	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 414 231 000 Vehicle Fuel	0.11	1,200.00	128.44	128.44	0.00	1,071.56	0.00	0.00
01 414 240 000 Operating Supplies	0.01	500.00	5.00	5.00	0.00	495.00	0.00	0.00
01 414 251 000 R&M Supplies - Vehicle Parts	0.05	1,000.00	49.00	49.00	0.00	951.00	0.00	0.00
01 414 313 000 Reimbursable Engineering Costs	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 414 314 000 Special Legal Service	0.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00	0.00
01 414 317 000 Other Services	0.13	3,000.00	0.00	0.00	0.00	2,601.00	0.00	0.00
01 414 321 000 Telephone	0.05	500.00	399.00	399.00	0.00	477.37	0.00	0.00
01 414 324 000 Wireless Telephone	0.01	3,000.00	22.63	22.63	0.00	2,977.50	0.00	0.00
01 414 341 000 Advertising	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
01 414 420 000 Dues Scrip & Membr.	0.38	1,200.00	455.24	455.24	0.00	744.76	0.00	0.00

Brentwood Borough
Treasurer's Report General Fund Expenditures
For the Period Ending January 31, 2017

	YTD Exp and Encum as % of Budget	Budget	YTD Expenditures and Encumbrances	Current Month	Current Encumbrances	Budget Remaining	Prior Year Exp & Encum	Prior Year Exp & Encum as % of Budget
01 414 450 000 Contracted Services	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 414 460 000 Meetings & Confer.	0.06	5,500.00	355.00	0.00	0.00	5,145.00	0.00	0.00
01 414 700 000 Minor Purchase	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
TOTAL - PLANNING AND ZONING	0.02	189,950.00	4,200.42	4,200.42	0.00	185,749.58	0.00	0.00
POLICE CLERICAL								
01 415 140 000 Salary - Staff	0.00	106,000.00	0.00	0.00	0.00	106,000.00	0.00	0.00
01 415 153 000 Health - Disability	0.07	1,500.00	98.12	98.12	0.00	1,401.88	0.00	0.00
01 415 156 000 Health - Hospitalization	0.08	28,000.00	1,999.03	1,999.03	0.00	26,000.97	0.00	0.00
01 415 158 000 Life Insurance	0.00	450.00	34.00	34.00	0.00	416.00	0.00	0.00
01 415 161 000 FICA	0.00	8,100.00	0.00	0.00	0.00	8,100.00	0.00	0.00
01 415 162 000 Unemployment Compensation	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 415 183 000 Overtime	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00	0.00
01 415 189 000 Vacation/PTO Buyback	0.00	4,100.00	0.00	0.00	0.00	4,100.00	0.00	0.00
01 415 191 000 Uniform Allowance	0.00	600.00	0.00	0.00	0.00	600.00	0.00	0.00
01 415 193 000 Training/Education	0.00	800.00	0.00	0.00	0.00	800.00	0.00	0.00
TOTAL - POLICE CLERICAL	0.01	152,550.00	2,131.15	2,131.15	0.00	150,418.85	0.00	0.00
PARKING METERS								
01 417 140 000 Parking Meter Enforcement	0.00	38,000.00	0.00	0.00	0.00	38,000.00	0.00	0.00
01 417 161 000 FICA	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 417 162 000 Unemployment Compensation	0.00	700.00	0.00	0.00	0.00	700.00	0.00	0.00
01 417 191 000 Uniform Allowance	0.00	300.00	0.00	0.00	0.00	300.00	0.00	0.00
01 417 240 000 Operating Supplies	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
TOTAL - PARKING METERS	0.00	47,000.00	0.00	0.00	0.00	47,000.00	0.00	0.00
SCHOOL CROSSING GUARDS								
01 419 140 000 Salary - Staff	0.00	92,000.00	0.00	0.00	0.00	92,000.00	0.00	0.00
01 419 161 000 FICA	0.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00	0.00
01 419 162 000 Unemployment Compensation	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00	0.00
01 419 191 000 Uniform Allowance	0.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00	0.00
01 419 240 000 Operating Expense	0.00	0.00	88.20	88.20	0.00	(88.20)	0.00	0.00
TOTAL - SCHOOL CROSSING GUARDS	0.00	103,700.00	88.20	88.20	0.00	103,611.80	0.00	0.00
SUMMER CROSSING GUARDS								
01 420 140 000 Salary - Staff	0.00	22,000.00	0.00	0.00	0.00	22,000.00	0.00	0.00
01 420 161 000 FICA	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 420 162 000 Unemployment Compensation	0.00	550.00	0.00	0.00	0.00	550.00	0.00	0.00
TOTAL - SUMMER CROSSING GUARDS	0.00	24,550.00	0.00	0.00	0.00	24,550.00	0.00	0.00
RECYCLING COLLECTION & DISPOSAL								
01 426 210 000 Office Supplies	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 426 325 000 Postage	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 426 450 000 Contracted Services--Current Refuse	0.06	20,000.00	1,182.96	1,182.96	0.00	18,817.04	0.00	0.00
01 426 451 000 Contracted Svc--Deel Trash	0.08	580,000.00	46,657.50	46,657.50	0.00	533,342.50	0.00	0.00
01 426 452 000 Contracted Svc--Software Systems	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
TOTAL - RECYCLING COLLECTION & DISPOSAL	0.08	601,500.00	47,840.46	47,840.46	0.00	553,659.54	0.00	0.00
SOLID WASTE COLLECTION & DISPOSAL								
01 427 750 000 Minor Purchases	0.99	2,000.00	1,980.00	1,980.00	0.00	20.00	0.00	0.00
TOTAL - SOLID WASTE COLLECTION & DISPOSAL	0.99	2,000.00	1,980.00	1,980.00	0.00	20.00	0.00	0.00
PUBLIC WORKS DEPARTMENT								
01 430 110 000 Salary - P.W. Superintendent	0.00	142,000.00	0.00	0.00	0.00	142,000.00	0.00	0.00
01 430 140 000 Salary - Staff	0.00	470,000.00	0.00	0.00	0.00	470,000.00	0.00	0.00
01 430 141 000 Salary - Summer Part Time	0.00	29,000.00	0.00	0.00	0.00	29,000.00	0.00	0.00
01 430 153 000 Health - Disability	0.08	7,000.00	556.57	556.57	0.00	6,443.43	0.00	0.00
01 430 156 000 Health - Hospitalization	0.08	133,000.00	10,048.31	10,048.31	0.00	122,951.69	0.00	0.00
01 430 158 000 Life Insurance	0.08	2,500.00	197.20	197.20	0.00	2,302.80	0.00	0.00
01 430 161 000 FICA	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00	0.00
01 430 162 000 Unemployment Compensation	0.00	3,200.00	0.00	0.00	0.00	3,200.00	0.00	0.00
01 430 183 000 Overtime	0.00	56,000.00	0.00	0.00	0.00	56,000.00	0.00	0.00

Brentwood Borough **Treasurer's Report General Fund Expenditures** **For the Period Ending January 31, 2017**

	YTD Exp and Encum as % of Budget	Budget	YTD Expenditures and Encumbrances	Current Month	Current Encumbrances	Budget Remaining	Prior Year Exp & Encum	Prior Year Exp & Encum as % of Budget
01 430 187 000 Healthcare Benefit Buy-Back	0.00	16,000.00	0.00	0.00	0.00	16,000.00	0.00	0.00
01 430 189 000 Vacation/PTO Buy-Back	0.00	11,000.00	0.00	0.00	0.00	11,000.00	0.00	0.00
01 430 191 000 Uniform Allowance	0.09	11,000.00	977.88	0.00	0.00	10,022.12	0.00	0.00
01 430 192 000 Meal Allowance	0.00	1,400.00	0.00	0.00	0.00	1,400.00	0.00	0.00
01 430 193 000 Training/Education	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 430 210 000 Office Supplies	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 430 240 000 Operating Supplies	0.10	20,000.00	2,062.31	0.00	0.00	17,937.69	0.00	0.00
01 430 245 000 DPW - Highway Supplies	0.07	9,000.00	632.96	0.00	0.00	8,367.04	0.00	0.00
01 430 250 000 R&M Supplies	0.05	18,000.00	953.28	0.00	0.00	17,046.72	0.00	0.00
01 430 251 000 R&M Supplies - Vehicle Parts	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
01 430 314 000 Special Legal Services	0.12	20,000.00	2,434.78	0.00	0.00	17,565.22	0.00	0.00
01 430 317 000 Other Services	0.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00	0.00
01 430 321 000 Telephone	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 430 324 000 Wireless Telephone	0.03	2,200.00	0.00	0.00	0.00	2,200.00	0.00	0.00
01 430 325 000 Internet Services	0.00	3,000.00	95.32	0.00	0.00	2,904.68	0.00	0.00
01 430 327 000 Radio Equipment/Maintenance	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 430 361 000 Electricity	0.00	800.00	0.00	0.00	0.00	800.00	0.00	0.00
01 430 362 000 Gas	0.08	4,000.00	326.08	0.00	0.00	3,673.92	0.00	0.00
01 430 366 000 Water	0.23	4,000.00	905.02	0.00	0.00	3,094.98	0.00	0.00
01 430 374 000 R&M - Machinery & Equipment	0.18	5,000.00	920.27	0.00	0.00	4,079.73	0.00	0.00
01 430 384 000 Rental Machinery and Equipment	0.29	3,000.00	861.69	0.00	0.00	2,138.31	0.00	0.00
01 430 420 000 Dues Scrip Member.	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 430 460 000 Meetings & Confer.	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 430 700 000 Minor Purchases	0.20	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
TOTAL - PUBLIC WORKS DEPARTMENT	0.02	1,051,100.00	21,958.59	986.92	0.00	1,029,141.41	0.00	0.00
STREET SIGNS AND STREET MARKINGS								
01 433 361 000 Electricity	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 433 460 000 Contracted Services	0.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00	0.00
TOTAL - STREET SIGNS AND STREET MARKINGS	0.00	9,000.00	0.00	0.00	0.00	9,000.00	0.00	0.00
STREET LIGHTING								
01 434 361 000 Street Lighting	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00	0.00
TOTAL - STREET LIGHTING	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00	0.00
RECREATION								
01 451 110 000 Salary - Recreation Director	0.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00	0.00
01 451 140 000 Salary - Temporary/Part Time	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
01 451 161 000 FICA	0.00	2,400.00	0.00	0.00	0.00	2,400.00	0.00	0.00
01 451 162 000 Unemployment Compensation	0.00	300.00	0.00	0.00	0.00	300.00	0.00	0.00
01 451 210 000 Office Supplies	0.09	500.00	43.98	0.00	0.00	456.02	0.00	0.00
01 451 240 000 Operating Supplies	0.01	3,000.00	37.52	0.00	0.00	2,962.48	0.00	0.00
01 451 324 000 Wireless Telephone	0.00	780.00	0.00	0.00	0.00	780.00	0.00	0.00
01 451 420 000 Dues, Subscriptions, Memberships	0.00	300.00	0.00	0.00	0.00	300.00	0.00	0.00
01 451 450 000 Contracted Services	0.00	35,000.00	(74.50)	0.00	0.00	35,074.50	0.00	0.00
01 451 455 000 Community Day	0.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00	0.00
01 451 460 000 Meetings & Conferences	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 451 530 000 Contribution-Government Groups	0.00	22,000.00	0.00	0.00	0.00	22,000.00	0.00	0.00
01 451 700 000 Minor Purchases	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
TOTAL - RECREATION	0.00	120,780.00	7.00	(596.50)	603.50	120,773.00	0.00	0.00
SWIMMING POOL								
01 452 140 000 Salary - Staff	0.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00
01 452 161 000 FICA	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 452 162 000 Unemployment Compensation	0.00	600.00	0.00	0.00	0.00	600.00	0.00	0.00
01 452 193 000 Training/Education	0.00	600.00	0.00	0.00	0.00	600.00	0.00	0.00
01 452 240 000 Operating Supplies	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
01 452 260 000 Concession Stand	0.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00	0.00
01 452 310 000 Professional Services	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00

Brentwood Borough
Treasurer's Report General Fund Expenditures
For the Period Ending January 31, 2017

	YTD Exp and Encum as % of Budget	Budget	YTD Expenditures and Encumbrances	Current Month	Current Encumbrances	Budget Remaining	Prior Year Exp & Encum	Prior Year Exp & Encum as % of Budget
CIVIC CENTER								
01 453 240 000 Operating Supplies	0.11	2,000.00	210.48	210.48	0.00	1,789.52	0.00	0.00
01 453 361 000 Electricity	0.05	5,000.00	263.75	263.75	0.00	4,736.25	0.00	0.00
01 453 362 000 Gas	0.17	4,000.00	692.60	692.60	0.00	3,307.40	0.00	0.00
01 453 372 000 Maintenance And Repairs	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 453 450 000 Contracted Services	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 453 700 000 Minor Purchases	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
TOTAL - SWIMMING POOL	0.00	133,000.00	309.69	309.69	0.00	132,690.31	0.00	0.00
PARK								
01 454 240 000 Operating Supplies	0.01	11,000.00	109.16	109.16	0.00	10,890.84	0.00	0.00
01 454 251 000 R & M Supplies - Vehicle	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 454 321 000 Telephone Charges	0.00	250.00	0.00	0.00	0.00	250.00	0.00	0.00
01 454 361 000 Electricity	0.10	12,000.00	1,155.56	1,155.56	0.00	10,844.44	0.00	0.00
01 454 366 000 Water	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 454 374 000 R&M-Machinery & Equipment	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 454 384 000 Rental - Machinery & Equipment	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 454 450 000 Contracted Service	0.08	6,000.00	450.00	450.00	0.00	5,550.00	0.00	0.00
01 454 460 000 Meetings and Conferences	0.00	300.00	0.00	0.00	0.00	300.00	0.00	0.00
01 454 700 000 Minor Purchases	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	0.00
TOTAL - PARK	0.05	37,550.00	1,714.72	1,714.72	0.00	35,835.28	0.00	0.00
LIBRARY								
01 456 240 000 Operating Supplies	0.03	4,100.00	105.82	105.82	0.00	3,994.18	0.00	0.00
01 456 311 000 AUDITING Services	0.00	1,700.00	0.00	0.00	0.00	1,700.00	0.00	0.00
01 456 361 000 Electricity	0.12	13,000.00	1,622.38	1,622.38	0.00	11,377.62	0.00	0.00
01 456 362 000 Gas	0.19	5,000.00	932.78	932.78	0.00	4,067.22	0.00	0.00
01 456 366 000 Water	0.52	2,400.00	1,255.36	1,255.36	0.00	1,144.64	0.00	0.00
01 456 370 000 Repair & Maintenance	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 456 450 000 Contracted Service	0.13	3,000.00	395.00	395.00	0.00	2,605.00	0.00	0.00
01 456 540 000 Contributions	0.25	197,000.00	49,250.00	49,250.00	0.00	147,750.00	0.00	0.00
01 456 700 000 Minor Purchases	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
TOTAL - LIBRARY	0.23	230,700.00	53,561.34	53,561.34	0.00	177,138.66	0.00	0.00
STADIUM								
01 459 240 000 Operating Supplies	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 459 325 000 Internet Services	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 459 361 000 Electricity	0.04	15,000.00	642.91	642.91	0.00	14,357.09	0.00	0.00
01 459 366 000 Water	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 459 370 000 Repair & Maintenance	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 459 700 000 Minor Purchases	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
TOTAL - STADIUM	0.03	22,000.00	642.91	642.91	0.00	21,357.09	0.00	0.00
ECONOMIC DEVELOPMENT								
01 463 310 000 Professional Services	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
01 463 340 000 Advertising/Marketing	0.01	15,000.00	130.00	130.00	0.00	14,870.00	0.00	0.00
TOTAL - ECONOMIC DEVELOPMENT	0.01	20,000.00	130.00	130.00	0.00	19,870.00	0.00	0.00
10-12 MARYLEA								
01 465 314 000 Special Legal Services	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	0.00
01 465 362 000 Gas	0.03	1,000.00	33.50	33.50	0.00	966.50	0.00	0.00
01 465 366 000 12 Marylea Ave - Water	0.08	200.00	16.11	16.11	0.00	183.89	0.00	0.00
TOTAL -10-12 MARYLEA	0.01	5,200.00	49.61	49.61	0.00	5,150.39	0.00	0.00

Brentwood Borough
Treasurer's Report General Fund Expenditures
For the Period Ending January 31, 2017

	YTD Exp and Encum as % of Budget	Budget	YTD Expenditures and Encumbrances	Current Month	Current Encumbrances	Budget Remaining	Prior Year Exp & Encum	Prior Year Exp & Encum as % of Budget
DEBT PRINCIPLE								
01 471 600 000 Tan	0.00	\$ 1,000,000.00	0.00	0.00	0.00	\$ 1,000,000.00	0.00	0.00
TOTAL -DEBT PRINCIPLE	0.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	0.00
INTEREST ON TAN								
01 472 600 000 Interest On Tan	0.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00	0.00
TOTAL -INTEREST ON TAN	0.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00	0.00
INSURANCE								
01 486 351 000 Property/Casualty	0.00	\$ 85,000.00	0.00	0.00	0.00	\$ 85,000.00	0.00	0.00
01 486 352 000 Liability Insurance	0.00	26,000.00	0.00	0.00	0.00	26,000.00	0.00	0.00
01 486 354 000 Workers Compensation	0.10	260,000.00	25,159.80	25,159.80	0.00	234,840.20	0.00	0.00
01 486 355 000 Insurance Deductibles	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00
01 486 356 000 Mine Subsidence	0.00	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 486 460 000 Meetings/Conferences	0.19	2,000.00	384.55	384.55	0.00	1,615.45	0.00	0.00
TOTAL -INSURANCE	0.07	388,200.00	25,544.35	25,544.35	0.00	362,655.65	0.00	0.00
RAD DISTRIBUTION								
01 489 080 000 RAD Distribution	0.00	\$ 6,000.00	0.00	0.00	0.00	\$ 6,000.00	0.00	0.00
01 489 420 000 Shacog Membership	1.00	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00
01 489 421 000 Connect Membership	0.93	800.00	740.00	740.00	0.00	60.00	0.00	0.00
TOTAL -RAD DISTRIBUTION	0.38	9,800.00	3,740.00	3,740.00	0.00	6,060.00	0.00	0.00
INTERFUND TRANSFERS								
01 492 080 000 Transfer To Sanitary Sewage Fund	0.00	\$ 0.00	0.00	0.00	0.00	\$ 0.00	0.00	0.00
01 492 095 000 Transfer - Operating Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 492 150 000 Transfer-Brentw Park Init. Fund	0.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00	0.00
01 492 918 000 Transfer - Capital Improvement Fund	0.00	1,725,000.00	0.00	0.00	0.00	1,725,000.00	0.00	0.00
01 492 960 000 Transfer - Ge Pension	0.00	75,000.00	0.00	0.00	0.00	75,000.00	0.00	0.00
01 492 965 000 Transfer - Police Pension	0.00	200,000.00	0.00	0.00	0.00	200,000.00	0.00	0.00
TOTAL -INTERFUND TRANSFERS	0.00	2,030,000.00	0.00	0.00	0.00	2,030,000.00	0.00	0.00
BOND ISSUANCE COST								
TOTAL -BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REFUND OF PRIOR YEARS REVENUE								
TOTAL -REFUND OF PRIOR YEARS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UNRESERVED BALANCE								
TOTAL - UNRESERVED BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.04	\$ 9,389,000.00	\$ 366,213.29	\$ 363,717.99	\$ 2,495.30	\$ 9,022,786.71	\$ 0.00	\$ 0.00

08

**SANITARY SEWER FUND
LIST OF BILLS TO BE RATIFIED &
TRANSACTION DETAILED BUDGET
REPORT**

**January 1 – January 31, 2017
\$ 482,237.04**

Brentwood Borough Treasurer's Report Sanitary Sewer Fund Expenditures For the Period Ending January 31, 2017

	YTD Exp and Encum as % of Budget	Budget	YTD Expenditures and Encumbrances	Current Month	Current Encumbrances	Budget Remaining	Prior Year Exp & Encum	Prior Year Exp & Encum as % of Budget
EXPENDITURES								
IT/DATA PROCESSING								
08 407 454 000 General Hardware	0.00	\$ 1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
08 407 455 000 General Software/Licenses	1.88	7,000.00	13,128.00	13,128.00	0.00	(6,128.00)	0.00	0.00
TOTAL - IT/DATA PROCESSING	1.64	8,000.00	13,128.00	13,128.00	0.00	(5,128.00)	0.00	0.00
PARKING METER ENFORCEMENT								
SANITARY SEWER								
08 429 210 000 Office Supplies	0.00	\$ 1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
08 429 311 000 Auditing Services	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
08 429 313 000 Engineering Services	0.00	192,000.00	0.00	0.00	0.00	192,000.00	0.00	0.00
08 429 314 000 Legal Services	0.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00
08 429 316 000 Service Charges	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
08 429 325 000 Postage	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
08 429 341 000 Advertising	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
08 429 370 000 R&M Services	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
08 429 372 100 O&M - CCTV	0.00	35,000.00	0.00	0.00	0.00	35,000.00	0.00	0.00
08 429 372 200 O&M - Contract A Point Repair/Manhole Repair	0.00	110,000.00	0.00	0.00	0.00	110,000.00	0.00	0.00
08 429 372 300 O&M - Contract B Lining - Spot Lining	0.00	250,000.00	0.00	0.00	0.00	250,000.00	0.00	0.00
08 429 372 400 O&M - Special Repairs	0.00	65,000.00	0.00	0.00	0.00	65,000.00	0.00	0.00
08 429 372 500 O&M - Preventative Maintenance	0.00	40,000.00	0.00	0.00	0.00	40,000.00	0.00	0.00
08 429 450 000 Contracted Services	0.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00
08 429 453 000 Contracted Services - Alcosan	0.19	1,920,000.00	373,219.68	373,219.68	0.00	1,546,780.32	0.00	0.00
08 429 454 000 Contracted Services - PNC	0.11	86,000.00	9,153.30	9,153.30	0.00	76,846.70	0.00	0.00
08 429 610 000 Capital Construction	0.36	200,000.00	71,058.96	71,058.96	0.00	128,941.04	0.00	0.00
08 429 700 000 Capital Purchases	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
TOTAL - SANITARY SEWER	0.15	2,960,000.00	453,431.94	453,431.94	0.00	2,506,568.06	0.00	0.00
DEBT PRINCIPAL								
08 471 201 000 2005 PWSA Loan	0.00	\$ 21,000.00	0.00	0.00	0.00	21,000.00	0.00	0.00
08 471 202 000 2007 Pennvest Principal	0.08	183,300.00	15,089.26	15,089.26	0.00	168,210.74	0.00	0.00
TOTAL - DEBT PRINCIPAL	0.07	204,300.00	15,089.26	15,089.26	0.00	189,210.74	0.00	0.00
DEBT INTEREST								
08 472 201 000 2005 Pwsa Loan Interst	0.00	\$ 5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
08 472 202 000 2007 Pennvest Interst	0.12	5,000.00	587.84	587.84	0.00	4,412.16	0.00	0.00
TOTAL - DEBT INTEREST	0.06	10,000.00	587.84	587.84	0.00	9,412.16	0.00	0.00
REFUNDS								
08 491 000 000 Refunds	0.00	\$ 5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
TOTAL - REFUNDS	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
INTERFUND TRANSFERS								
08 492 018 000 Transfer To Capital Improvement	0.00	\$ 100,000.00	0.00	0.00	0.00	100,000.00	0.00	0.00
08 492 100 000 Transfer - GI Fund	0.00	484,000.00	0.00	0.00	0.00	484,000.00	0.00	0.00
TOTAL - INTERFUND TRANSFERS	0.00	584,000.00	0.00	0.00	0.00	584,000.00	0.00	0.00
OTHER FINANCE USES								
UNRESERVED BALANCE								
08 495 000 000 Unreserved Balance	0.00	\$ 2,080,800.00	0.00	0.00	0.00	2,080,800.00	0.00	0.00
TOTAL - UNRESERVED BALANCE	0.00	2,080,800.00	0.00	0.00	0.00	2,080,800.00	0.00	0.00
TOTAL EXPENDITURES	0.08	\$ 5,852,100.00	\$ 482,237.04	\$ 482,237.04	\$ 0.00	\$ 5,369,862.96	\$ 0.00	0.00

18

**CAPITAL IMPROVEMENT FUND
LIST OF BILLS TO BE RATIFIED &
TRANSACTION DETAILED BUDGET
REPORT**

**January 1 – January 31, 2017
\$ 45,244.38**

Brentwood Borough
Treasurer's Report Capital Improvement Fund Expenditures
For the Period Ending January 31, 2017

EXPENDITURES	YTD Exp and Encum as % of Budget	Budget	YTD Expenditures and Encumbrances	Current Month	Current Encumbrances	Budget Remaining	Prior Year Exp & Encum	Prior Year Exp & Encum as % of Budget
FINANCE								
IT/DATA PROCESSING								
18 407 456 000 General Software/Licenses	0.84	\$ 34,000.00	\$ 28,684.00	\$ 28,684.00	\$ 0.00	\$ 5,316.00	\$ 0.00	0.00
TOTAL - IT/DATA PROCESSING	0.84	\$ 34,000.00	\$ 28,684.00	\$ 28,684.00	\$ 0.00	\$ 5,316.00	\$ 0.00	0.00
BOROUGH BUILDING								
18 409 313 000 Engineer & Architectural Services	0.00	\$ 235,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 235,000.00	\$ 0.00	0.00
18 409 745 000 Borough Building Demolition - 10 Marylea	0.00	\$ 35,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 35,000.00	\$ 0.00	0.00
TOTAL - BOROUGH BUILDING	0.00	\$ 270,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 270,000.00	\$ 0.00	0.00
POLICE DEPARTMENT								
18 410 700 000 Minor Purchases	0.00	\$ 20,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 20,000.00	\$ 0.00	0.00
18 410 742 000 Police Vehicle Purchase	0.00	\$ 50,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50,000.00	\$ 0.00	0.00
TOTAL - POLICE DEPARTMENT	0.00	\$ 70,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 70,000.00	\$ 0.00	0.00
PLANNING AND ZONING								
PUBLIC WORKS DEPARTMENT								
18 430 700 000 Sign Management	0.00	\$ 15,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 15,000.00	\$ 0.00	0.00
TOTAL - PUBLIC WORKS DEPARTMENT	0.00	\$ 15,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 15,000.00	\$ 0.00	0.00
STREET SIGNS AND STREET MARKINGS								
18 433 313 000 Engineering - Engineering	0.00	\$ 2,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,000.00	\$ 0.00	0.00
18 433 610 000 Traffic Calming Devices	0.00	\$ 20,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 20,000.00	\$ 0.00	0.00
18 433 700 000 Minor Purchases	0.00	\$ 146,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 146,000.00	\$ 0.00	0.00
TOTAL - STREET SIGNS AND STREET MARKINGS	0.00	\$ 168,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 168,000.00	\$ 0.00	0.00
CONSTRUCTION								
18 439 313 000 Engineering Svcs	0.00	\$ 10,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10,000.00	\$ 0.00	0.00
18 439 610 000 General Const. Sidewalk Cost Sharing	0.00	\$ 50,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50,000.00	\$ 0.00	0.00
Repair Policy								
18 439 618 000 Shacog -CD40-Brownsville Road Ada Ramps	0.00	\$ 400,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 400,000.00	\$ 0.00	0.00
18 439 619 000 2015 Roadway Rehabilitation Projects	0.00	\$ 0.00	\$ 4,000.00	\$ 4,000.00	\$ 0.00	\$ (4,000.00)	\$ 0.00	0.00
TOTAL - CONSTRUCTION	0.01	\$ 460,000.00	\$ 4,000.00	\$ 4,000.00	\$ 0.00	\$ 456,000.00	\$ 0.00	0.00
SWIMMING POOL								
18 452 313 000 Engineering Svcs	0.00	\$ 50,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50,000.00	\$ 0.00	0.00
18 452 611 000 Pool Improvements	0.00	\$ 414,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 414,000.00	\$ 0.00	0.00
TOTAL - SWIMMING POOL	0.00	\$ 464,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 464,000.00	\$ 0.00	0.00
CIVIC CENTER								
PARK								
18 454 611 000 Phase III Construction--Misc	0.04	\$ 300,000.00	\$ 12,560.38	\$ 12,560.38	\$ 0.00	\$ 287,439.62	\$ 0.00	0.00
18 454 700 000 Park Improvements	0.00	\$ 20,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 20,000.00	\$ 0.00	0.00
TOTAL - PARK	0.04	\$ 320,000.00	\$ 12,560.38	\$ 12,560.38	\$ 0.00	\$ 307,439.62	\$ 0.00	0.00
LIBRARY								
DEBT PRINCIPAL								
18 471 202 000 2012/2007 Gob Principal	0.00	\$ 225,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 225,000.00	\$ 0.00	0.00
18 471 203 000 2009 Energy Savings Equip.	0.00	\$ 24,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 24,000.00	\$ 0.00	0.00
18 471 204 000 2013 Lease-Dpw Backhoe	0.00	\$ 10,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10,000.00	\$ 0.00	0.00
18 471 205 000 2013 Gob Principal - Dpw	0.00	\$ 165,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 165,000.00	\$ 0.00	0.00
18 471 206 000 DPW Trucks	0.00	\$ 42,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 42,000.00	\$ 0.00	0.00
18 471 207 000 2015 Lease Hvac Equip	0.00	\$ 12,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 12,000.00	\$ 0.00	0.00
18 471 208 000 2017 Lease - DPW Truck	0.00	\$ 20,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 20,000.00	\$ 0.00	0.00
TOTAL - DEBT PRINCIPAL	0.00	\$ 498,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 498,000.00	\$ 0.00	0.00
DEBT INTEREST								
18 472 202 000 2012/2007 Gob Interest	0.00	\$ 69,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 69,000.00	\$ 0.00	0.00
18 472 203 000 2009 Energy Savings Equip. Int.	0.00	\$ 9,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9,000.00	\$ 0.00	0.00
18 472 205 000 2013 Gob Interest	0.00	\$ 158,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 158,000.00	\$ 0.00	0.00
18 472 206 000 DPW Interest	0.00	\$ 2,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,000.00	\$ 0.00	0.00
18 472 207 000 2015 Lease Hvac Equip Int	0.00	\$ 2,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,000.00	\$ 0.00	0.00
TOTAL - DEBT INTEREST	0.00	\$ 240,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 240,000.00	\$ 0.00	0.00

Brentwood Borough
Treasurer's Report Capital Improvement Fund Expenditures
For the Period Ending January 31, 2017

	YTD Exp and Encum as % of Budget	Budget	YTD Expenditures and Encumbrances	Current Month	Current Encumbrances	Budget Remaining	Prior Year Exp & Encum	Prior Year Exp & Encum as % of Budget
INTERFUND TRANSFERS								
18 492 930 000 Transfer-Capital Reserve Fund-Park Initiative	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Project								
UNRESERVED BALANCE								
18 495 000 000 Unreserved Balance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL EXPENDITURES	\$ 0.02	\$ 2,539,000.00	\$ 45,244.38	\$ 45,244.38	\$ 0.00	\$ 2,493,755.62	\$ 0.00	\$ 0.00

**HIGHWAY AID FUND
LIST OF BILLS TO BE RATIFIED &
TRANSACTION DETAILED BUDGET
REPORT**

**January 1 – January 31, 2017
\$ 0.00**

Brentwood Borough
Treasurer's Report Highway Aid Fund Expenditures
For the Period Ending January 31, 2017

	YTD Exp and Encum as % of Budget	Budget	YTD Expenditures and Encumbrances	Current Month	Current Encumbrances	Budget Remaining	Prior Year Exp & Encum	Prior Year Exp & Encum as % of Budget
EXPENDITURES								
GAIN (LOSS) SALE OF INVESTMENTS								
SNOW AND ICE REMOVAL								
35 432 245 000 Dpw - Highway Supplies	0.00	117,840.00	0.00	0.00	0.00	117,840.00	0.00	0.00
TOTAL - SNOW AND ICE REMOVAL	0.00	117,840.00	0.00	0.00	0.00	117,840.00	0.00	0.00
STREET SIGNS AND STREET MARKINGS								
35 433 361 000 Electric - Traffic Signals	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	0.00
35 433 374 000 Repairs-Traffic Signals	0.00	500.00	0.00	0.00	0.00	500.00	0.00	0.00
TOTAL - STREET SIGNS AND STREET MARKINGS	0.00	4,500.00	0.00	0.00	0.00	4,500.00	0.00	0.00
STREET LIGHTING								
35 434 361 000 Street Lighting	0.00	115,000.00	0.00	0.00	0.00	115,000.00	0.00	0.00
35 434 700 000 Minor Purchases	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
TOTAL - STREET LIGHTING	0.00	118,000.00	0.00	0.00	0.00	118,000.00	0.00	0.00
TOTAL EXPENDITURES	0.00	240,340.00	0.00	0.00	0.00	240,340.00	0.00	0.00

**EMPLOYEE PENSION FUND
LIST OF BILLS TO BE RATIFIED &
TRANSACTION DETAILED BUDGET
REPORT**

**January 1 – January 31, 2017
\$194,704.31**

Brentwood Borough
Treasurer's Report Employee Pension Fund Expenditures
For the Period Ending January 31, 2017

	YTD Exp and Encum as % of Budget	Budget	YTD Expenditures and Encumbrances	Current Month	Current Encumbrances	Budget Remaining	Prior Year Exp & Encum	Prior Year Exp & Encum as % of Budget
EXPENDITURES								
<u>FISCAL AGENT FEES</u>								
60 475 000 000 Administrative Fees	\$ 0.00	\$ 0.00	\$ 192,403.20	\$ 192,403.20	\$ 0.00	\$ (192,403.20)	\$ 0.00	\$ 0.00
60 475 317 000 Trustee fee	0.00	0.00	213.17	213.17	0.00	(213.17)	0.00	0.00
TOTAL - FISCAL AGENT FEES	0.00	0.00	192,616.37	192,616.37	0.00	(192,616.37)	0.00	0.00
<u>MISCELLANEOUS EXPENDITURE</u>								
TOTAL - MISCELLANEOUS EXPENDITURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>PENSION PAYMENTS</u>								
60 487 000 000 Pension Payments Byments	\$ 0.00	\$ 0.00	\$ 2,087.94	\$ 2,087.94	\$ 0.00	\$ (2,087.94)	\$ 0.00	\$ 0.00
TOTAL - PENSION PAYMENTS	0.00	0.00	2,087.94	2,087.94	0.00	(2,087.94)	0.00	0.00
<u>REFUND OF MEMBER CONTRIBUTIONS</u>								
REFUNDS								
TOTAL - REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>INTERFUND TRANSFERS</u>								
TOTAL - INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	\$ 0.00	\$ 0.00	\$ 194,704.31	\$ 194,704.31	\$ 0.00	\$ (194,704.31)	\$ 0.00	\$ 0.00

**POLICE PENSION FUND
LIST OF BILLS TO BE RATIFIED &
TRANSACTION DETAILED BUDGET
REPORT**

**January 1 – January 31, 2017
\$30,879.00**

Brentwood Borough
Treasurer's Report Police Pension Fund Expenditures
For the Period Ending January 31, 2017

	YTD Exp and Encum as % of Budget	Budget	YTD Expenditures and Encumbrances	Current Month	Current Encumbrances	Budget Remaining	Prior Year Exp & Encum	Prior Year Exp & Encum as % of Budget
EXPENDITURES								
FISCAL AGENT FEES								
65 475 000 000 Administrative Fees	0.00	\$ 0.00	\$ 4,674.48	\$ 4,674.48	\$ 0.00	\$ (4,674.48)	\$ 0.00	\$ 0.00
65 475 317 000 Trustee fees	0.00	0.00	3,081.98	3,081.98	0.00	(3,081.98)	0.00	0.00
TOTAL - FISCAL AGENT FEES	0.00	0.00	7,756.46	7,756.46	0.00	(7,756.46)	0.00	0.00
MISCELLANEOUS EXPENDITURE								
TOTAL - MISCELLANEOUS EXPENDITURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENSION PAYMENTS								
65 487 000 000 Pension Payments	0.00	\$ 0.00	\$ 23,122.54	\$ 23,122.54	\$ 0.00	\$ (23,122.54)	\$ 0.00	\$ 0.00
TOTAL - PENSION PAYMENTS	0.00	0.00	23,122.54	23,122.54	0.00	(23,122.54)	0.00	0.00
REFUNDS								
TOTAL - REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTERFUND TRANSFERS								
TOTAL - INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	\$ 0.00	\$ 30,879.00	\$ 30,879.00	\$ 0.00	\$ (30,879.00)	\$ 0.00	\$ 0.00

95

OPERATING RESERVE

FUND

January 1 – January 31, 2017

\$0.00

January, 2017

TREASURER'S REPORT

Treasurer's Report
Summary of Fund Accounts
January, 2017

General Fund			Operating Reserve Fund--Brentwood Bank		
Balance 12/31/16		\$ 826,329.52	Balance 12/31/16		\$ 272,212.18
Receipts	Deposits	\$ 214,541.45			
R.E. Taxes (Fay)	Wire Trans	\$ 49,966.44	Receipts	Interest	\$ 34.68
Interest		\$ 20.43			
EIT	(Jordan)	\$ 43,937.96	Expenditures		\$ -
Rec Fees	(Swipe)	\$ 285.20			
Credit Adj		\$ 0.95			
Parking meter deps		\$ 4,982.39			
County Taxes		\$ 12,079.07	1/31/2017		\$ 272,246.86
TAN		\$ 1,000,000.00			
Trans in from sewage	for del. Refuse &	\$ 51,799.74			
Trans to Sewage (liens)		\$ -	Capital Improvement Fund Balance 11/30/16		
Debit Card Refund		\$ -			
Rec Refunds		\$ -	Balance 12/31/16		\$ 1,107,147.42
NWGS		\$ (8,770.92)			
Debit Card Purchases		\$ (1,153.76)	Receipts		\$ -
Trf to Payroll		\$ (255,412.15)			
Checks Cleared		\$ (341,938.79)	Trans to GF		\$ -
Bills paid online	Google	\$ (185.00)			
Return Deposit		\$ -	Checks Cleared		\$ (50,309.77)
Parking Adj		\$ (1.84)			
		\$ -	1/31/2017		\$ 1,056,837.65
1/31/2017		\$ 1,596,480.69			
Sanitary Sewer Fund			Park Fund @ Brentwood Bank		
Balance 12/31/16		\$ 3,556,397.31	Balance 12/31/16		\$ 96,041.53
Deposits		\$ 37,809.09			\$ -
PNC Lockbox pymt		\$ 235,531.53	Interest		\$ 19.75
PNC Payer Xpress		\$ 48,500.10			
CC Payments		\$ 42,759.83	1/31/2017		\$ 93,061.28
Interest		\$ 157.55			
Trans from GF		\$ -			
Re-deposits		\$ -	Highway Aid Fund		
Pennvest loan #977034		\$ (15,677.10)	Balance 12/31/16		\$ 179,618.78
PNC Merchant Fee		\$ (645.41)			\$ -
Checks cleared		\$ (450,559.74)	Interest		\$ 5.90
PNC Corp. Analys Chg		\$ (7,224.19)	Checks cleared		\$ (62,715.75)
Returned ACH		\$ (185.43)			
Trans to GF (del garbage & liens)		\$ (51,799.74)	1/31/2017		\$ 116,908.93
Returned Dep		\$ (148.00)			
1/31/2017		\$ 3,394,915.80			
Employee Pension Fund -Huntington			Police Pension Fund -Huntington		
Balance 12/31/16		\$1,882,783.14	Balance 12/31/16		\$ 5,622,371.81
Employee Contribs		\$ 2,670.78	Employee Contribs		\$ 6,351.14
Dividends & Int. Income		\$ 3,784.25	Dividends & Int. Income		\$ 11,180.83
Accrued Income		\$ (1,861.63)	Accrued Income		\$ (4,275.25)
Legal Fees (Rhoades)			Legal Fees (Rhoades)		\$ -
Lump Sum Dist		\$ (190,049.72)	Lump Sum Dist		\$ (4,655.49)
Actuary fee (Mockenh)			Actuary Fee (Mocken)		\$ (300.00)
Payment to Retirees		\$ (2,087.94)	Payment to Retirees		\$ (18,467.05)
Trans from Police Pens.		\$ 4,674.48	Trans to Non-Uniform		\$ (4,674.48)
Chg in Mkt Value		\$ 20,819.90	Chg in Mkt Value		\$ 69,407.27
Fed Income Tax		\$ (351.72)	Fed Income Tax		\$ (1,640.68)
Trustee Fee (Huntington)		\$ (213.17)	Trustee Fee (Huntington)		\$ (428.50)
CIM Fee		\$ (7,027.96)	CIM Fee		\$ (2,353.48)
1/31/2017		\$1,713,140.41	1/31/2017		\$5,672,516.12

January, 2017

[illegible]

REVENUE ACCOUNTS

Brentwood Borough
Treasurer's Revenue Report by Fund
For the Period Ending January 31, 2017

01 General Fund

REVENUES									
	Budget	Current Month	Year To Date	Unrealized Revenue YTD	as % of Budget	Prior Year	PY as % of Budget		
01 301 100 000 R.E. Taxes-Current	\$ 3,400,000.00	\$ 47,468.12	\$ 47,468.12	\$ (3,352,531.88)	(0.01)	0.00	0.00		
01 301 104 000 Re Current - Library	196,000.00	2,498.32	2,498.32	(193,501.68)	(0.01)	0.00	0.00		
01 301 300 000 R.E. Taxes-Delinq.	350,000.00	11,385.40	11,385.40	(338,614.60)	(0.03)	0.00	0.00		
01 310 100 000 Re Transfer Tax	85,000.00	12,079.07	12,079.07	(72,920.93)	(0.14)	0.00	0.00		
01 310 210 000 Earned Income Tax - Current	1,050,000.00	43,937.96	43,937.96	(1,006,062.04)	(0.04)	0.00	0.00		
01 310 230 000 Earned Inc Tax - Delinquent	6,500.00	994.09	994.09	(5,505.91)	(0.15)	0.00	0.00		
01 310 401 000 Local Service Tax	85,000.00	4,225.15	4,225.15	(80,774.85)	(0.05)	0.00	0.00		
01 321 740 000 Video Machine	26,000.00	0.00	0.00	(26,000.00)	0.00	0.00	0.00		
01 321 750 000 Pool Tables	600.00	0.00	0.00	(600.00)	0.00	0.00	0.00		
01 321 800 000 Cable TV Franchise Fees	190,000.00	0.00	0.00	(190,000.00)	0.00	0.00	0.00		
01 322 801 000 Street Permits	40,000.00	808.00	808.00	(39,192.00)	(0.02)	0.00	0.00		
01 322 900 000 Sign Permits	600.00	0.00	0.00	(600.00)	0.00	0.00	0.00		
01 322 901 000 Solicitation Permits	100.00	35.00	35.00	(65.00)	(0.35)	0.00	0.00		
01 331 110 000 Motor Vehicle Violations	95,000.00	3,980.24	3,980.24	(91,019.76)	(0.04)	0.00	0.00		
01 332 100 000 DPW Reimbursements	7,000.00	5,946.61	5,946.61	(1,053.39)	(0.85)	0.00	0.00		
01 332 101 000 Restitutions/Settlements	1,000.00	0.00	0.00	(1,000.00)	0.00	0.00	0.00		
01 332 102 000 Code Enforcement Clatation Receipts	5,000.00	178.68	178.68	(4,821.32)	(0.04)	0.00	0.00		
01 341 000 000 Interest- Temp Invest	600.00	20.43	20.43	(579.57)	(0.03)	0.00	0.00		
01 342 101 000 Rent Of Land	57,000.00	28,611.00	28,611.00	(28,389.00)	(0.50)	0.00	0.00		
01 342 200 000 Recreation Center	4,000.00	600.00	600.00	(3,400.00)	(0.15)	0.00	0.00		
01 342 201 000 Rent Of Buildings	25,000.00	800.00	800.00	(24,200.00)	(0.03)	0.00	0.00		
01 342 300 000 Community Center	1,000.00	0.00	0.00	(1,000.00)	0.00	0.00	0.00		
01 355 080 000 Rad - Sales Tax Proceeds	0.00	32,920.71	32,920.71	32,920.71	0.00	0.00	0.00		
01 361 310 000 Zoning/Planning Fees	3,000.00	500.00	500.00	(2,500.00)	(0.17)	0.00	0.00		
01 362 102 000 Special Police Services	40,000.00	4,924.65	4,924.65	(35,075.35)	(0.12)	0.00	0.00		
01 362 112 000 Accident Reports	7,500.00	999.79	999.79	(6,500.21)	(0.13)	0.00	0.00		
01 362 313 000 Engineering Reimbursables	3,000.00	647.50	647.50	(2,352.50)	(0.22)	0.00	0.00		
01 362 410 000 Bldg. Permits	20,000.00	857.00	857.00	(19,143.00)	(0.04)	0.00	0.00		
01 362 450 000 Occupancy Permits	25,000.00	4,360.00	4,360.00	(20,640.00)	(0.17)	0.00	0.00		
01 362 460 000 Tenant Registration	20,000.00	3,590.00	3,590.00	(16,410.00)	(0.18)	0.00	0.00		
01 362 461 000 Rental Inspection Fees	25,000.00	210.00	210.00	(24,790.00)	(0.01)	0.00	0.00		
01 363 120 000 Parking Meter Violations	25,000.00	1,240.00	1,240.00	1,240.00	0.00	0.00	0.00		
01 363 210 000 Parking Meter Revenue	0.00	4,981.50	4,981.50	4,981.50	0.00	0.00	0.00		
01 364 300 000 Solid Waste Collection & Disposal Charges	670,000.00	0.00	0.00	(670,000.00)	0.00	0.00	0.00		
01 364 310 000 Del Solid Waste Collection & Disposal Charges	40,000.00	627.08	627.08	(39,372.92)	(0.02)	0.00	0.00		
01 364 320 000 Recycle Bins	100.00	0.00	0.00	(100.00)	0.00	0.00	0.00		
01 364 902 000 Lien Removal Fee	4,000.00	4,653.00	4,653.00	653.00	(1.16)	0.00	0.00		
01 367 202 000 Swimming Pool Fees	20,000.00	0.00	0.00	(20,000.00)	0.00	0.00	0.00		
01 367 300 000 Recreation Program Fees	24,000.00	(147.40)	(147.40)	(24,147.40)	0.01	0.00	0.00		
01 367 303 000 Stadium Rental Fee	500.00	0.00	0.00	(500.00)	0.00	0.00	0.00		
01 367 304 000 Baseball Rental Fee	500.00	0.00	0.00	(500.00)	0.00	0.00	0.00		
01 367 306 000 Military Banner Program	4,200.00	560.00	560.00	(3,640.00)	(0.13)	0.00	0.00		
01 367 400 000 Park & Rec Concessions	20,000.00	0.00	0.00	(20,000.00)	0.00	0.00	0.00		
01 367 403 000 Community Day	3,000.00	0.00	0.00	(3,000.00)	0.00	0.00	0.00		
01 368 100 000 School Guard Payroll	51,000.00	0.00	0.00	(51,000.00)	0.00	0.00	0.00		
01 368 110 000 School Guard Uniforms	500.00	0.00	0.00	(500.00)	0.00	0.00	0.00		
01 380 000 000 Miscellaneous Rev	500.00	231.30	231.30	(268.70)	(0.46)	0.00	0.00		
01 380 802 000 Municipal Lien Letters	10,000.00	850.00	850.00	(9,150.00)	(0.09)	0.00	0.00		
01 380 805 000 Sale Of Borough Property--Auction	0.00	36,620.00	36,620.00	36,620.00	0.00	0.00	0.00		
01 392 080 000 Transfer - Sewer Fund	484,000.00	0.00	0.00	(484,000.00)	0.00	0.00	0.00		
01 394 010 000 Tax Anticipation Note	1,000,000.00	1,000,000.00	1,000,000.00	0.00	(1.00)	0.00	0.00		
TOTAL REVENUE	\$ 8,101,200.00	\$ 1,262,193.20	\$ 1,262,193.20	\$ (6,839,006.80)	(0.16)	\$ 0.00	\$ 0.00		

Brentwood Borough
Treasurer's Revenue Report by Fund
For the Period Ending January 31, 2017

08 Sewer Fund

<u>REVENUES</u>		Budget	Current Month	Year To Date	Unrealized Revenue YTD as % of Budget	Prior Year	PY as % of Budget
08 34 1 010 000 Interest							
08 364 010 000 Sewer Charges - Alcosan & Brentwood		\$ 1,200.00	\$ 157.55	\$ 157.55	\$ (1,042.45)	\$ 0.00	\$ 0.00
08 364 050 000 Sewer Charges - Delinquent		2,660,000.00	339,578.22	339,578.22	(2,320,421.78)	0.00	0.00
08 364 100 000 Alcosan Billing Reimbursement		176,000.00	25,646.19	25,646.19	(150,353.81)	0.00	0.00
08 364 900 000 Reimbursable Shut-Off Fee		11,000.00	0.00	0.00	(11,000.00)	0.00	0.00
08 364 901 000 Reimbursable Postage Exp		600.00	0.00	0.00	(600.00)	0.00	0.00
08 364 902 000 Lien Removal Fee		100.00	0.00	0.00	(100.00)	0.00	0.00
08 364 903 000 Sewage Escrow		3,200.00	2,838.70	2,838.70	(361.30)	0.00	0.00
		0.00	2,150.00	2,150.00	2,150.00	0.00	0.00
TOTAL REVENUE		\$ 2,852,100.00	\$ 370,370.66	\$ 370,370.66	\$ (2,481,729.34)	\$ (0.13)	\$ 0.00

Brentwood Borough
Treasurer's Revenue Report by Fund
For the Period Ending January 31, 2017

REVENUES						
	Budget	Current Month	Year To Date	Unrealized Revenue YTD as % of Budget	Prior Year	PY as % of Budget
15 341 000 000 Interest Income	\$ 100.00	\$ 0.00	\$ 0.00	\$ (100.00)	\$ 0.00	\$ 0.00
15 342 550 000 Ball Field 1 - Advertising	300.00	0.00	0.00	(300.00)	0.00	0.00
15 342 551 000 Attanucci Field - Advertising	300.00	0.00	0.00	(300.00)	0.00	0.00
15 342 552 000 Tepsic Field - Advertising	300.00	0.00	0.00	(300.00)	0.00	0.00
15 342 553 000 Ball Field 4 - Advertising	300.00	0.00	0.00	(300.00)	0.00	0.00
15 342 555 000 Ball Dek Hockey - Advertising	200.00	0.00	0.00	(200.00)	0.00	0.00
15 342 558 000 Commemorative Bricks	5,000.00	0.00	0.00	(5,000.00)	0.00	0.00
15 387 110 000 Brentwood School District Lease	30,000.00	0.00	0.00	(30,000.00)	0.00	0.00
TOTAL REVENUE	\$ 36,500.00	\$ 0.00	\$ 0.00	\$ (36,500.00)	\$ 0.00	\$ 0.00

Brentwood Borough
Treasurer's Revenue Report by Fund
For the Period Ending January 31, 2017

18 Capital Improvements

REVENUES									
	Budget	Current Month	Year To Date	Unrealized Revenue YTD	as % of Budget	Prior Year	PY as % of Budget		
18 354 095 000 Arle Grant - Traffic Signals	\$ 162,000.00	\$ 0.00	\$ 0.00	\$ (162,000.00)	0.00	0.00	\$ 0.00	\$ 0.00	0.00
18 354 100 000 SHACOG Grant - CD43	27,000.00	0.00	0.00	(27,000.00)	0.00	0.00	\$ 0.00	\$ 0.00	0.00
18 363 100 000 Streets, Sidewalks And Curb Ramps	25,000.00	(815.00)	(815.00)	(25,815.00)	0.03	0.00	0.00	0.00	0.00
18 387 110 000 Brentwood Athletic Association	5,000.00	0.00	0.00	(5,000.00)	0.00	0.00	0.00	0.00	0.00
18 392 010 000 Transfer From General Fund	1,710,000.00	0.00	0.00	(1,710,000.00)	0.00	0.00	0.00	0.00	0.00
18 392 030 000 Transfer From Park Fund	15,000.00	0.00	0.00	(15,000.00)	0.00	0.00	0.00	0.00	0.00
18 392 080 000 Transfer From Sanitary Sewer Fund	100,000.00	0.00	0.00	(100,000.00)	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	\$ 2,044,000.00	\$ (815.00)	\$ (815.00)	\$ (2,044,815.00)	0.00	0.00	\$ 0.00	\$ 0.00	0.00

Brentwood Borough
Treasurer's Revenue Report by Fund
For the Period Ending January 31, 2017

35 Highway Aid Fund

	REVENUES		Budget	Current Month	Year To Date	Unrealized Revenue YTD as % of Budget	Prior Year	PY as % of Budget
	35 341 000 000 Interest Earnings	35 355 020 000 State Highway Aid (Liquid Fuels Tax)						
TOTAL REVENUE			\$ 40.00	\$ 11.80	\$ 11.80	\$ (28.20)	\$ (0.30)	\$ 0.00
			238,000.00	0.00	0.00	(238,000.00)	0.00	0.00
			<u>\$ 238,040.00</u>	<u>\$ 11.80</u>	<u>\$ 11.80</u>	<u>\$ (238,028.20)</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

Brentwood Borough
Treasurer's Revenue Report by Fund
For the Period Ending January 31, 2017

60 Non Uniform Pension Fund

<u>REVENUES</u>									
60 341 000 000 Interest									
60 343 000 000 Dividend Income									
60 345 000 000 Unrealized Gain(Loss)									
60 387 000 000 Member Contributions									
TOTAL REVENUE									
	Budget	Current Month	Year To Date	Unrealized Revenue YTD as % of Budget	Prior Year	PY as % of Budget			
\$	0.00	\$ 985.03	\$ 985.03	\$ 985.03	\$ 0.00	\$ 0.00			
	0.00	937.59	937.59	937.59	0.00	0.00			
	0.00	20,819.90	20,819.90	20,819.90	0.00	0.00			
	0.00	2,670.78	2,670.78	2,670.78	0.00	0.00			
	0.00	\$ 25,413.30	\$ 25,413.30	\$ 25,413.30	0.00	\$ 0.00			

Brentwood Borough
Treasurer's Revenue Report by Fund
For the Period Ending January 31, 2017

65 Police Pension Fund

<u>REVENUES</u>		Budget	Current Month	Year To Date	Unrealized Revenue YTD as % of Budget	Prior Year	PY as % of Budget
65 341 000 000 Interest		\$ 0.00	\$ 3,873.17	\$ 3,873.17	\$ 3,873.17	\$ 0.00	\$ 0.00
65 343 000 000 Divident Income		0.00	3,032.41	3,032.41	3,032.41	0.00	0.00
65 345 000 000 Unrealized Gain(Loss)		0.00	69,407.27	69,407.27	69,407.27	0.00	0.00
65 387 000 000 Member Contributions		0.00	6,351.14	6,351.14	6,351.14	0.00	0.00
TOTAL REVENUE		0.00	\$ 82,663.99	\$ 82,663.99	\$ 82,663.99	\$ 0.00	\$ 0.00



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

SUBJECT: Consider ratifying the payment of bills from January 1 to January 31, 2017.
[ACTION ITEM]

DATE: February 20, 2017

PRESENTED BY: MRS. SUSAN TOTH
FINANCE/HR DIRECTOR

SUMMARY:

This is associated with the Borough's Monthly Expenditures.

BUDGET IMPACT:

Various Budget Line Items

1. *General Fund in the amount of \$619,130.14*
2. *Sanitary Sewer Fund in the amount of \$482,237.04*
3. *Capital Improvement Fund in the amount of \$45,244.38*
4. *Liquid Fuels Fund in the amount of \$0.00*
5. *Non-Uniform Pension Fund in the amount of \$194,704.31*
6. *Police Pension Fund in the amount of \$30,879.00*

RECOMMENDATION:

Ratify payment of the January 2017 expenditures.

PROS:

N/A

CONS:

N/A

ATTACHMENTS:

Description

January 2017 Bills1

Upload Date

2/18/2017

Type

Cover Memo

01

GENERAL FUND

LIST OF

& TRANSACTION DETAILED BUDGET

REPORT

January 1 – January 31, 2017

\$ 255,412.15	(Payroll)
<u>\$ 363,717.99</u>	<u>(Bills)</u>
\$ 619,130.14	Total

Brentwood Borough

A/P Distribution from 1/01/2017 to 1/31/2017

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
01 400 420 000 Dues Sub & Member						
[10314] PA State Association of Boroughs		1/01/2017	126-2017	1/13/2017		1,553.00
01 400 460 000 Meetings & Conf						
[10038] Allegheny League of Municipalities		1/10/2017	Brent2017-29	1/13/2017	ALOM Bi-Annual Leg. Receipt.	1,553.00
01 403 110 000 Salary-Elected						
[10002] Boland, Fay K		1/24/2017	Brent2017-48	1/27/2017	2016	165.00
01 403 305 000 Del R.E. Tax Commission						
[10220] Jordan Tax Service, Inc		1/05/2017	1-C-#17	1/13/2017		5,000.00
01 403 307 000 EIT Collection Commission						
[10220] Jordan Tax Service, Inc		12/31/2016	12-c-#231	1/13/2017		5,000.00
01 403 309 000 LST Collection Commission						
[10220] Jordan Tax Service, Inc		12/31/2016	12-c-#229	1/13/2017		90.40
01 403 900 000 Refund Of Prior Years						
Bees Real Estate LP		1/13/2017	Brent2017-032	1/20/2017		76.05
Aaron Rosier		1/13/2017	Brent2017-034	1/20/2017		76.05
01 404 317 000 Solicitor (Hourly)						
[10103] Cohen & Grigsby, P.C.		12/21/2016	526979	1/13/2017	November-General	185.22
[10103] Cohen & Grigsby, P.C.		12/21/2016	526980	1/13/2017	November-Contracts	146.02
[10103] Cohen & Grigsby, P.C.		12/21/2016	526981	1/13/2017	November-Tax & Finance	331.24
[10103] Cohen & Grigsby, P.C.		12/21/2016	526982	1/13/2017	November RE Construction	2,027.00
[10103] Cohen & Grigsby, P.C.		12/21/2016	526983	1/13/2017	November Employment Issue	42.00
[10103] Cohen & Grigsby, P.C.		12/21/2016	526985	1/13/2017	November-Fwd Brentwood Prop	571.00
01 404 341 000 Advertising						504.00
[10451] Tribune - Review		1/11/2016	1811836	1/13/2017	2017 Council notice	462.00
[10451] Tribune - Review		1/05/2017	1831641	1/20/2017		4,152.00
[10451] Tribune - Review		1/05/2017	1831653	1/20/2017		36.00
[10451] Tribune - Review		1/12/2017	1833292	1/20/2017		112.50
[10451] Tribune - Review		1/12/2017	1833325	1/20/2017		72.00
[10451] Tribune - Review		1/12/2017	1833335	1/20/2017		148.50
[10451] Tribune - Review		1/12/2017	1833343	1/20/2017		27.00
[10451] Tribune - Review		1/12/2017	1833344	1/20/2017	Public Hearing: Lq Lic	45.00
[10314] PA State Association of Boroughs		1/12/2017	Brent2017-53	1/20/2017	Stop sign ordinance	78.75
01 405 153 000 Health - Disability						40.50
[10408] Standard Insurance Company		1/16/2017	Brent2017-44	1/27/2017	Membership Directory	40.00
01 405 156 000 Health - Hospitalization						
[10146] Employer - Teamsters Local 205 Welfare		12/25/2016	Brent2017-010	1/13/2017		600.25
[10312] PA Municipal Health Insurance Cooperative		1/01/2017	Brent2017-039	1/20/2017		136.74
01 405 156 000 Health - Hospitalization Total						136.74
01 405 156 000 Health - Hospitalization						
[10146] Employer - Teamsters Local 205 Welfare		12/25/2016	Brent2017-010	1/13/2017		260.00
[10312] PA Municipal Health Insurance Cooperative		1/01/2017	Brent2017-039	1/20/2017		2,792.80
01 405 156 000 Health - Hospitalization Total						3,052.80

Brentwood Borough

A/P Distribution from 1/01/2017 to 1/31/2017

<u>Account</u>	<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>A/P Due Date</u>	<u>Description</u>	<u>A/P Owed</u>
01 405 158 000 Life Insurance						
[10408] Standard Insurance Company		1/16/2017	Brent2017-44	1/27/2017		34.00
			01 405 158 000 Life Insurance Total			<u>34.00</u>
01 405 168 000 Employee Retirement Benefits						
[10408] Standard Insurance Company		1/16/2017	Brent2017-44	1/27/2017		3.40
			01 405 168 000 Employee Retirement Benefits Total			<u>3.40</u>
01 405 210 000 Office Supplies						
[10480] W. B. Mason Company, Inc.		12/21/2016	i40330451	1/13/2017	Wall calendar	34.09
[10480] W. B. Mason Company, Inc.		1/13/2017	i40934968	1/27/2017		115.92
[10410] Staples Credit Plan		1/16/2017	jan 60365178	1/27/2017		258.75
[10185] Harris School Solutions		12/30/2016	x00003945	1/20/2017		73.00
			01 405 210 000 Office Supplies Total			<u>481.76</u>
01 405 215 000 Postage						
[10365] Purchase Power		1/05/2017	Jan89633382	1/20/2017		1,073.99
			01 405 215 000 Postage Total			<u>1,073.99</u>
01 405 321 000 Telephone Charges						
[10106] Comcast		1/15/2017	49761165	1/27/2017		226.80
[10106] Comcast		1/09/2017	jan89932087934319	1/17/2017		113.56
			01 405 321 000 Telephone Charges Total			<u>340.36</u>
01 405 324 000 Wireless Telephone						
[10477] Verizon Wireless		1/08/2017	9778305164	1/20/2017		22.50
			01 405 324 000 Wireless Telephone Total			<u>22.50</u>
01 405 384 000 Rental - Machinery & Equipment						
[10159] Ford Business Machines, Inc.		1/03/2017	205291	1/13/2017		1,609.69
[10233] Leaf		1/01/2017	7041190	1/13/2017		521.70
			01 405 384 000 Rental - Machinery & Equipment Total			<u>2,131.39</u>
01 405 420 000 Dues Subscriptions, Memb						
[10395] Society for Human Resource Management		1/01/2017	01601270-2017	1/13/2017	Membership for 2017	199.00
[10194] ICMA		1/01/2017	Brent2017-004	1/13/2017	Membership for GZ & EP	844.62
[10048] APMM		1/01/2017	Brent2017-005	1/13/2017		165.00
[10168] GFOA		1/01/2017	Brent2017-013	1/13/2017	Membership for 2017	150.00
[10485] Western Pennsylvania Municipal Managers		12/30/2016	Brent2017-022	1/13/2017	2017 WPMM Dues	30.00
			01 405 420 000 Dues Subscriptions, Memb Total			<u>1,388.62</u>
01 405 460 000 Meetings & Confer.						
[10038] Allegheny League of Municipalities		1/10/2017	Brent2017-29	1/13/2017	ALOM Bi-Annual Leg. Recept.	55.00
[10168] GFOA		1/23/2017	Brent2017-43	1/27/2017		350.00
			01 405 460 000 Meetings & Confer. Total			<u>405.00</u>
01 407 452 000 Contracted IT						
[10456] Tulip Systems, Inc.		12/30/2016	2016-2142	1/13/2017	Informer issue	63.75
[10283] Novus Agenda		1/01/2017	24271	1/20/2017	Agenda renewal	4,950.00
			01 407 452 000 Contracted IT Total			<u>5,013.75</u>
01 407 455 000 General Software/licenses						
[10369] Ragnasoft, Inc.		1/10/2016	RSI-0002434	1/13/2017	Plan It renewal	660.00
			01 407 455 000 General Software/licenses Total			<u>660.00</u>
01 407 457 000 Police Software						
[10369] Ragnasoft, Inc.		1/10/2016	RSI-0002434	1/13/2017	Plan It renewal	1,225.00
			01 407 457 000 Police Software Total			<u>1,225.00</u>
01 409 240 000 Operating Supplies						
[10250] Mcmanus Merchants		9/21/2016	80997-b/o	1/13/2017		25.85
[10250] Mcmanus Merchants		1/11/2017	83086	1/20/2017	towels, TP, Pinesol	120.65

Brentwood Borough

A/P Distribution from 1/01/2017 to 1/31/2017

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
[10222] Keener Hardware		1/01/2017	Brent2017-37	1/20/2017		32.77
01 409 325 000 Internet Service			01 409 240 000 Operating Supplies Total			179.27
[10106] Comcast		1/09/2017	jan89932087934319	1/17/2017		159.90
01 409 361 000 Electricity			01 409 325 000 Internet Service Total			159.90
[10113] Constellation Newenergy, Inc.		12/28/2016	Jan-0037026492	1/13/2017		808.00
[10139] Duquesne Light		1/07/2017	Jan6058160000	1/13/2017		54.40
01 409 362 000 Gas			01 409 361 000 Electricity Total			862.40
[10394] Snyder Brother's Inc.		1/12/2017	1006508	1/20/2017		297.76
[10344] Peoples		1/10/2017	Jan 200006711291	1/20/2017		427.92
01 409 362 000 Gas Total						725.68
01 409 366 000 Water						105.97
[10336] Pennsylvania American Water		1/18/2017	Jan1024210036738088	1/27/2017		105.97
01 409 373 000 R&M Services			01 409 366 000 Water Total			105.97
Tuscano-Maher Roofing, Inc.		1/11/2017	214364	1/20/2017		947.80
01 409 374 000 R&M - Machinery & Equipment			01 409 373 000 R&M Services Total			947.80
Uni-First Corporation		1/16/2017	074 5209878	1/27/2017	mats & mop	47.43
01 409 450 000 Contracted Services			01 409 374 000 R&M - Machinery & Equipment Total			47.43
Uni-First Corporation		8/15/2016	074 5153923	1/27/2017		48.55
[10011] ABM Building Solutions, LLC.		1/02/2017	074 5204765	1/13/2017	mats & mops	48.16
[10399] Sonitrol of Pittsburgh		1/13/2017	10439399	1/27/2017		321.00
[10292] OTIS Elevator Company		12/15/2016	328089	1/13/2017		635.00
01 410 130 000 Salary - Professional		1/20/2017	NBP65422x217	1/27/2017		154.50
[10003] Butelli, Robert D			01 409 450 000 Contracted Services Total			1,207.21
01 410 153 000 Health - Disability		1/01/2017	Brent2017-002	1/13/2017		66,666.00
[10408] Standard Insurance Company			01 410 130 000 Salary - Professional Total			66,666.00
01 410 156 000 Health - Hospitalization		1/16/2017	Brent2017-44	1/27/2017		1,021.36
[10146] Employer - Teamsters Local 205 Welfare		12/25/2016	Brent2017-010	1/13/2017		910.00
[10312] PA Municipal Health Insurance Cooperative		1/01/2017	Brent2017-039	1/20/2017		14,660.56
01 410 158 000 Life Insurance			01 410 156 000 Health - Hospitalization Total			15,570.56
[10408] Standard Insurance Company		1/16/2017	Brent2017-44	1/27/2017		353.60
01 410 168 000 Retiree Benefits			01 410 158 000 Life Insurance Total			353.60
[10146] Employer - Teamsters Local 205 Welfare		12/25/2016	Brent2017-010	1/13/2017		130.00
[10312] PA Municipal Health Insurance Cooperative		1/01/2017	Brent2017-039	1/20/2017		2,268.74
[10408] Standard Insurance Company		1/16/2017	Brent2017-44	1/27/2017		25.50
01 410 168 000 Retiree Benefits Total						2,424.24

Brentwood Borough

Page: 4

A/P Distribution from 1/01/2017 to 1/31/2017

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
01 410 189 000 Court Pay						
[10093] Cash		1/01/2017	Brent2017-006	1/13/2017		255.36
			01 410 189 000 Court Pay Total			255.36
01 410 191 000 Uniforms						
[10278] North Eastern Uniforms & Equipment Inc.		12/28/2016	34782	1/13/2017	Mikenonis 2016 Uniform allow.	788.44
[10278] North Eastern Uniforms & Equipment Inc.		12/30/2016	34801	1/13/2017	Meisel 2016 Uniform Allow bal.	484.85
[10278] North Eastern Uniforms & Equipment Inc.		12/27/2016	34865	1/13/2017	Bal. 2016 Uniform Allow. Fisher	269.31
[062] Davidson, Scott T		1/01/2017	Brent2017-011	1/13/2017	Balance of 2016 Uniform Allow.	246.25
[365] Mikeonis, Gerald M		1/09/2017	Brent2017-015	1/13/2017	Balance of 2016 Uniform Allowance	100.00
[224] Mulholland III, Milton E		1/03/2017	Brent2017-016	1/13/2017	Balance of 2016 Uniform allow.	344.99
[534] Swick, Richard J		1/03/2017	Brent2017-021	1/13/2017	2016 Uniform Allow	6.37
			01 410 191 000 Uniforms Total			2,240.21
01 410 193 000 Training/Education						
[10331] Penn State University (1)		12/05/2016	62384	1/20/2017	Josh Scott	715.00
[10331] Penn State University (1)		12/05/2016	62384-2	1/20/2017	Scott Davidson	715.00
			01 410 193 000 Training/Education Total			1,430.00
01 410 210 000 Office Supplies						
[10480] W. B. Mason Company, Inc.		12/19/2016	i40280126	1/13/2017	Coffee	35.96
			01 410 210 000 Office Supplies Total			35.96
01 410 231 000 Vehicle Fuel						
[10486] WEX Bank		12/31/2016	48128158	1/13/2017		1,015.61
			01 410 231 000 Vehicle Fuel Total			1,015.61
01 410 240 000 Operating Supplies						
[10016] Advance Auto Parts		12/14/2016	1222634930073	1/13/2017	snow brushes	47.96
Master Medical Equipment		1/16/2017	13323	1/27/2017	AED's for cars	300.00
			01 410 240 000 Operating Supplies Total			347.96
01 410 249 000 K-9 Officer						
[224] Mulholland III, Milton E		1/03/2017	Brent2017-017	1/13/2017	K-9 meds/vitamins	237.41
			01 410 249 000 K-9 Officer Total			237.41
01 410 251 000 R&M Vehicle Parts						
[10219] John Varney Tire & Auto Center		12/07/2016	74969	1/13/2017	2013 Ford Interceptor	161.98
[10219] John Varney Tire & Auto Center		12/08/2016	74982	1/13/2017	2016 Ford Taurus	35.30
[10219] John Varney Tire & Auto Center		12/17/2016	75065	1/13/2017	2013 Ford Taurus	72.00
Valero Service, Inc.		1/04/2017	SL-116776	1/13/2017	Adj light bars	43.28
			01 410 251 000 R&M Vehicle Parts Total			312.56
01 410 321 000 Telephone						
[10106] Comcast		1/15/2017	49761165	1/27/2017		181.44
[10112] Consolidated Communications		1/16/2017	jan4128822524	1/27/2017		34.58
[10106] Comcast		1/09/2017	jan89932087934319	1/17/2017		113.56
			01 410 321 000 Telephone Total			329.58
01 410 324 000 Wireless Telephone						
[10405] Sprint		12/27/2016	712299945-031	1/20/2017		291.13
			01 410 324 000 Wireless Telephone Total			291.13
01 410 384 000 Rental - Machinery & Equipment						
[10226] Konica Minolta Bus Solution		12/31/2016	243257283	1/13/2017		312.00
[10226] Konica Minolta Bus Solution		1/01/2017	296325258	1/13/2017		216.76
			01 410 384 000 Rental - Machinery & Equipment Total			528.76
01 410 420 000 Dues Scrip & Membr.						
Praetorian Digital		1/13/2017	010133-2213 (1)	1/13/2017	Police One Academy subscription	1,175.00

Brentwood Borough

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AP Distribution from 1/01/2017 to 1/31/2017

<u>Account</u>	<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>AP Due Date</u>	<u>Description</u>	<u>AP Owed</u>
<u>01 410 450 000 Contracted Services</u>						
[10380] S & D Calibration Services		1/03/2017	Brent2017-001	1/13/2017		2,627.96
[10230] Lautamus Communications, Inc.		12/20/2016	4027	1/13/2017		<u>3,802.96</u>
		1/01/2017	78319	1/13/2017	Accutrack Cert	39.00
<u>01 410 450 000 Contracted Services & Conf.</u>						<u>489.00</u>
Rowdy B.B. Q.		1/04/2017	Brent2017-020	1/13/2017	SHACOG Meeting	255.73
[358] Zepphur, Adam R		1/05/2017	Brent2017-023	1/13/2017	Chamber lunch, SHACOG donuts	20.00
[358] Zepphur, Adam R		1/05/2017	Brent2017-023	1/13/2017	Chamber lunch, SHACOG donuts	35.34
<u>01 411 231 000 Vehicle Fuel</u>						<u>311.07</u>
[10486] WEX Bank		12/31/2016	48128158	1/13/2017		320.09
<u>01 411 352 000 Professional Liability Ins.</u>						<u>320.09</u>
[10387] Selective Insurance		1/18/2017	Brent2017-49	1/27/2017		824.00
<u>01 411 363 000 Hydrant Service</u>						<u>824.00</u>
[10336] Pennsylvania American Water		1/03/2017	jan 1024210037062784	1/13/2017		2,711.97
<u>01 411 420 000 Dues, Subscript, Memb</u>						<u>2,711.97</u>
[10389] SHACOG		1/03/2017	Brent2017-001	1/13/2017		1,127.96
<u>01 411 540 000 Contributions To VFD</u>						<u>1,127.96</u>
[10087] Brentwood Volunteer Fire Department		1/10/2017	Brent2017-25	1/13/2017		24,000.00
<u>01 412 231 000 Vehicle Fuel</u>						<u>24,000.00</u>
[10486] WEX Bank		12/31/2016	48128158	1/13/2017		931.94
<u>01 412 325 000 Internet</u>						<u>931.94</u>
[10106] Comcast		1/09/2017	jan 899320879245	1/20/2017		6.34
<u>01 412 540 000 Contributions To EMS</u>						<u>6.34</u>
[10084] Brentwood EMS		1/10/2017	Brent2017-24	1/13/2017		20,149.25
<u>01 414 153 000 Health - Disability</u>						<u>20,149.25</u>
[10408] Standard Insurance Company		1/16/2017	Brent2017-44	1/27/2017		95.41
<u>01 414 156 000 Health - Hospitalization</u>						<u>95.41</u>
[10146] Employer - Teamsters Local 205 Welfare		12/25/2016	Brent2017-010	1/13/2017		130.00
[10312] PA Municipal Health Insurance Cooperative		1/01/2017	Brent2017-039	1/20/2017		1,658.43
<u>01 414 158 000 Life Insurance</u>						<u>1,788.43</u>
[10408] Standard Insurance Company		1/16/2017	Brent2017-44	1/27/2017		34.00
<u>01 414 193 000 Training/Education</u>						<u>34.00</u>
[392] Costa, Ralph J		1/13/2017	Brent2017-	1/20/2017	BCO Manual	25.00
[392] Costa, Ralph J		1/01/2017	brent2017-009	1/13/2017	ICC Plan Review Testing	199.00
						<u>224.00</u>

Brentwood Borough

A/P Distribution from 1/01/2017 to 1/31/2017

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
<u>01 414 231 000 Vehicle Fuel</u>	<u>[10486] WEX Bank</u>	12/31/2016	48128158	1/13/2017		128.44
		<u>01 414 231 000 Vehicle Fuel Total</u>				<u>128.44</u>
<u>01 414 240 000 Operating Supplies</u>	<u>[10093] Cash</u>	1/01/2017	Bren2017-007	1/13/2017	Christmas Party	5.00
		<u>01 414 240 000 Operating Supplies Total</u>				<u>5.00</u>
<u>01 414 251 000 R&M Supplies - Vehicle Parts</u>	<u>[10487] Whitehall Automotive</u>	1/20/2017	18043	1/27/2017	Inspection	49.00
		<u>01 414 251 000 R&M Supplies - Vehicle Parts Total</u>				<u>49.00</u>
<u>01 414 317 000 Other Services</u>	<u>[10103] Cohen & Grigsby, P.C.</u>	12/21/2016	526986	1/13/2017	November Summary Appeals	399.00
		<u>01 414 317 000 Other Services Total</u>				<u>399.00</u>
<u>01 414 321 000 Telephone</u>	<u>[10106] Comcast</u>	1/15/2017	49761165	1/27/2017		22.63
		<u>01 414 321 000 Telephone Total</u>				<u>22.63</u>
<u>01 414 324 000 Wireless Telephone</u>	<u>[10477] Verizon Wireless</u>	1/08/2017	9778305164	1/20/2017		22.50
		<u>01 414 324 000 Wireless Telephone Total</u>				<u>22.50</u>
<u>01 414 420 000 Dues Scrip & Membr.</u>	<u>[10194] ICMA</u>	1/01/2017	Bren2017-004	1/13/2017	Membership for GZ & EP	380.24
	<u>[10168] GFOA</u>	1/01/2017	Bren2017-013	1/13/2017	Membership for 2017	75.00
		<u>01 414 420 000 Dues Scrip & Membr. Total</u>				<u>455.24</u>
<u>01 414 460 000 Meetings & Confer.</u>	<u>[564] Pecon, Eric P</u>	1/05/2017	Bren2017-019	1/13/2017	APMM Conf. Reimbursement	355.00
		<u>01 414 460 000 Meetings & Confer. Total</u>				<u>355.00</u>
<u>01 415 153 000 Health - Disability</u>	<u>[10408] Standard Insurance Company</u>	1/16/2017	Bren2017-44	1/27/2017		98.12
		<u>01 415 153 000 Health - Disability Total</u>				<u>98.12</u>
<u>01 415 156 000 Health - Hospitalization</u>	<u>[10146] Employer - Teamsters Local 205 Welfare</u>	12/25/2016	Bren2017-010	1/13/2017		130.00
	<u>[10312] PA Municipal Health Insurance Cooperative</u>	1/01/2017	Bren2017-039	1/20/2017		1,658.43
		<u>01 415 156 000 Health - Hospitalization Total</u>				<u>1,788.43</u>
<u>01 415 158 000 Life Insurance</u>	<u>[10408] Standard Insurance Company</u>	1/16/2017	Bren2017-44	1/27/2017		34.00
		<u>01 415 158 000 Life Insurance Total</u>				<u>34.00</u>
<u>01 419 240 000 Operating Expense</u>	<u>[10058] B. M. Kramer and Company, Inc.</u>	12/23/2016	1340881-01	1/13/2017	pe pipe	88.20
		<u>01 419 240 000 Operating Expense Total</u>				<u>88.20</u>
<u>01 426 450 000 Contracted Services--Current Refuse</u>	<u>[10372] Republic Services #674</u>	12/20/2016	0674-001647976	1/13/2017		1,182.96
	<u>[10372] Republic Services #674</u>	12/31/2016	0674-001649753	1/13/2017		46,507.50
		<u>01 426 450 000 Contracted Services--Current Refuse Total</u>				<u>47,690.46</u>
<u>01 426 451 000 Contracted Svc--Del Trash</u>	<u>[10397] Software Systems, Inc.</u>	1/13/2017	12794-s	1/20/2017		150.00
		<u>01 426 451 000 Contracted Svc--Del Trash Total</u>				<u>150.00</u>
<u>01 427 750 000 Minor Purchases</u>	<u>KeyStone Ridge Designs</u>	1/03/2017	000018116	1/13/2017	Rubbish cans	1,980.00
		<u>01 427 750 000 Minor Purchases Total</u>				<u>1,980.00</u>

Brentwood Borough

A/P Distribution from 1/01/2017 to 1/31/2017

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
01 426 450 000 Contracted Services--Current Refuse						
[10372] Republic Services #674		12/20/2016	0674-001647976	1/13/2017		1,182.96
[10372] Republic Services #674		12/31/2016	0674-001649753	1/13/2017		46,507.50
01 426 451 000 Contracted Svc--Del Trash						47,690.46
[10397] Software Systems, Inc.		1/13/2017	12794-s	1/20/2017		150.00
01 427 750 000 Minor Purchases						150.00
KeyStone Ridge Designs		1/03/2017	000018116	1/13/2017	Rubbish cans	1,980.00
01 430 153 000 Health - Disability						1,980.00
[10408] Standard Insurance Company		1/16/2017	Bren2017-44	1/27/2017		556.57
01 430 156 000 Health - Hospitalization						556.57
[10146] Employer - Teamsters Local 205 Welfare		12/25/2016	Bren2017-010	1/13/2017		585.00
[10312] PA Municipal Health Insurance Cooperative		1/01/2017	Bren2017-039	1/20/2017		7,768.09
01 430 158 000 Life Insurance						8,353.09
[10408] Standard Insurance Company		1/16/2017	Bren2017-44	1/27/2017		187.00
[10408] Standard Insurance Company		1/16/2017	Bren2017-44	1/27/2017		10.20
01 430 191 000 Uniform Allowance						197.20
Uni-First Corporation		1/02/2017	074 5204696	1/13/2017		155.25
Uni-First Corporation		1/16/2017	074 5209810	1/27/2017		155.25
Uni-First Corporation		1/23/2017	074 5212419	1/27/2017		155.25
[370] Chudewicz, Dennis J		1/02/2017	0745204696	1/20/2017		155.25
[060] Cunningham, Patrick E		1/01/2017	Bren2017-008	1/13/2017		10.02
[703] Beatty, Harry A		1/03/2017	Bren2017-38	1/20/2017	Balance of Uniform Allowance	266.87
		1/25/2017	Bren2017-51	1/27/2017	Carhartt	79.99
01 430 191 000 Uniform Allowance Total						977.88
01 430 231 000 Vehicle Fuel						
[10486] WEX Bank		12/31/2016	48128158	1/13/2017		2,062.31
01 430 240 000 Operating Supplies						2,062.31
[10059] Batteries Plus Bulbs		1/03/2017	191-356158	1/13/2017		30.88
[10289] Option Supply Company, Inc.		12/27/2016	227590	1/13/2017	1.5v & 2 pk Duracell	22.22
[10289] Option Supply Company, Inc.		12/29/2016	227594	1/13/2017	block, 4 x 8 block solids	35.19
[10040] Alloy-Oxygen & Welding Supply Company		12/29/2016	498987	1/13/2017	oxy, acet, subarc	42.64
[10341] Pennsylvania One Call System, Inc.		12/31/2016	709708	1/13/2017		47.70
[10040] Alloy-Oxygen & Welding Supply Company		12/31/2016	813148	1/13/2017	cylinder rental	85.94
[10250] Mcmanus Merchants		1/11/2017	83088	1/20/2017	liners	85.58
[10093] Cash		1/01/2017	Bren2017-007	1/13/2017	Christmas Party	50.82
[10222] Keener Hardware		1/01/2017	Bren2017-37	1/20/2017		632.96
01 430 245 000 DPW - Highway Supplies						632.96
[10224] Kiefer Coal & Supply Company		12/13/2016	51434	1/13/2017	cold patch	620.42
[10463] US Municipal Supply, Inc.		11/11/2016	6106880	1/27/2017	signs	332.86
01 430 251 000 R&M Supplies - Vehicle Parts						953.28
[10219] John Varney Tire & Auto Center		12/06/2016		1/20/2017	2016 F-450 Inspection	41.00

Brentwood Borough

A/P Distribution from 1/01/2017 to 1/31/2017

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
[10348] Pittsburgh Fleet Management, Inc.		1/11/2016	13910	1/13/2017		242.40
[10348] Pittsburgh Fleet Management, Inc.		1/11/2016	13911	1/13/2017		242.40
[10037] Allegheny Ford		12/31/2016	72145	1/13/2017		145.95
[10219] John Varney Tire & Auto Center		12/06/2016	74962	1/20/2017	2016 F-450 inspection	41.00
[10366] Push - N - Pull, Inc.		12/30/2016	93555	1/13/2017	receiver kit	139.88
[10177] Groff Tractor & Equipment, Inc.		1/11/2016	PSO121131-1	1/13/2017	hydraulic cylinder	1,582.15
01 430 324 000 Wireless Telephone						2,434.78
[10477] Verizon Wireless		1/08/2017	9778305164	1/20/2017		95.32
01 430 361 000 Electricity						95.32
[10113] Constellation Newenergy, Inc.		12/28/2016	Jan-0037026492	1/13/2017		187.78
[10139] Duquesne Light		1/07/2017	Jan0458260000	1/13/2017		138.30
01 430 362 000 Gas						326.08
[10344] Peoples		1/10/2017	Jan 200006711705	1/20/2017		905.02
01 430 366 000 Water						905.02
[10336] Pennsylvania American Water		1/18/2017	Jan1024220002179843	1/27/2017		920.27
01 430 374 000 R&M - Machinery & Equipment						920.27
[10177] Groff Tractor & Equipment, Inc.		12/22/2016	PSO122563-1	1/13/2017	pin & ring set	106.39
[10177] Groff Tractor & Equipment, Inc.		12/15/2016	PSO124623-1	1/13/2017	tubes	755.30
01 430 700 000 Minor Purchases						861.69
[10059] Batteries Plus Bulbs		1/04/2017	191-113725-01	1/13/2017	Propolymax yellow & belt clip	437.89
[10240] Lowe's		12/06/2016	908574	1/13/2017	cut off tool, blades	188.98
[10240] Lowe's		12/09/2016	908575	1/13/2017	sidling	360.05
01 430 700 000 Minor Purchases Total						986.92
01 451 210 000 Office Supplies						
[10410] Staples Credit Plan		1/16/2017	Jan 60355178	1/27/2017		43.98
01 451 240 000 Operating Supplies						43.98
[10385] SAM's Club Direct		10/14/2016	Brent2017-51	1/27/2017		37.52
01 451 450 000 Contracted Services						37.52
Laurie Krayvo		1/12/2017	Brent2016-35	1/20/2017	Body Blast/Kettlebell	140.00
01 452 366 000 Water						140.00
[10336] Pennsylvania American Water		1/10/2017	Jan 1024210035665156	1/20/2017		202.12
[10336] Pennsylvania American Water		1/18/2017	Jan1024210035894169	1/27/2017		107.57
01 453 240 000 Operating Supplies						309.69
[10250] Mcmanus Merchants		1/01/2017	80999b/o	1/13/2017		150.08
[10250] Mcmanus Merchants		1/10/2017	83089	1/20/2017	PB Blaster	60.40
01 453 361 000 Electricity						210.48
[10113] Constellation Newenergy, Inc.		12/28/2016	Jan-0037026492	1/13/2017		155.02
[10139] Duquesne Light		1/07/2017	Jan7258240000	1/13/2017		108.73
01 453 361 000 Electricity Total						263.75

Brentwood Borough**A/P Distribution from 1/01/2017 to 1/31/2017**

<u>Account</u>	<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>A/P Due Date</u>	<u>Description</u>	<u>A/P Owed</u>
01 453 362 000 Gas						
[10394] Snyder Brother's Inc.		1/12/2017	1006508	1/20/2017		237.12
[10344] Peoples		1/10/2017	Jan 200006711499	1/20/2017		455.48
			01 453 362 000 Gas Total			692.60
01 454 240 000 Operating Supplies						
[10437] Three Brothers Plumbing		12/08/2016	32215	1/13/2017	fluid, AS blue flapper	26.18
[10222] Keener Hardware		1/01/2017	Bren2017-37	1/20/2017		82.98
			01 454 240 000 Operating Supplies Total			109.16
01 454 361 000 Electricity						
[10139] Duquesne Light		1/07/2017	Jan 0852450000	1/20/2017		80.93
[10139] Duquesne Light		1/05/2017	Jan 4739130000	1/20/2017		194.55
[10139] Duquesne Light		1/06/2017	Jan 7008065151	1/13/2017		16.13
[10113] Constellation Newenergy, Inc.		12/28/2016	Jan-0037026492	1/13/2017		41.31
[10113] Constellation Newenergy, Inc.		12/28/2016	Jan-0037026492	1/13/2017		33.83
[10139] Duquesne Light		1/07/2017	Jan0071960000	1/13/2017		271.89
[10139] Duquesne Light		1/07/2017	Jan609370000	1/13/2017		468.49
[10139] Duquesne Light		1/06/2017	Jan873376000	1/13/2017		48.43
			01 454 361 000 Electricity Total			1,155.56
01 454 450 000 Contracted Service						
American Leak Detection		12/30/2016	22634	1/20/2017	Park Pool	450.00
			01 454 450 000 Contracted Service Total			450.00
01 456 240 000 Operating Supplies						
[10250] Mcmannus Merchants		1/11/2017	83087	1/20/2017	towels, liners, Pinesol	105.82
			01 456 240 000 Operating Supplies Total			105.82
01 456 361 000 Electricity						
[10139] Duquesne Light		1/01/2017	Jan 3384710000	1/20/2017		954.46
[10113] Constellation Newenergy, Inc.		12/28/2016	Jan-0037026492	1/13/2017		667.92
			01 456 361 000 Electricity Total			1,622.38
01 456 362 000 Gas						
[10394] Snyder Brother's Inc.		1/12/2017	1006508	1/20/2017		388.93
[10344] Peoples		1/10/2017	Jan 200007895440	1/20/2017		543.85
			01 456 362 000 Gas Total			932.78
01 456 366 000 Water						
[10336] Pennsylvania American Water		1/18/2017	Jan1024210035367186	1/27/2017		172.63
[10336] Pennsylvania American Water		1/18/2017	Jan1024220009591246	1/27/2017		1,082.73
			01 456 366 000 Water Total			1,255.36
01 456 450 000 Contracted Service						
[10399] Sonitrol of Pittsburgh		12/15/2016	328514	1/13/2017		395.00
			01 456 450 000 Contracted Service Total			395.00
01 456 540 000 Contributions						
[10080] Brentwood Borough Library		1/10/2017	Bren2017-26	1/13/2017		49,250.00
			01 456 540 000 Contributions Total			49,250.00
01 459 361 000 Electricity						
[10139] Duquesne Light		1/08/2017	Jan256510000	1/13/2017		642.91
			01 459 361 000 Electricity Total			642.91
01 463 340 000 Advertising/Marketing						
[10075] Brentwood Baldwin Whitehall Chamber		1/01/2017	269	1/13/2017		100.00
[10075] Brentwood Baldwin Whitehall Chamber		1/01/2017	269	1/13/2017		-100.00
[10083] Brentwood Business Owners Association		1/13/2017	269 (1)	1/13/2017		100.00

Brentwood Borough**A/P Distribution from 1/01/2017 to 1/31/2017**

<u>Account</u>	<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>A/P Due Date</u>	<u>Description</u>	<u>A/P Owed</u>
	Brentwood VFW Post 1810	1/18/2017	Brent2017-41	1/20/2017		30.00
<u>01 465 362 000 Gas</u>			<u>01 463 340 000 Advertising/Marketing Total</u>			<u>130.00</u>
[10105] Columbia Gas		1/16/2017	Jan19665549 003	1/27/2017		16.75
[10105] Columbia Gas		1/16/2017	Jan19665549 004	1/27/2017		16.75
<u>01 465 366 000 12 Marylea Ave - Water</u>			<u>01 465 362 000 Gas Total</u>			<u>33.50</u>
[10336] Pennsylvania American Water		1/11/2017	Jan 1024210033864469	1/20/2017		16.11
<u>01 486 354 000 Workers Compensation</u>			<u>01 465 366 000 12 Marylea Ave - Water Total</u>			<u>16.11</u>
[10044] Amerihealth Casualty Services		1/16/2017	Brent2017-54	1/27/2017		25,159.80
<u>01 486 460 000 Meetings/Conferences</u>			<u>01 486 354 000 Workers Compensation Total</u>			<u>25,159.80</u>
[10093] Cash		1/01/2017	Brent2017-007	1/13/2017	Christmas Party	243.29
<u>01 489 420 000 Shacog Membership</u>			<u>01 486 460 000 Meetings/Conferences Total</u>			<u>243.29</u>
[10389] SHACOG		1/03/2017	Brent2017-001	1/13/2017		3,000.00
<u>01 489 421 000 Connect Membership</u>			<u>01 489 420 000 Shacog Membership Total</u>			<u>3,000.00</u>
[10467] University of Pittsburgh		1/17/2017	Brent2017-42	1/20/2017		740.00
			<u>01 489 421 000 Connect Membership Total</u>			<u>740.00</u>
					Report Total	343,553.71

Brentwood Borough

Current Encumbrances as of 1/31/2017

<u>Order</u>	<u>Date</u>	<u>#</u>	<u>Item Description</u>	<u>Vendor</u>	<u>Status</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
01 407 454 000 General Hardware								
1	1/13/2017	1	Cyber Power battery	[10128] Dep Technologies, Inc.	Open	9.00	145.00	1,305.00
Total for 01 407 454 000 General Hardware								1,305.00
01 410 750 000 Minor Purchases								
4	1/31/2017	1	Open hutch 35.25 x 13.75	[10223] Keystone Material	Open	1.00	216.50	216.50
4	1/31/2017	2	Storage cabinet with lock	[10223] Keystone Material	Open	1.00	370.30	370.30
Total for 01 410 750 000 Minor Purchases								586.80
01 451 450 000 Contracted Services								
3	1/23/2017	1	Star Wars license	[Swank] Swank Motion Pictures	Open	1.00	212.50	212.50
3	1/23/2017	2	ET license	[Swank] Swank Motion Pictures	Open	1.00	335.00	335.00
3	1/23/2017	3	shipping	[Swank] Swank Motion Pictures	Open	1.00	56.00	56.00
Total for 01 451 450 000 Contracted Services								603.50
Report Total								2,495.30

08

**SANITARY SEWER FUND
LIST OF BILLS TO BE RATIFIED &
TRANSACTION DETAILED BUDGET
REPORT**

**January 1 – January 31, 2017
\$ 482,237.04**

Brentwood Borough

A/P Distribution from 1/01/2017 to 1/31/2017

<u>Account</u>	<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>A/P Due Date</u>	<u>Description</u>	<u>A/P Owed</u>
<u>08 407 455 000 General Software/Licenses</u>						
	EMK, Inc.	1/20/2017	20161229	1/20/2017		13,128.00
						<u>13,128.00</u>
<u>08 429 372 000 O&M Plan</u>						
	Fields Contracting LLC	12/20/2016	1642	1/13/2017		4,200.82
	[10214] Jet Jack, Inc.	12/31/2016	Brent2017-004	1/13/2017		32,763.75
	[10214] Jet Jack, Inc.	12/14/2016	Brent2017-47	1/27/2017		34,094.39
			<u>08 429 372 000 O&M Plan Total</u>			<u>71,058.96</u>
<u>08 429 453 000 Contracted Services - Alcosan</u>						
	[10021] Alcosan	12/23/2016	Brent2017-003	1/13/2017		373,219.68
			<u>08 429 453 000 Contracted Services - Alcosan Total</u>			<u>373,219.68</u>
<u>08 429 454 000 Contracted Services - PNC</u>						
	[10397] Software Systems, Inc.	1/13/2017	12794	1/20/2017	December bill run	840.00
	[10043] American Water	1/01/2017	4000111191	1/27/2017		203.70
	[10043] American Water	1/13/2017	4000111994	1/27/2017	Shut offs	240.00
			<u>08 429 454 000 Contracted Services - PNC Total</u>			<u>1,283.70</u>
					Report Total	458,690.34

18

**CAPITAL IMPROVEMENT FUND
LIST OF BILLS TO BE RATIFIED &
TRANSACTION DETAILED BUDGET
REPORT**

**January 1 – January 31, 2017
\$ 45,244.38**

Brentwood Borough

A/P Distribution from 1/01/2017 to 1/31/2017

<u>Account</u>	<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>A/P Due Date</u>	<u>Description</u>	<u>A/P Owed</u>
<u>18 407 455 000 General Software/Licenses</u>						
EMK, Inc.		12/30/2016	20161229-2	1/20/2017		28,684.00
						<u>28,684.00</u>
<u>18 439 619 000 2015 Roadway Rehabilitation Projects</u>						
[10430] The Gateway Engineers, Inc.		7/29/2016	232826	1/13/2017		4,000.00
						<u>4,000.00</u>
<u>18 454 611 000 Phase Iii Construction--Misc</u>						
[10103] Cohen & Grigsby, P.C.		12/21/2016	526984	1/13/2017	November Playchak	12,560.38
						<u>12,560.38</u>
					Report Total	45,244.38

**HIGHWAY AID FUND
LIST OF BILLS TO BE RATIFIED &
TRANSACTION DETAILED BUDGET
REPORT**

**January 1 – January 31, 2017
\$ 0.00**

**EMPLOYEE PENSION FUND
LIST OF BILLS TO BE RATIFIED &
TRANSACTION DETAILED BUDGET
REPORT**

**January 1 – January 31, 2017
\$194,704.31**

**POLICE PENSION FUND
LIST OF BILLS TO BE RATIFIED &
TRANSACTION DETAILED BUDGET
REPORT**

**January 1 – January 31, 2017
\$30,879.00**

95

OPERATING RESERVE

FUND

January 1 – January 31, 2017

\$0.00



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

SUBJECT: Consider approving the agreement with Cohen & Grigsby to provide special legal services associated with the litigation filed under Allegheny County General Docket No. 16-016171 [ACTION ITEM].

DATE: February 20, 2017

PRESENTED MR. GEORGE ZBOYOVSKY, PE
BY: BOROUGH MANAGER

SUMMARY:

This item is associated with the current legal claims against Plavchak Construction. Newly appointed Solicitor Gavin Robb has reviewed the status of the case and believes that it would be prudent to retain a continuity of counsel. As such, the formerly contracted firm of Cohen & Grigsby will be retained to for matters pertaining to this specific piece of litigation.

BUDGET IMPACT:

The hourly rate for lead attorney Cliff Levine is \$290. Brian Maloney will assist at a rate of \$210 per hour. Fees would be assessed under Capital Improvement Fund Line Item 18 454 611: Phase III Park Construction.

RECOMMENDATION:

Approve the agreement as presented.

PROS:

Continues use of attorneys who are familiar with the case and have filed all previous documents associated with litigation for the same.

CONS:

Higher cost than current solicitor.

ATTACHMENTS:

Description

Cohen & Grigsby Engagement Letter

Upload Date

2/14/2017

Type

Cover Memo

Clifford B. Levine
Direct Dial 412.297.4998

clevine@cohenlaw.com
Direct Fax 412.209.1853

February 10, 2017

Via Electronic and U.S. Mail

George Zboyovsky, Manager
Brentwood Borough
Brentwood Municipal Building
3624 Brownsville Road
Brentwood, PA 15227
gboyovsky@brentwoodboro.com

Re: Legal Representation

Dear George:

You have asked us to represent Brentwood Borough in respect to construction litigation involving Plavchak Construction Co. ("Plavchak matter"), and we are pleased to do so.

It is our Firm's practice to confirm in writing the identity of any client whom we represent, the nature of our undertaking on behalf of that client and our billing and payment arrangements with respect to our legal services.

We understand that we are being engaged to act as counsel for Brentwood Borough and for no other individual or entity. You have engaged us to represent Brentwood Borough in respect to pending construction litigation involving Plavchak that is docketing in the Court of Common Pleas of Allegheny County, at G.D. No. 16-016171 ("Litigation")

Our statements for professional services will be substantially based upon the time spent by professionals who perform services on your behalf, including attorneys and, where feasible, legal assistants or other staff members operating under the supervision of attorneys. The hourly rates for those individuals are based upon their expertise and experience; those rates are periodically reviewed and adjusted. In preparing our statements for professional services, we will use modified hourly rates, reflecting a discount from our normal hourly rate. For this engagement, my hourly rate will be \$290.00. Brian Maloney will assist me in this matter. His rate will be set at \$210.00 per hour. We also will, if appropriate, use other attorneys or non-legal or paralegal assistants to assist in this matter.

In rendering our statements for professional services, we may also take into account factors other than hourly rates. Such factors may include, without limitations, the difficulty and novelty of the legal questions presented, the time schedule imposed by you or by the circumstances of the matters at issue, the tasks to be performed and the skills requisite to fulfill those responsibilities, the amounts involved and the results obtained, the nature of our professional relationship with you and our familiarity with your operations.

You will also be billed for disbursements and other charges relating to our professional services. With respect to disbursements incurred on your behalf to vendors and other third parties for incidental expenses (such as filing fees, travel expenses, expert witness fees and other out-of-pocket expenses), you will be billed at our invoiced cost. Some external expenses, typically those in excess of \$1,000, may be forwarded to you for direct payment to the vendor. With respect to internally generated charges (such as photocopying, facsimile transmissions, computer-generated research, and telephone charges), you will be billed in accordance with our standard expense schedule in effect when the charge is incurred. Where the nature of our engagement requires the retention of third parties, we will obtain your approval of such retention and will forward any statements for services and expenses from such persons directly to you for payment. A more detailed description of our billing and payment policies and procedures is set forth on the attached memorandum.

It is our Firm's practice to render statements for professional services and related charges monthly. We will expect payment to be made within thirty days after your receipt of our invoice, without regard to the consummation of any proposed transaction or the outcome of any matter unless other arrangements are made.

All bills not timely paid shall, at our option, accrue an administrative charge until paid, at twelve percent (12%) per annum. In the event that our statements are not timely paid, we reserve the right to suspend services until satisfactory payment arrangements are made or, if necessary, to terminate such services. Our clients, of course, may terminate our services at any time.

If you have any questions about our services or about the status of our engagement, please feel free to contact me at any time. Our engagement as the Borough's counsel in the Litigation, and in event leading to the Litigation, has been ongoing. However, because we are no longer serving as the Borough's solicitor in all legal matters, you requested that we enter into a formal engagement letter for this particular matter. Please note that we have retained the same hourly rates as we had as Borough Solicitor. Although we have commenced work on your behalf, we have done so with the understanding that you will compensate us at the applicable rates for professional services and disbursements incurred under our prior engagement pending execution of this letter.

George Zboyovsky, Manager

February 10, 2017

Page 3

If the foregoing is not in accordance with your understanding of our engagement in any respect, please contact me so that we may address your concerns promptly. Otherwise, please return an executed copy of your consent to the fee arrangement in the self-addressed envelope or via PDF transmittal to me at clevine@cohenlaw.com. We look forward to serving you.

Sincerely,

COHEN & GRIGSBY, P.C.

By:



Clifford B. Levine

CBL/tmb
2412548.v1

Enclosures

Cc: Dennis Troy (via electronic mail only)
John Frombach (via electronic mail only)
Brian Maloney (via electronic mail only)

The terms of the fee engagement are accepted.

Brentwood Borough

By: _____
George Zboyovsky, Manager

Date: _____

LEGAL REPRESENTATION POLICIES AND PROCEDURES

1. **Fees.** Many factors are considered in billing for our services, including the hourly billing rates of the lawyers and paralegals who work on the matter, the novelty and complexity of the issues involved and the urgency with which the services must be performed. The number of hours spent by professional personnel performing the work is the principal basis for our fees.

2. **Hourly Billing Rates.** Hourly rates are based upon the expertise and the experience of individual attorneys. Hourly billing rates are reviewed periodically and may increase during the course of our engagement on your behalf (normally once per calendar year). The current effective rates will be set forth on our invoices. If you have questions about the rates at any time, please call the attorney who is your primary contact.

3. **Disbursements.** Most engagements require certain advances on your behalf by the firm. Out-of-pocket expenses for travel, toll-calls, filing fees and similar items, and for certain administrative services such as photocopying, facsimile transmission, and computer assisted research specifically related to matters on your behalf will be identified on our statements to you. We may adjust these charges as our costs change.

4. **Billings.** Unless other arrangements have been made and specified in your engagement letter or otherwise in writing, it is our policy to render monthly statements for professional services and disbursements. Usually statements are mailed around the middle of the month following any month wherein services have been rendered and/or disbursements have been made. We expect our statements to be paid upon presentation, but payment is required in no event later than 30 days after you receive the statement. In addition to such monthly statements and payments, in the event that the matter for which we have been retained relates to a sale of or an investment in your business, a purchase by you of or an investment in another business, or any other similar significant transaction, you shall pay any and all unpaid fees and disbursements charged or incurred by us in connection with the transaction at the closing upon presentation of our closing statement of professional services and disbursements.

5. **Administrative Charge.** In the event our statements for fees and disbursements are not paid within 30 days after you receive them, we reserve the right to impose a charge at the rate of twelve (12%) percent per annum on the balance due to help defray the cost of administering delinquent accounts.

6. **Termination.** You may terminate our representation at any time. We have the same right, subject to our professional obligations.

7. **Notice of Privacy Policy.** Cohen & Grigsby is bound by professional standards of confidentiality. We retain records relating to professional services that we provide to you so that we are better able to assist you with your professional needs and, in some cases, to comply with

professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional obligations.

In the course of providing legal services to our clients, we receive significant personal financial information from our clients, including social security numbers and income, asset, and investment information. If you are a client or former client of Cohen & Grigsby, all information that we receive from you is held in strict confidence and is not released to people or organizations outside the firm, except as agreed to by you or as required under an applicable law.

8. Response to Auditors' Inquiries. In responses to any of your requests to provide information to your auditors, our policy is to comply with the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information regarding the scope and content of such responses (the "Statement of Policy"). We have no obligation to respond to such requests except in accordance with the terms of the Statement of Policy. We reserve the right to charge, at our standard hourly rates, for time incurred in responding to such requests, as well as to impose an administrative charge for preparation of the response.

9. Termination of Engagement. Unless previously terminated, our engagement will terminate upon our sending you our final statement for the specific services you have engaged us to perform as described above. If you later wish to engage us to perform, and we agree to perform, further or additional services, the lawyer/client relationship will be re-established, subject to these and any supplemental terms on which we may agree at that time. The fact that we might inform you from time to time of developments in the law which might be of interest to you, by newsletter or otherwise, will not re-establish a lawyer/client relationship that has terminated. In this regard, we assume no obligation to inform you of any developments in the law unless we have been specifically engaged by you in writing to do so.

10. Files; Retention of Records. Our policy is to deliver to the client, upon request and upon our receipt of payment for any outstanding fees and expenses, all documents and property the client has provided to us as well as documents and other materials that have been prepared as part of the representation of the client. We exclude from the documents and materials which we agree to return to you our internal memoranda and records, attorney notes, electronic mail messages that have not been placed in the file, drafts of documents that are not intended for external distribution and similar lawyer working materials, and memoranda that relate to staffing or law office administration. We reserve the right to make a copy of all documents and materials that you request be provided to you, and you agree to pay our standard copying charges for doing so. At the conclusion of the engagement, we will send a letter notifying you of any client materials that remain in our possession. At that time, you will be given the opportunity to request return of the materials as provided above. Thereafter, we will retain our own files pertaining to this engagement in accordance with our document storage and retention policy and our professional obligations. At the expiration of the retention period, we reserve the right to use our discretion to dispose of any materials that pertain to our representation of you without further notice to you.

11. Work Product and Intellectual Property. All intellectual property and other know-how developed by us in connection with this engagement, including subject matter expertise, whether or not preserved in written or electronic form, may be retained by us and used in connection with engagements on behalf of other clients, so long as no confidential information specifically relating to you is thereby disclosed.

12. Client Responsibilities. You agree to keep us informed of all developments relating to the matter of this engagement, provide documents and other information in a timely manner and to read documents that we send to you for signature carefully so that you thoroughly understand them. If you have any question whatsoever, you should address it with us right away. You agree to notify us promptly in writing of any address change (even following the completion of the engagement). A mailing sent to the last address of which you have informed us will be considered adequate notice to you.

* * * *

Any questions you may have regarding the firm's billing or administrative policies and procedures or the nature and extent of our undertaking on your behalf should be directed to the attorney who is your primary contact.



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

SUBJECT: Consider Resolution No. 2017-16: Authorizing the Borough of Brentwood to Submit Application for Traffic Signal Approval to the Pennsylvania Department of Transportation [ACTION ITEM]

DATE: February 20, 2017

PRESENTED MR. GEORGE ZBOYOVSKY, PE
BY: BOROUGH MANAGER

SUMMARY:

This item is associated with the ARLE grant award for the Brownsville Rd/Willock Road intersection signal improvements. Although the junction is already governed by a stop light, because the Borough is making significant modifications, a new signal permit will be required. As part of the application process, PennDOT requires the municipal to adopt a resolution designating the appropriate officials to submit and execute requisite documents.

BUDGET IMPACT:

NA

RECOMMENDATION:

Adopt Resolution No. 2017-16 as presented.

ATTACHMENTS:

Description

Resolution No. 2017-16: PennDOT Traffic Signal Approval

Upload Date

2/13/2017

Type

Cover Memo



THE BOROUGH OF BRENTWOOD

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

RESOLUTION NO. 2017-16

A RESOLUTION OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA AUTHORIZING THE BOROUGH OF BRENTWOOD TO SUBMIT APPLICATION TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL APPROVAL

BE IT RESOLVED by the authority of the Council of the Borough of Brentwood, Allegheny County, and it is hereby **RESOLVED** by the authority of the same, that George Zboyovsky, P.E., Borough Manager of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky, PE
Borough Manager

John Frombach
President of Council

I George Zboyovsky, PE, Borough Manager of the Borough of Brentwood, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Council of the Borough of Brentwood held on the 20th day of February, 2017.

DATE: _____

Signature and designation of official title



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

SUBJECT: Consider approving the Work Authorization from Gateway Engineers Associated with Borough of Brentwood Flow Isolation Study Project in the Amount of \$35,000 to be paid from the Sanitary Sewer Fund Line Item 08-429-313 - Engineering Services [ACTION ITEM]

DATE: February 20, 2017

PRESENTED BY: MR. VITALI ALEXANDROV
ASSISTANT PUBLIC WORKS DIRECTOR

SUMMARY:

ALCOSAN acknowledged the Borough's request for this organization to consider taking over additional sewer segments as part of the regionalization effort. Gateway is reviewing the requirements of flow isolation and the Source Reduction Study as is required as part of the Consent Order. The purpose of the flow isolation is to identify areas within the Borough where significant amounts of groundwater is infiltrating into the sanitary sewer.

BUDGET IMPACT:

08 429-313 Engineering Services

2017 Budget = \$115,000.00

RECOMMENDATION:

Borough Staff Recommends approving this Work Authorization.

PROS:

This project will improve the borough's infrastructure.

CONS:

Unknown future construction 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

Work Authorization

Upload Date

2/16/2017

Type

Cover Memo

February 15, 2017

Project Name: Borough of Brentwood Flow Isolation Study and Report**Project Number:** C-40094-1710**Project Location:** Borough of Brentwood– Various Locations**Work to be Performed**

As directed by the Borough of Brentwood, Gateway shall assist in the completion of a flow isolation study and report for portions of the Borough as per the Phase I Interim Consent Order and Agreement.

Fee Schedule

The above Work to be Performed will be billed on a time and materials basis. Invoicing for the project will occur monthly in accordance with the hourly rate schedule, which will be in effect through the end of calendar year 2017. Gateway shall provide timely status reports regarding the progress of the work.

Our fees will not exceed \$35,000 without submitting and receiving another signed work authorization prior to continuing our work.

Michael S. Glister, P.E.
Project Manager

Aaron L. Richardson, PMP
Principal-In-Charge

Acceptance

I/We, the undersigned, accept this proposal as outlined above as well as the General Terms and Conditions, which are attached hereto and incorporated herein as a part of this agreement.

Company Borough of Brentwood

Signature _____

Print Name _____

Date _____

Contact Number _____

Upon acceptance and
completion of this form,
return the signed proposal.

RETURN

A FULL-SERVICE CIVIL ENGINEERING FIRM



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

SUBJECT: FYI- Public hearing for a conditional use permit to be held on February 27th.

DATE: February 20, 2017

PRESENTED MR. RALPH COSTA
BY: BUILDING CODE OFFICIAL

SUMMARY:

At its January 19th meeting, the Brentwood Planning Commission reviewed a request for a conditional use permit. The owner-occupant of 330 Marylea Avenue is seeking authorization for a home occupation business. The board recommended approving the permit for this nail salon subject to four conditions, which pertaining to parking, signage, hours of operation, and screening the business from neighboring properties.

BUDGET IMPACT:

The public hearing fee of \$500 will offset advertising and court reporter expenses.

ATTACHMENTS:

Description	Upload Date	Type
1-17-19 Planning Commission Minutes	2/14/2017	Cover Memo

Brentwood Planning Commission Meeting

Thursday, January 19, 2017

Ms. Liotus read roll call.

Members present:

Mr. Miller

Mrs. Wirth

Ms. Liotus

Mr. Housely

Mr. Kenny

Members absent:

Mr. Frombach

Mr. Cranmer

Also Present:

Ralph Costa, Brentwood Building Code Official

Ms. Liotus motioned to approve minutes. Mrs. Wirth seconded. All members approved, except Mr. Miller, who abstained since he is a new member.

Case No. 2017-01

Mr. Toan Ho, 330 Marlea Avenue, introduced himself and stated he does have a nail salon business in his house, but he has no sign, and he is not advertising for business. He has no employees and is only open for a few hours per day. His is requesting a home occupation permit.

The follow members of the public provided commentary:

Mr. Dejan Ubiparip, 335 Marylaea Avenue:

Stated that Mr. Ho has a lighted sign in the window during his operating hours. Believes that additional employees are working at the property and entering through the basement. Multiple vehicles parking in the lot between 1AM and 3AM.

Expressed concern regarding permitting business operations in a residential area. A Brownsville Road location would be more appropriate for a salon. Chemicals are being used, and these are not good for the environment. Appropriate ventilation system needs to be installed so as to not harm children. Stated that she knows that Mr. Ho runs a clean facility but does not think that the business belongs in his home.

Dennis Troy, 3822 Brownsville Road:

Spoke in favor of Mr. Ho's contributions to the community. Stated that he has known the family for many years and that the business has been in operation for approximately 5 years. No customers have ever been on site before 8AM or after midnight. Rarely sees many cars in the driveway. During the day, the property may look busy because many children are playing in the yard.

Jessica Eichler, address not provided:

Stated that she has been a customer since the business was located on Rt. 51 in 2011. Never observed any problems with the neighbors.

Kathy Wirth, 3610 Shadewell Avenue:

Lives right behind this property. Concerned that, if permit is granted, his customer base will grow. This could create issues with traffic. Mr. Housley stated that his growth prospects are limited because he is not permitted to hire any outside employees. Mr. Housely continued by stated that the board can recommend physical barriers, such as shrubs, to insulate surrounding properties.

Stephanie Fox , 3930 Dalewood Street:

Stated that she is a frequent customer at the business. Property has a driveway that can accommodate at least 4 cars. Facility is clean and customers are not disruptive.

Mr. Ho further explained by stating that he never serves more than 2 customers at a time. Driveway is always kept clear.

Mr. Housely explained the role of the Planning Commission in the conditional use process. Board can recommend methods for reducing impact on neighborhood. However, conditions cannot require

significant disruption or expense. Mr. Housely recognized that the board received a letter from Janine Delsignore at 324 Marylea Avenue requesting a privacy fence between driveways. The board does not have the authority to grant a variance from the Zoning Code. Also stated that the home occupation permit does not allow anyone other than the occupants to work at the business.

Ralph Costa will be required to do a formal inspection before an occupancy permit is granted. He will review ventilation requirements at such point. Mr. Miller also asked Mr. Costa to verify that a business license is on file with the county.

Sandy Edwards, 213 Olancho Ave, currently at 11 E. Willock Rd. Has known Mr. Ho for 2 years. He was very good to my family after the fire at my house. Has never observed any parking issues. Has also never noticed any chemical smells in the neighborhood. Runs a clean establishment and never serves more than 3 customers at a time.

Mr. Housely asked the board for input regarding permit conditions. Stated that no more than two customers should be on site at any time. This should eliminate any parking concerns, since there are 4 slots in the driveway. Mrs. Wirth clarified that, even if additional family members are working, the 2 customer limit cannot be increased. Mr. Housley reiterated that outside employees are prohibited.

Mr. Housley also stated that hours of operation should be limited. Consensus that 8AM to 8PM are reasonable hours. Also prohibited installation of any signage.

Mr. Housley said that a physical barrier should be placed along the driveway. Mr. Ho stated that he would be willing to install a split rail fence or a hedge row.

Mrs. Wirth asked about lighting considerations for when the business is open after dusk. Mr. Costa to review during occupancy inspection.

Mr. Housley made the formal motion to recommend approval of the home occupation permit subject to the following conditions:

- No more than 2 patron vehicle may be on the property at any time. Autos must be stored in the rear portion of the driveway.
- Hours of operation are limited to 8AM to 8PM.
- No permanent or temporary signs may be displayed.
- A split rail fence or shrubbery must be placed at least adjacent to the turnaround portion of the driveway.

Mr. Miller seconded. All members approved.

Mr. Housely stated that this request must next be reviewed by Council.

Case No. 2017:02

Mr. Housley explained that the request pertains to a lot line revision at Brentwood Park. Recommended approving the plan contingent on some minor changes to the plan layout. Must be subject to administrative review.

Motion by Mr. Housley. Seconded by Mr. Miller. All members approved.

Appointment of Officers

Mrs. Wirth made a motion to nominate Mr. Housely as Chairman.
Frank Kenny seconded. All members approved

Mr. Housely made a motion to nominate Mrs. Wirth as Co-Chairperson.
Ms. Liotus seconded. All members approved.

Mr. Housely made a motion to nominate Ms. Liotus as Secretary.
Mrs. Wirth seconded. All members approved.

Meeting adjourned.



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

SUBJECT: Consider adopting Resolution 2017-17, reappointing Charles Kannair to the Rental Board of Appeal [ACTION ITEM].

DATE: February 20, 2017

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

SUMMARY:

This item is associated with maintenance of a full complement of members for the Rental Property Board of Appeal. Chapter 163 of the Borough Code allows for the appointment of three alternate members. While the homeowner and tenant alternate positions have not yet been filed, Charles Kannair, the owner of a single family rental unit, has served as the alternate landlord since the inception of the board. Mr. Kannair has expressed interest in continuing service. Although meetings of the Rental Board are expected to occur highly infrequently, it is critical that, if a meeting were to occur, a full quorum is present.

BUDGET IMPACT:

No impact.

RECOMMENDATION:

Adopt Resolution No. 2017-17 as presented.

ATTACHMENTS:

Description

Resolution No. 2017-17: Reappointment of C. Kannair as Rental Board Alternate

Upload Date

2/7/2017

Type

Cover Memo



THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD

PITTSBURGH, PA 15227-3199

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

www.brentwoodboro.com

RESOLUTION NO. 2017-17

"RENTAL PROPERTY BOARD OF APPEAL ALTERNATE MEMBER REAPPOINTMENT"

A RESOLUTION OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA, REAPPOINTING CHARLES KANNAIR TO FILL A FOUR-YEAR TERM AS AN ALTERNATE MEMBER OF THE BRENTWOOD BOROUGH RENTAL BOARD OF APPEAL WHICH EXPIRES DECEMBER 31, 2020.

WHEREAS, Chapter 163 of the Brentwood Borough Code establishes a Rental Property Board of Appeal; and

WHEREAS, there is a current need to fill an expired term on the Brentwood Borough Rental Property Board of Appeal; and

WHEREAS, *Charles Kannair*, an owner of a residential rental property within the Borough, has expressed interest in continuing service as an alternate member of the Brentwood Borough Rental Property Board of Appeal; and

NOW, THEREFORE, BE IT RESOLVED AND ADOPTED by the Council of the Borough of Brentwood, County of Allegheny and Commonwealth of Pennsylvania, and it is hereby **RESOLVED and ADOPTED** by authority of the same, that *Charles Kannair* be reappointed to fill a four-year term as an alternate member of the Brentwood Borough Rental Property Board of Appeal, which term expires December 31, 2020.

RESOLVED AND ADOPTED by the Council of the Borough of Brentwood, County of Allegheny and Commonwealth of Pennsylvania, meeting in regular and public session, this 20th day of February 2017.

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky, PE
Borough Manager

John Frombach
President of Council





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

SUBJECT: Consider adopting Resolution 2017-18, approving the inter-municipal liquor license transfer for 3601 Saw Mill Run Boulevard [ACTION ITEM].

DATE: February 20, 2017

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

SUMMARY:

This item is associated with the request by Giant Eagle Inc. to transfer a liquor license into the Borough for use at its Get Go store. As is required by state law, a public hearing was held on January 23rd. The Liquor Code requires Council to render a formal decision on the request by ordinance or resolution within 45 days of receipt of the application.

BUDGET IMPACT:

NA

ATTACHMENTS:

Description	Upload Date	Type
Resolution No. 2017-18: Liquor License Transfer	2/14/2017	Cover Memo
1-23-17 Public Hearing Minutes	2/14/2017	Cover Memo



THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD

PITTSBURGH, PA 15227-3199

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

www.brentwoodboro.com

RESOLUTION NO. 2017-18

A RESOLUTION OF THE BOROUGH OF BRENTWOOD COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROVING THE TRANSFER OF RESTAURANT LIQUOR LICENSE NO. R-12368 INTO BRENTWOOD BOROUGH FROM UPPER ST. CLAIR TOWNSHIP

WHEREAS, Act 141 of 2000 ("the Act") authorizes the Pennsylvania Liquor Control Board to approve, in certain instances, the transfer of liquor licenses across municipal boundaries within the same county regardless of the quota limitations provided for in Section 461 of the Liquor Code if, as in Brentwood Borough, sales of liquor, wine and malt or brewed beverages are legal in the municipality receiving the license; and

WHEREAS, the Act requires the applicant to obtain from the receiving municipality a resolution approving the inter-municipal transfer of the liquor license prior to an applicant's submission of an application to the Pennsylvania Liquor Control Board; and

WHEREAS, the Liquor Code stipulates that, prior to adoption of a resolution by the receiving municipality, at least one hearing shall be held for the purpose of permitting individuals residing within the municipality to make comments and recommendations regarding applicant's intent to transfer a liquor license into the receiving municipality; and

WHEREAS, an application for transfer filed under the Act must contain a copy of the resolution adopted by the municipality approving the transfer of the liquor license into the municipality.

NOW, THEREFORE, BE IT RESOLVED, that Giant Eagle, Inc., has requested the approval of the Brentwood Borough Council for the proposed transfer of Pennsylvania Restaurant Liquor License No. R-12368 by Giant Eagle, Inc., to restaurant facilities within Brentwood Borough to be located at 3601 Sawmill Blvd., Brentwood Borough, Allegheny County, Pittsburgh, Pennsylvania 15227; from SEGMON, LLC, 1600 Painters Run Road, Upper St. Clair Township, Pittsburgh, PA 15243 with the understanding that said transfer must be approved at a later date by the Pennsylvania Liquor Control Board; and

BE IT FURTHER RESOLVED, that Brentwood Borough Council has held a properly advertised public hearing pursuant to the notice provisions of Section 102 of the Liquor Code to receive comments on the proposed liquor license transfer; and

BE IT FURTHER RESOLVED, that the Brentwood Borough Council approves, by adoption of this Resolution, the proposed inter-municipal transfer of Restaurant Liquor License No. R-12368 into Brentwood Borough by Giant Eagle, Inc.; and

BE IT FURTHER RESOLVED, that transfers, designations and assignments of licenses hereunder are subject to approval by the Pennsylvania Liquor Control Board.

Duly adopted this **20th** day of **February**, 2017, by the Council of the Borough of Brentwood, Allegheny County, Pennsylvania, in lawful session duly assembled.

BRENTWOOD BOROUGH COUNCIL:



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AUDIO TRANSCRIPTION OF

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BRENTWOOD COUNCIL MEETING

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AGENDA ITEMS MEETING - RE: GIANT EAGLE

9

JANUARY 23, 2017

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7:00 P.M.

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19

20 Job No. 133801

21 Pages: 1-39

22 Transcribed by: Annette M. Montalvo, CSR, RDR, CRR

1 APPEARANCES:

2

3 COUNCIL MEMBERS:

4 Pat Carnevale

5 Stephanie Fox

6 AJ Doyle

7 Harold Smith

8 Rich Schubert

9 Robert Pasquantonio, Ph.D.

10 Mayor Dennis Troy

11

12

13 WITNESSES/PRESENTERS:

14 Paul A. Namey, Flaherty & O'Hara

15 Dani Kazienko, Giant Eagle Corporate Counsel

16

17

18 ALSO PRESENT:

19 Nate LeMaster, Digital Reporter

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22

Transcript of Public Hearing
Conducted on January 23, 2017

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1 (WHEREUPON, the following was transcribed
2 from an audio recording, to wit:)

3 MR. SCHUBERT: I am Rich Schubert, and I am
4 vice president of the council. Mr. Frombach usually
5 is the council president, and he can't make it
6 tonight, so bear with me as I muddle through this.

7 Tonight, there's a special presentation, and
8 so I would like to call to order this meeting here,
9 Monday, January 23, 2017 public hearing. Tonight we
10 will hear testimony pertaining to a proposed
11 inter-municipal liquor license transfer.

12 If we could all stand for the Pledge of
13 Allegiance. And, Mr. Mayor, if you would start us
14 off.

15 (Pledge of allegiance recited.)

16 MR. SCHUBERT: Can we have roll call,
17 please, Eric.

18 UNIDENTIFIED SPEAKER: Mr. Carnevale?

19 MR. CARNEVALE: Here.

20 UNIDENTIFIED SPEAKER: Ms. Fox?

21 Mr. Doyle?

22 MR. DOYLE: Here.

Transcript of Public Hearing
Conducted on January 23, 2017

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1 UNIDENTIFIED SPEAKER: Mr. Smith?

2 MR. SMITH: Here.

3 UNIDENTIFIED SPEAKER: Mr. Schubert?

4 MR. SCHUBERT: Here.

5 UNIDENTIFIED SPEAKER: Dr. Pasquantonio?

6 DR. PASQUANTONIO: Here.

7 UNIDENTIFIED SPEAKER: Mr. Frombach?

8 Mayor Troy?

9 MAYOR TROY: Here.

10 UNIDENTIFIED SPEAKER: Solicitor Ron?

11 SOLICITOR RON: Here.

12 UNIDENTIFIED SPEAKER: Manager Vias

13 (phonetic)?

14 MANAGER VIAS: Here.

15 MR. SCHUBERT: Thank you very much.

16 Would all individuals wishing to give
17 testimony tonight please rise and be sworn in by the
18 court reporter.

19 (WHEREUPON, the witnesses were duly
20 sworn.)

21 MR. SCHUBERT: Thank you all.

22 Presentation of agenda items. Tonight's --

1 and I am just reading verbatim, so bear with me.
2 Tonight's agenda item pertains to a proposal of
3 Giant Eagle, Inc., to sell alcoholic beverages at
4 its GetGo store in Brentwood borough.

5 Following a brief staff report and a
6 presentation by the applicant, I will ask any
7 individual who wishes to speak in favor of the
8 proposal to take the floor. Subsequently, I will
9 also ask any individual who wishes to speak in
10 opposition to the proposal to take the floor as
11 well.

12 Once an agenda item is closed, we will not
13 return to it. As a courtesy, please limit your
14 comments to three minutes. If you are a part of a
15 group, assign one person to serve as a spokesperson
16 for that group. I also ask the public to refrain
17 from making comments while another person is
18 addressing the council. Thank you in advance for
19 your cooperation.

20 We will now hear the staff report from the
21 assistant manager, Eric Pecan (phonetic).

22 MR. PECAN: Thank you, Mr. Schubert.

1 The borough received correspondence from the
2 applicant's counsel in November 2016. The operators
3 of the GetGo store are seeking to obtain a
4 restaurant liquor license, which will permit the
5 sale of beer, wine, and malt beverages for both on
6 premises consumption and as a carryout purchase.

7 Local businesses have utilized all of the
8 liquor licenses that were allotted to Brentwood in
9 accordance with its population. As such, Giant
10 Eagle is proposing to transfer an inactive liquor
11 license from Upper St. Clair township into the
12 municipality. The applicant has also submitted a
13 site rendering, which shows the projected locations
14 of seating, serving, and storage areas. And that
15 was attached in the council packet.

16 UNIDENTIFIED SPEAKER: Now, would the
17 applicant please take the floor and review its
18 proposal. And please state your name.

19 MR. NAMEY: Good evening, ladies and
20 gentlemen. My name is Paul Namey from the law firm
21 of Flaherty & O'Hara. The corporate address is 610
22 Smithfield Street, Suite 300, Pittsburgh, PA. With

1 me is Dani Kazienko. She's the senior corporate
2 counsel at Giant Eagle.

3 As the assistant manager said, we are here
4 tonight on behalf of Giant Eagle, Inc., to formally
5 request that Brentwood borough approve a resolution
6 permitting the inter-municipal transfer of a
7 restaurant liquor license from Upper St. Clair.
8 That's pursuant to Section 461-B-3 of the liquor
9 code.

10 Generally, Section 461-B-3 permits the
11 Pennsylvania liquor control board to approve the
12 transfer of the license from any municipality within
13 a county to a different municipality within that
14 same county so long as the receiving municipality
15 issues a resolution approving that transfer.

16 But even beyond the typical transfer
17 provisions and regulations, we are here tonight
18 because of recent historic changes to the liquor
19 code, changes that modernize the distribution and
20 purchase of alcohol in Pennsylvania, and, finally,
21 gets the state more in line with the rest of the
22 country in regards to sale channels for beer and for

1 wine.

2 Notably, for our purposes here, the change
3 is known as Act 39 of 2016. They codified the
4 PLCB's interpretation of various sections of the
5 liquor code, which allow stores, such as GetGo, that
6 sell liquid fuels to obtain a liquor license so long
7 as the sale of liquid fuels do not occur from the
8 area of the store that's licensed as a restaurant.
9 Act 39 also permits restaurant liquor licenses to
10 obtain a permit to sell up to four bottles of wine
11 to go for customers for take out.

12 And when enacting these provisions and other
13 significant changes to the liquor code, our General
14 Assembly made it very clear their intent in these
15 changes. In the preamble to Act 39, they gave four
16 specific reasons for this law change. The first
17 reason is to permit private industry to offer
18 additional products for sale. The second reason is
19 to ensure that the value of liquor licenses held by
20 small businesses do not get devalued by providing
21 the opportunity to expand operations and sale. The
22 third reason is to provide for the operation of a

1 retail system that promotes competition and
2 convenience. And, fourth, is to establish a system
3 to contribute to the overall fiscal stability of
4 Pennsylvania.

5 And further on in this preamble, the General
6 Assembly states that these four elements are
7 essential to the welfare, health, peace and morals
8 of the citizens of Pennsylvania. And I am not sure
9 if you are aware of the health, welfare, peace and
10 morals language, but that's in Section 104-A of the
11 liquor code, and it's the overarching goal of the
12 liquor code. And so any provision within the liquor
13 code is to set forth that goal.

14 So make no mistake now, Pennsylvania is
15 still a control state for liquor, but for beer and
16 for wine, the legislature was very clear that the
17 intent is to promote free trade, free commerce, and
18 competition.

19 So with that in mind, I would like to take
20 just a few minutes to present background and
21 operational info on Giant Eagle. Giant Eagle is a
22 local Pittsburgh company.

1 UNIDENTIFIED SPEAKER: Can I interrupt you
2 for just a second?

3 MR. NAMEY: Yes, sir.

4 UNIDENTIFIED SPEAKER: Mr. Pecan, you had
5 mentioned that (inaudible). It's in this package.
6 Okay.

7 Thank you very much. I apologize.

8 MR. NAMEY: No. That's fine.

9 So Giant Eagle is a local Pittsburgh
10 company. It started as Eagle Grocery. But then in
11 1936, the first Giant Eagle was opened. When you
12 fast forward to today, it now operates more than 400
13 retail locations across five states, and employs
14 more than 36,000 people, making it one of the
15 largest privately owned family operated companies in
16 the country.

17 Its GetGo concept has a similar humble
18 beginning. In 2001, Giant Eagle began offering gas
19 as a perk along with their grocery sales. So this
20 was initially developed as a tie in to their grocery
21 stores, but Giant Eagle saw GetGo as an opportunity
22 to be a separate business, separate and apart from

1 their Giant Eagle grocery stores. And with this
2 vision, this concept has exploded to 190 stand-alone
3 and at site GetGo locations.

4 Now, the purpose of the history lesson is
5 that Giant Eagle has worked for nearly a century to
6 build its reputation and presence, and it wouldn't
7 jeopardize it's standing in the community by selling
8 beer and wine in an irresponsible manner.

9 The company's growth has come from doing
10 three things very well: delivering value, being
11 responsible (inaudible) community member, and
12 understanding market trends, and adapting to the
13 changing market places, but doing so in a safe and
14 customer friendly manner. It did this with alcohol
15 sales in its grocery store cafes, which has been
16 very popular and successful with its customers, and
17 it's doing so again with its GetGo location.

18 In general, with GetGo, Giant Eagle has
19 pivoted away from the traditional gas station
20 grocery store model, where all you get is discounted
21 fuel and automotive products. Now you still get the
22 fuel perks and you still get the automotive supply,

1 but GetGo locations have evolved to focus mainly on
2 its food service operation and have turned into
3 quick service restaurants with the product quality
4 that exceeds other restaurants at a similar price
5 point.

6 Now, the food operations at this location
7 will remain the same. The order's placed -- you
8 still place orders on touch screens from GetGo's
9 menu. Those orders are still made freshly prepared
10 every day for breakfast, lunch, and for dinner.
11 Some menu examples include subs, breakfast
12 sandwiches, burgers, and wraps. There's going to be
13 a little bit of a renovation to the seating area.
14 The liquor code requires that you have at least 30
15 seats to qualify for restaurant licensees. So the
16 location will now have 30 seats. All on premises
17 consumption will be limited to that seating area,
18 and there's a self-imposed two drink limit and a
19 food purchase requirement for such consumption.

20 And, importantly, as required by Act 39,
21 there is a clear delineation between the licensed
22 premises and any gasoline sales. If I can direct

1 your attention, if you have the floor plan in front
2 of you, to where the cash register will be located.
3 It is the farthest left register closest to the
4 southern door. That register will be designated as
5 the beer and wine sale register.

6 UNIDENTIFIED SPEAKER: I don't know where
7 that (inaudible) --

8 MR. NAMEY: So at the front of the floor
9 plan, there will be -- the bottom of the floor plan.

10 UNIDENTIFIED SPEAKER: Is that south?

11 MR. NAMEY: That's south. Right when you
12 walk through that door, just to the right, that is a
13 register counter. The register counter is not there
14 right now, but after this renovation, that's where
15 it will be placed. And the register closest to that
16 door, that will be designated as the beer and wine
17 register. The other two registers will be for
18 gasoline sales or for bulk food items.

19 So any gasoline sales not occurring at the
20 pump will take place at those two other registers.
21 And beer and wine SKUs will not scan at those two
22 other registers. So beer and wine SKUs must be

1 placed on the one register that will be designated.
2 Beer will be sold for on premises consumption and to
3 go. Wine will be sold only to go.

4 The product will be displayed in coolers.
5 If you look at the far left of the floor plan, you
6 are looking straight on the far left, there is a
7 bunch of coolers on that side. In the rear coolers,
8 there will be beer sales, and, also, just to the
9 immediate right of that, there is a 12-foot long
10 beer cooler display. That will be a prominent beer
11 display. Just in front of that, there is warm
12 shelving for beer. And then on end caps of each one
13 of those aisles, the wine -- that has yet to be
14 determined, but the wine will be placed on one of
15 those -- one of those end caps.

16 Beer will be sold up to 192 fluid ounces per
17 transaction. Wine is sold up to 3,000 milliliters
18 per transaction. So 192 fluid ounces, I think
19 everybody in PA knows the law, two six packs, one
20 twelve pack. Normal bottle of wine is 750
21 milliliters, so that's four bottles of wine.

22 This GetGo will offer a wide variety of

1 product, but the focus will be on craft beer and a
2 nicely curated selection of popular wine sites.

3 This GetGo location is a 24/7 location. The
4 beer sale shall occur from 7:00 a.m. to 2:00 a.m.,
5 Monday through Sunday -- or, I'm sorry, Monday
6 through Saturday, and from 9:00 a.m. to 2:00 a.m. on
7 Sunday. As required by the law, wine sales stop at
8 11 p.m. every day. In conjunction with these hours
9 of operation, every GetGo has policies and
10 procedures to ensure responsible sales. These
11 policies include 100 percent carding policy. Any
12 patron who wants to purchase alcohol will be
13 required to produce a valid photo ID. Related to
14 that, the store utilizes electronic scan devices
15 that read the strip or the bar code on the back of
16 the ID. That confirms the validity of the ID and
17 that the purchaser is over 21 years of age. Another
18 safeguard is that this location, it will be RAMP
19 certified. RAMP is the liquor board responsible
20 alcohol service and sales training program. It is a
21 five-step program, and that must be completed to
22 become RAMP certified. That includes the restaurant

1 manager being trained, that includes all alcohol
2 service personnel being trained, and that includes
3 the posting of certain RAMP signage. This training
4 has been proven effective by third party studies who
5 studied RAMP to reduce incidents of sales to minors
6 and visibly intoxicated person.

7 And, lastly, as a firm, we are fortunate to
8 work with a lot of large corporate clients. And
9 GetGo locations have, without question, a top tier
10 security program. The same program that they use at
11 their Giant Eagle grocery store location, there are
12 security cameras that cover the entire property,
13 notably the beer and wine display area, the point of
14 sale, and all access points. These cameras are
15 monitored by on site security and loss prevention
16 personnel.

17 Store associates and managers are trained
18 internally to actively monitor the store and monitor
19 the seating area. And, lastly, employees perform
20 staggered perimeter checks throughout the day, which
21 are an effective means of preventing any outdoor
22 consumption or any possible pass-offs to intoxicated

1 persons or to minors.

2 These are the same operational safeguards in
3 place at the 47 other Giant Eagle locations licensed
4 in PA, which have been approved by the liquor board
5 and other municipalities for the sale of beer and
6 for wine, and they have been incredibly effective in
7 the application we had to fill out recently, and it
8 shows that cumulatively these 47 locations have a
9 total of three citations, which is an extraordinary
10 compliance record, especially with convenient stores
11 or gas stores are so heavily scrutinized by the
12 Bureau of Liquor Control Enforcement right now, and
13 they, as Dani I am sure can attest to, they've had a
14 lot of compliance checks, and they've passed with
15 flying colors.

16 Giant Eagle understands the privilege and
17 responsibility of selling alcohol in the community.
18 And it has been a market leader for bringing
19 convenience and customer of choice to consumers, but
20 doing so in a responsible and safe way. That will
21 continue at its location here in Brentwood.

22 So I thank you for your time this evening,

1 and I would be happy to answer any questions.

2 Yes, sir?

3 UNIDENTIFIED SPEAKER: So, from what I see
4 here, and I am not sure if I should be addressing
5 yourself or your coworker tonight, but it looks like
6 the whole makeup of the store is going to change
7 then, right? Because it doesn't look like -- it
8 looks like all this area from when you come on in,
9 these are all beer coolers, then the soda is going
10 to be out, right?

11 MR. NAMEY: Correct.

12 MS. KAZIENKO: It's going to be out, it is
13 just going to be reconfigured.

14 MR. NAMEY: She has an overlay.

15 UNIDENTIFIED SPEAKER: This one is very
16 difficult to read.

17 MS. KAZIENKO: This one --

18 UNIDENTIFIED SPEAKER: Doesn't have a dash
19 above it.

20 MS. KAZIENKO: No. (Inaudible) unlicensed.
21 This shows (inaudible).

22 UNIDENTIFIED SPEAKER: Okay.

1 MS. KAZIENKO: That is what is proposed. So
2 you will see like (inaudible).

3 UNIDENTIFIED SPEAKER: There's only two ways
4 in and out.

5 MS. KAZIENKO: (Inaudible).

6 UNIDENTIFIED SPEAKER: Over here, that's all
7 talking and everything. So there's a (inaudible).

8 UNIDENTIFIED SPEAKER: This is all going to
9 be alcohol, which is now Starbucks and so forth.

10 MS. KAZIENKO: (Inaudible). Not all alcohol
11 (inaudible). It's going to be -- (inaudible).

12 UNIDENTIFIED SPEAKER: Going to be the same
13 location.

14 MS. KAZIENKO: Register over to the --

15 UNIDENTIFIED SPEAKER: Register over to the
16 other side. The register stays right there. These
17 two registers there. As you walk in and pay for
18 that --

19 UNIDENTIFIED SPEAKER: (Inaudible).

20 MS. KAZIENKO: Not going to change.
21 (Inaudible).

22 UNIDENTIFIED SPEAKER: You're still looking

1 at all the potato chips and snacks.

2 UNIDENTIFIED SPEAKER: (Inaudible) registers
3 are over here.

4 MS. KAZIENKO: Right now (inaudible).

5 UNIDENTIFIED SPEAKER: Because there's a
6 transcript being made --

7 UNIDENTIFIED SPEAKER: We are going to have
8 one conversation at a time, he's trying to make a --

9 UNIDENTIFIED SPEAKER: If you can introduce
10 yourselves, state your name, maybe just explain what
11 you are telling the council vice president here.

12 MS. KAZIENKO: My name is Dani Kazienko. I
13 am senior corporate counsel, real estate, for Giant
14 Eagle.

15 So what I was explaining was that he has the
16 drawing that shows the overlay, we are going to
17 leave that with you tonight, that shows what's
18 existing versus what's proposed. And what we are
19 proposing is what we are offering really isn't going
20 to change very much. We are just really
21 reconfiguring the layout to have some additional
22 area for the alcohol sales, but, right now, for

1 example, if we have four rows of the same bags of
2 chips, maybe we will have only three rows, and we
3 will just have to replenish more often. We do daily
4 deliveries to all of our GetGo locations. So we
5 don't anticipate that the offering is going to
6 change dramatically.

7 UNIDENTIFIED SPEAKER: (Inaudible).

8 Building or anything --

9 MS. KAZIENKO: No. No additions, nothing
10 like that. We are just changing the seating area to
11 accommodate the 30 seats that are required by the
12 PLCB.

13 UNIDENTIFIED SPEAKER: Will the store have
14 to close?

15 MS. KAZIENKO: No. We are not planning on
16 closing.

17 MR. NAMEY: The reason for the
18 reconfiguration is that just like in grocery stores,
19 you have to have a separation of what the PLCB
20 considers grocery products, which is bulk food
21 items, from where your licensed premises is. And so
22 when we initially sent you the floor plan with the

1 dashes, et cetera, that's what we had as a firm, but
2 that's actually what we submit to the liquor board
3 because you need to show the separation between the
4 licensed premises and the unlicensed portions of the
5 store.

6 So it is just like a grocery store with a
7 cafe, and then the grocery store with an interior
8 connection to it, we are just on a bit of a smaller
9 scale. So when you --

10 UNIDENTIFIED SPEAKER: License means what,
11 that it is going to be considered the alcohol
12 portion?

13 MR. NAMEY: Correct.

14 UNIDENTIFIED SPEAKER: So the cooking area
15 and the storage areas, all considered licensing?

16 MR. NAMEY: Correct.

17 UNIDENTIFIED SPEAKER: Okay. I guess it is
18 turning into like 90 percent licensed because of the
19 way the alcohol has to come in --

20 MR. NAMEY: Correct.

21 UNIDENTIFIED SPEAKER: -- and be
22 distributed, right?

1 MR. NAMEY: Yes.

2 UNIDENTIFIED SPEAKER: Any part that touches
3 liquor has to be considered --

4 MR. NAMEY: Yes.

5 MS. KAZIENKO: And the important part is
6 that the restaurant, all the food service areas are
7 part of the restaurant, so it is licensed.

8 MR. NAMEY: And the liquor code previously
9 required that you had two separate entrance for your
10 restaurant and then for your unlicensed portion.
11 And then the most recent passage of the law, Act 39,
12 they got rid of that requirement. But the way the
13 store is set up, we have two entrances, and so we
14 have just kind of configured it to be able to still
15 have an area where you can walk from unlicensed and
16 never have to cross licensed area. But a lot of it
17 is, you know, legal for the liquor board, but it is
18 important for them to be able to delineate the
19 unlicensed from the licensed area, particularly
20 because the Bureau of Liquor Control Enforcement has
21 the constitutional right to search the licensed area
22 at any time. They do not need a warrant.

1 UNIDENTIFIED SPEAKER: So even though this
2 is licensed versus unlicensed, there's no barriers
3 between, correct?

4 MR. NAMEY: Correct.

5 UNIDENTIFIED SPEAKER: So anyone can go in
6 and still by pop, and it doesn't matter what
7 entrance they go to?

8 MR. NAMEY: No.

9 UNIDENTIFIED SPEAKER: But, technically, if
10 you are in -- if you go in the other entrance, you
11 could still go in and buy something, too, right, at
12 the liquor lines?

13 MR. NAMEY: Yes.

14 UNIDENTIFIED SPEAKER: It is just more of a
15 technicality?

16 MR. NAMEY: Yes.

17 UNIDENTIFIED SPEAKER: Those are the only
18 questions I have. If anyone wants to look at this
19 drawing that's going to stay with us, you can look
20 now or look at it at some other time. No action is
21 going to be taken tonight, correct?

22 MS. KAZIENKO: I have (inaudible) both the

1 proposed and the existing are on top of each other.
2 This one shows the proposed and this one shows the
3 existing.

4 UNIDENTIFIED SPEAKER: Okay. Thank you.

5 UNIDENTIFIED SPEAKER: Does anybody -- well,
6 keep in mind, you have to make sure --

7 UNIDENTIFIED SPEAKER: I will get it later.

8 MS. KAZIENKO: They are marked. They are
9 marked.

10 UNIDENTIFIED SPEAKER: Oh, okay. Does
11 anyone on the council have any other comments to
12 make to these fine people?

13 UNIDENTIFIED SPEAKER: It seems to me, when
14 you go into this, there's only two ways or one
15 ways -- two ways to get to the rest rooms.

16 MR. NAMEY: Yes.

17 UNIDENTIFIED SPEAKER: So this store here,
18 you come in this way, and then you have to walk
19 through everything over here and come around and
20 come in the back way. Can you get into the back way
21 this, into them? This is a walkway here, isn't it?

22 MS. KAZIENKO: It might be an employee only

1 entrance.

2 UNIDENTIFIED SPEAKER: Yeah, it is employee
3 only.

4 UNIDENTIFIED SPEAKER: No, these are the
5 restrooms. There's a walkway (inaudible).

6 MS. KAZIENKO: No, that's -- this door goes
7 into the employee only area.

8 UNIDENTIFIED SPEAKER: Okay. In other
9 words, everybody that can walk up can get into the
10 bathroom the same way.

11 MS. KAZIENKO: Same way that it exists
12 currently. The rest rooms are behind --

13 UNIDENTIFIED SPEAKER: This is behind. This
14 is where you sell the cigarettes and everything.

15 MS. KAZIENKO: Rest rooms, that is changing.

16 UNIDENTIFIED SPEAKER: That's up to you.
17 That ain't up to me. I always thought there were 31
18 seats in a bar. When we owned a bar, we had to have
19 31 seats.

20 MS. KAZIENKO: 31.

21 UNIDENTIFIED SPEAKER: 30. Yeah. You only
22 got 30.

1 MS. KAZIENKO: The requirement, I think, has
2 always been 30.

3 UNIDENTIFIED SPEAKER: Just in case you guys
4 weren't --

5 UNIDENTIFIED SPEAKER: Yeah. You got all
6 the seats.

7 MS. KAZIENKO: Yes. And then in here.

8 UNIDENTIFIED SPEAKER: 2, 4, 6, 8, 10, 12,
9 14, 16 seats there.

10 MS. KAZIENKO: And then there's a counter
11 across the right.

12 UNIDENTIFIED SPEAKER: Looking out the
13 window.

14 UNIDENTIFIED SPEAKER: Now --

15 MR. NAMEY: Yes, sir.

16 UNIDENTIFIED SPEAKER: -- am I correct in
17 thinking that each individual can only buy two
18 drinks when they come in?

19 MS. KAZIENKO: For on premises.

20 UNIDENTIFIED SPEAKER: To consume on
21 premises.

22 UNIDENTIFIED SPEAKER: Right.

1 MR. NAMEY: For off premises, it is two six
2 packs, one twelve pack, or up to four bottles of
3 wine to go.

4 UNIDENTIFIED SPEAKER: Oh, okay. Just like
5 in a bar.

6 MR. NAMEY: Yes. Same privileges of any
7 other restaurant licensee, but we just limit the
8 amount that you actually consume on site.

9 UNIDENTIFIED SPEAKER: Any other questions?

10 Then I will move on to public comment. At
11 this time, we would like to invite any member in the
12 audience who wishes to speak in favor of approving
13 the request for the inter-municipal liquor license
14 transfer to take the floor. Please limit your
15 comments to three minutes, please.

16 So, surveying the crowd, no one seems to be
17 coming up. We will move onto the second part. At
18 this time, I would invite any member of the audience
19 who wishes to speak against approving the request
20 for the inter-municipal liquor license transfer to
21 take the floor at this point.

22 If you could state your name and your

1 address, please.

2 UNIDENTIFIED SPEAKER: My name is Bob
3 (inaudible). 36 Chambel Avenue (phonetic). And --

4 UNIDENTIFIED SPEAKER: Can you say your name
5 and address again.

6 PUBLIC COMMENTER: Bob Worth, 3610 Chambel
7 Avenue.

8 I'm directly behind GetGo. Okay, I go to
9 GetGo all the time, okay. There's three tables in
10 there now, and they hardly fit in there. I can't
11 see how you could have enough room for 30 people to
12 fit in there. And GetGo is crazy as it is. It's
13 crazy all the time. Cars, people, kids, and, you
14 know, garbage spewed all over the place.

15 I just can't see how they could have a bar
16 there. I don't -- I understand everything's gone
17 towards having beer and liquor in these places. It
18 is going to happen no matter what we do. Having a
19 bar in there, I don't think there's any reason.
20 Brentwood is not short on bars, if anything. So I
21 don't see a reason to have an additional liquor
22 license from somewhere else. I mean, if you can get

1 one from Brentwood, you know, maybe. But why bring
2 in one from somewhere else, make it even more bars.
3 Like I say, we are packed to the gills with bars in
4 Brentwood.

5 UNIDENTIFIED SPEAKER: I thank you for your
6 comment. The only thing I would think is I don't
7 think it is going to be a traditional bar like you
8 may --

9 PUBLIC COMMENTER: Well, they are saying it
10 is going to be open from 8:00 to 12:00, or 2:00,
11 every day. I thought --

12 UNIDENTIFIED SPEAKER: A traditional bar is
13 where you can buy, you know, unlimited amount of
14 drinks and consume them there.

15 PUBLIC COMMENTER: Yeah, but --

16 UNIDENTIFIED SPEAKER: And there's a bar and
17 there's --

18 PUBLIC COMMENTER: Yeah, I understand that.

19 UNIDENTIFIED SPEAKER: Okay. I just want to
20 make sure you understand what they are proposing.

21 PUBLIC COMMENTER: I understand. But the
22 idea is, like I say, that place is a zoo all the

1 time. And it is going to be -- it will become even
2 worse at night because it is open 24 hours a day,
3 and people will come in there trying to buy beer at
4 all times. And like I say, I just can't see how the
5 people can fit in there, first of all, and 30
6 people. And, like I say, it will be that much more
7 trash thrown around, things like that. I have
8 complained up here about trash, but nothing has ever
9 happened. And then there's kids -- the kids hang
10 out behind GetGo every so often, drugs, people
11 getting shot, you know, just small things. But it
12 could get a lot worse, I would say, with people
13 drinking down there.

14 Like I say, if you take the beer out, leave,
15 that's fine. I don't see any problem with that.
16 That's about all I have to say.

17 UNIDENTIFIED SPEAKER: All right. Thank
18 you.

19 MS. KAZIENKO: Can I make some additional
20 comments to allay some concerns?

21 UNIDENTIFIED SPEAKER: Please come up.

22 MS. KAZIENKO: So we are not going to be a

1 traditional bar. We only serve for on premises
2 consumption because the Supreme Court of
3 Pennsylvania said that we are required to, to
4 operate under a liquor license. That's why we
5 self-imposed the two beer minimum -- or, two beer
6 maximum. We are not going to sell any hard spirits,
7 liquor, or wine for on premises consumption.

8 And we take our responsibility to be the
9 corporate citizen very seriously. So if there's
10 trash and things like that the seem to be coming
11 from the GetGo, please contact us, and we will do
12 our best to take care of it.

13 UNIDENTIFIED SPEAKER: I think the gentleman
14 is more concerned for the increase of it. You know,
15 he lives behind there, so there might be additional
16 noise. But, you know, you operate the current Giant
17 Eagle in this manner, from what I understand. Can
18 people drink there?

19 MS. KAZIENKO: Yes.

20 UNIDENTIFIED SPEAKER: I think only until
21 8:00 at night.

22 UNIDENTIFIED SPEAKER: I see. Because they

1 are only open for so long.

2 UNIDENTIFIED SPEAKER: I am not sure how
3 that works out.

4 UNIDENTIFIED SPEAKER: Is that going to
5 change? Is that liquor license going to change at
6 the regular Giant Eagle?

7 MS. KAZIENKO: No. They actually can stay
8 open later if they so chose, but they have elected
9 to close earlier, as do almost all of the Giant
10 Eagles.

11 UNIDENTIFIED FEMALE SPEAKER: I can't recall
12 ever seeing anybody drinking there. It's never
13 crowded.

14 MS. KAZIENKO: Right. We --

15 UNIDENTIFIED FEMALE SPEAKER: I mean, in
16 that area, I can see it is not over packed in that
17 area.

18 MS. KAZIENKO: So in any of our GetGo
19 locations, the only way to drink on premises, so we
20 don't advertise it, there's no -- you have to know
21 that you can drink on premises there, and what --
22 the way to drink there is to get a single serve

1 bottle of beer and take it to the counter, and the
2 cashier has an opener. And there's no additional
3 seating area or bar area where there's a bartender
4 or anything like that. It is really designed to be
5 for take out, carry out beer and wine.

6 UNIDENTIFIED SPEAKER: And the GetGo is
7 going to be like that as well, is that what you are
8 saying?

9 MS. KAZIENKO: Yes. That's exactly what the
10 GetGo is designed to be, exactly like that.

11 UNIDENTIFIED SPEAKER: At the bar you can
12 consume food at the same time?

13 MS. KAZIENKO: Yes. If you drink -- if you
14 are going to have alcohol for on premises
15 consumption, they are required that you purchase a
16 food item as well.

17 UNIDENTIFIED SPEAKER: How does that work?
18 I mean, does it have to be one of the (inaudible)
19 ones or can someone buy a bag of chips?

20 MS. KAZIENKO: At least a bag of chips. I
21 mean, it can be more, you know.

22 UNIDENTIFIED SPEAKER: I am just curious,

1 that's all.

2 MS. KAZIENKO: I mean, yes, it can be
3 something less than a full, you know, sub or salad
4 or something like that.

5 UNIDENTIFIED SPEAKER: Okay.

6 UNIDENTIFIED SPEAKER: Do you have that same
7 policy in all of your locations, or is this --

8 MS. KAZIENKO: We have that same policy at
9 all of our GetGo locations. Our market strict
10 locations are a little bit different. Our Giant
11 Eagles have a variety of policy, depending on what
12 our offering is there.

13 UNIDENTIFIED FEMALE SPEAKER: See, I think
14 this concept, I love it, because I am a busy mom.
15 And by the time I am done running and running, it is
16 after 8:00 or 9:00, and everything's closed, and I
17 don't want to run into the bar with my kids. So for
18 convenience factor for busy moms, I like it. I will
19 use it.

20 UNIDENTIFIED FEMALE SPEAKER: Me, too.

21 MR. NAMEY: I'd just like to throw a few
22 statistics for the record, for crime and convenience

1 stores.

2 People, when they think of convenience
3 stores, they think of robberies or other violent
4 crimes. But, really, FBI statistics show that less
5 than 5 percent of violent crimes, robberies, occur
6 at convenient store locations. That number is even
7 less for stores that sell gas because three main
8 reasons. Better lit for the gas pumps, security
9 cameras, namely, for the gas pumps, but we use
10 security cameras to cover the entire property. And
11 there's more personnel because there's requirements,
12 law requirements that you have certain people
13 watching the pumps, certain people watching other
14 parts of the store.

15 And so, I mean, if you think about crime, 43
16 percent of violent crime occurs on the street, 17
17 percent occurs at the home. So I think it is a bit
18 of a misnomer that an increase in crime or
19 convenient stores are a hot bed for criminal
20 activity.

21 And the gentleman talked about increase in
22 patronage. We have seen at our other locations,

1 really hasn't been an increase of people frequenting
2 the store. It has been used as a convenience for
3 people who actually shop at the store. So foot
4 traffic really has not increased. And store
5 profitability has, those kind of numbers, but the
6 actual number of patrons entering the store has
7 stayed pretty stagnant. Thank you very much.

8 UNIDENTIFIED SPEAKER: Thank you.

9 All right. Any other audience member would
10 like to speak against this proposal?

11 Seeing none, then the agenda item is now
12 closed for discussion. This concludes the
13 January 23, 2017 public hearing. Please note that
14 the council will not take any official action
15 regarding this proposal tonight. The council will
16 now recess to prepare for it -- I don't know if we
17 have to recess, right? We will probably just start
18 our regular council meeting now (inaudible).

19 I just wanted to thank all parties who came
20 to speak in favor and against the GetGo and their
21 continued efforts to add convenience to the area.

22 Thank you very much.

1 UNIDENTIFIED SPEAKER: Thank you.

2 UNIDENTIFIED SPEAKER: Thank you for your
3 time.

4 UNIDENTIFIED SPEAKER: Thank you.

5 UNIDENTIFIED SPEAKER: Thank you.

6 (WHEREUPON, the audio recording ends.)

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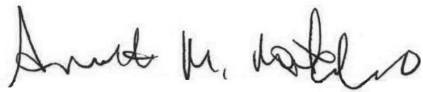
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CERTIFICATE OF TRANSCRIBER

I, Annette M. Montalvo, do hereby certify
that the foregoing transcript is a true and correct
record of the recorded proceedings; that said
proceedings were transcribed to the best of my
ability from the audio recording as provided; and
that I am neither counsel for, related to, nor
employed by any of the parties to this case and have
no interest, financial or otherwise, in its outcome.



Annette M. Montalvo, CSR, RDR, CRR



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

SUBJECT: Consider approving the revised Brentwood Park site plan. [ACTION ITEM]

DATE: February 20, 2017

PRESENTED MR. GEORGE ZBOYOVSKY, PE
BY: BOROUGH MANAGER

SUMMARY:

While reviewing closeout documentation for the Brentwood Park grants, a surveying error was noted on the site plan for this facility. This document inaccurately displayed the location of the boundary between this parcel and the Brentwood VFC property. A new survey was not completed at the time of site plan generation, but rather this document was created using existing data. As such, the error appears to date from the subdivision of the VFC property. The Gateway Engineers has altered the plan and presented to the Planning Commission, which recommended approval at its January 19th meeting. The board asked Gateway to review for administrative completeness before submitting to be recorded.

BUDGET IMPACT:

Engineering fees and some legal fees to record.

RECOMMENDATION:

Approve the site plan as presented.



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 12.e.

SUBJECT: FYI - Zoning and Ordinance Committee Meeting

DATE: February 20, 2017



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

SUBJECT: Consider authorizing the purchase of ball field mix from New Enterprise Stone & Lime Co. in the amount of \$9,321.60 to be paid from the Capital Improvement Fund Line Item 18-454-700. [ACTION ITEM]

DATE: February 20, 2017

PRESENTED MR. JAMES ATTANUCCI
BY: PARKS AND RECREATION DIRECTOR

SUMMARY:

This is associated with the Borough's Improvements to Kaiser Field (Field 4)
This type of ball field mix is only available from New Enterprise Stone & Lime Co. as it is natural product that is mined.
This is the same ball field mix currently used on the other ball fields in Brentwood Park.

BUDGET IMPACT:

\$9,321.60 Ball Field Mix-New Enterprise Stone & Lime Co. Line Item 18-454-700
\$8,140.24 Kaiser Field Improvements-Athletic Fields Pro Line Item 18-454-700
\$5,000.00 Donation from Brentwood Athletic Assoc. Line Item 18-387-110

Borough Cost for Project \$12,461.84

RECOMMENDATION:

Based on the quality of the infield mix for playing performance and maintenance I also recommend the purchase of ball field mix from New Enterprise Stone & Lime Co.

PROS:

These improvements to Kaiser Field (Field 4) will provide for a superior playing surface which will reduce cancellations and rescheduling of games for Brentwood High School, Community Organizations and the general public
This will also reduce the prep time for the DPW after inclement weather.

CONS:

None

STRATEGIC GOALS APPLIED:

Strategic Goal 10: Improve Conditions of Infrastructure.

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

Strategic Goal 11: Establish More Benefits of Residency

ATTACHMENTS:

Description	Upload Date	Type
Ball Field Mix Quote	2/19/2017	Cover Memo



New Enterprise Stone & Lime Co., Inc.

P O Box 2009
Chambersburg PA 17201
Phone: (717) 267-2244 Fax: (717) 267- 2521
<http://www.nesl.com>

QUOTATION

Quote: 1000117110
Quote Date: 2/16/2017
Expire Date: 12/31/2017

Bill To:

94227 Brentwood Boro
3624 Brownsville Rd
Pittsburgh, PA 15227

Contact:
Phone:
Fax:
Email:

Ship To:

Contact:
Phone:

P.O.# 2017

Quote 2017
Description :

Sales Rep : James C. Zimmerman
Office: 717-267-5961
Cell: 717-729-2723

Comments/ Delivery Instructions

PRODUCT DESCRIPTION AND SOURCE LOCATION	QUANTITY	UNITS	UNIT PRICE FOB PLANT	FREIGHT RATE UNIT	UNIT PRICE DELIVERED
Mt Cydonia I Aggregates (717) 352-3588					
280176 SAND, BALLFIELD MIX	160	Tons	25.00	33.26	58.26

- MINIMUM HAUL IS EQUAL TO 23 TONS.
- HAUL RATES AND HOURLY RATES SUBJECT TO FUEL SURCHARGE. SURCHARGE IS CALCULATED FROM A BASE INDEX OF \$3.30 PER GALLON. EACH \$0.05 INCREASE IN THE DIESEL FUEL INDEX WILL RESULT IN A .5% FUEL SURCHARGE APPLIED TO THE HAUL RATE. WWW.NESL.COM <<http://WWW.NESL.COM>>.
- AGGREGATE DELIVERIES THAT REQUIRE MORE THAN 20 MINUTES TO UNLOAD AT THE JOBSITE WILL RESULT IN THE ADDITIONAL TIME BEING CHARGED AT \$85.00 PER HOUR.
- DELIVERY TRUCKS ARE TO MOVE UNDER THEIR OWN POWER WHILE AT THE JOBSITE.
- CONTRACTOR ASSUMES RESPONSIBILITY OF OBTAINING PERMISSION FOR TRAVEL ON BONDED AND/OR WEIGHT LIMITED ROADS.
- PRICES GOOD THRU 2017.

Terms: **Terms and Conditions Attached**

Accepted by: _____

Date: _____

NEW ENTERPRISE STONE & LIME COMPANY, INC.¹

TERMS AND CONDITIONS OF SALE

1) **AGREEMENT:**

- a) All quotations become our billing price to you under the terms and conditions herein. Acceptance of NESL's quotation is expressly limited to the Terms and Conditions attached to and set forth on the face of the quotation. All terms and conditions proposed by the Buyer that are different from or in addition to the quotation or these Terms and Conditions are expressly rejected by NESL and are not part of the contract.
- b) This quotation and these Terms and Conditions shall be deemed to be accepted by Buyer and to become a contract upon receipt by NESL of a Buyer's signature affixed to a copy of the quotation; or by shipment of any materials called for herein by NESL to Buyer.
- c) Orders must be placed in writing, in sufficient time to permit production planning and to schedule delivery of materials. NESL requests a minimum of one week's notice for orders less than 1,000 tons, and proportionally more time for larger orders.

2) **PRICES:**

- a) This quotation is effective for thirty (30) days, unless extended in writing by NESL. Prices are contingent on sales at estimated quantity listed.
- b) Prices shall cover shipments made only during NESL's normal operating season of the year and normal business hours, winter and cold weather shipments being subject to extra charge, and are made at the risk of the Buyer as to freezing. All sales are subject to stock on hand.
- c) Material prices quoted are subject to component increases by, and/or availability as allocated by suppliers.

3) **TAXES:**

- a) In addition to the prices quoted herein, the Buyer shall pay any applicable sales or use taxes.

4) **TERMS:**

- a) Unless otherwise specified herein, terms are net cash, thirty (30) days from date of NESL's invoice date. Past due invoices are subject to finance charges of 1.5% per month, corresponding to an 18% annual percentage rate.

5) **PERFORMANCE:**

- a) NESL shall not be liable for delays in manufacturing and delivery caused by fire, strikes, lockouts, differences with workmen, accidents, war, insurrection, inability to secure transportation equipment, fuel, or other material, government interference, or regulation, delays in transportation, or contingencies beyond our control.
- b) With regard to product or material sold by the NESL, provided the NESL is notified within ten (10) days from date of delivery, if said product is judged to be defective in material or workmanship, NESL may repair or replace it, at NESL's discretion; but the full measure of the NESL's liability shall be a maximum of the purchase price paid or due NESL for said product. IN NO EVENT shall NESL be liable for labor or consequential damages.

6) **TRUCK SHIPMENTS:**

- a) Delivery prices named herein are for truck delivery, and are for full truck load lots, and are based on present truck rates, our scale weights, and tariffs to govern.
- b) When deliveries are made to places other than on paved streets, the Buyer must provide access by trucks to the point of delivery under its own power. NESL reserves the right to stop deliveries in the event such access is not provided. If the Buyer orders deliveries beyond the curb line, the Buyer assumes all liability for all claims, damages and expenses to sidewalks, driveways, roads or other property and/or personal injury and agrees to defend and indemnify the NESL against all liability and expenses regardless of whether caused in part by NESL. With regard to any claims against NESL, Buyer agrees to waive any immunity or limitation for contribution or indemnification pursuant to any workers' compensation law or other similar law.
- c) Buyer agrees to pay any and all costs for repairs necessitated by damage to NESL's trucks and /or equipment resulting from any cause whatsoever during the process of delivery on the works site, other than negligence on the part of NESL's employee or mechanical failure of NESL's equipment.
- d) NESL will make a concerted effort to deliver each day, materials in the quantities requested, but cannot be held liable for failure to do so, given business contingencies, including the availability of independent drivers.
- e) Minimum load charges, waiting time charges, tailgate spread and spreader dumped charges, etc. will be borne by the Buyer.
- f) All prices and hauling rates are subject to fuel surcharge, and/or availability as allocated by suppliers.

7) **CUSTOMER ARRANGED PICKUP (CAP):**

- a) If Buyer does not arrange delivery by NESL, then all products are sold CAP. Buyer is solely responsible for transporting products from NESL. NESL is not responsible for vehicle damage, including damage arising from loading/transporting product. Buyer assumes all liability for all claims, damages, and expenses, including personal injuries arising from the loading/transporting of the products and agrees to defend and indemnify NESL against all liabilities and expenses, regardless of whether caused in part by NESL. With regard to any claims against NESL, Buyer agrees to waive any immunity or limitation for contribution or indemnification pursuant to any workers' compensation law or other similar law.

8) **DEFAULT OF BUYER:**

- a) All quotations are subject to the Buyer's establishment of satisfactory credit relations. On default in payment on the terms of this contract, or any contract between Buyer and NESL, NESL at its option, may cancel the unfilled portion of this contract, and all sums owing from Buyer to NESL shall forthwith at NESL's option become due or to become due from Buyer to NESL.
- b) The exercise of any of its rights under this contract shall not bar NESL from exercising its rights under applicable lien laws. The Buyer hereby agrees to pay all costs incurred, including a reasonable attorney's fee, in connection with Buyer's default hereunder.

9) **SPECIFICATIONS:**

- a) Buyer must notify quarry and plant personnel prior to loading that Department of Transportation (DOT) certifications are required.
- b) All materials furnished to Buyer for DOT use are guaranteed to meet their specifications, and are subject to inspection and acceptance at the loading point only.

10) **INDEMNIFICATION:**

- a) NESL will indemnify and provide insurance for claims for damages to the extent and in the proportion that it is determined that such damages are found to have resulted from NESL's negligence in the performance of its work.

¹ New Enterprise Stone & Lime Company, Inc. (NESL) includes businesses trading under the names: Buffalo Crushed Stone; Burkholder Paving; Eastern Industries, Inc.; Martin Limestone, Inc.; Martin Minerals; New Holland Concrete; Valley Quarries, Inc. (Rev. 6/9/2014)



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

SUBJECT: Consider contracting with Athletic Fields Pro for the work on Kaiser Field in the amount of \$8,140.24 to be paid from the Capital Improvement Fund Line Item 18-454-700. [ACTION ITEM]

DATE: February 20, 2017

PRESENTED MR. JAMES ATTANUCCI
BY: PARKS AND RECREATION DIRECTOR

SUMMARY:

This is associated with the Borough's Improvements to Kaiser Field (Field 4).

The two quotes I received are attached. Weeks ago I requested an additional quote from an experienced company however to date they have not looked at the field or provided a quote.

Vitale Alexandrov contacted and received quotes from an excavator and Roto Rooter. Their quotes were \$14,873 and \$19,700 but did not include the Field Mix requested. They have been asked for a revised quote with a revised scope of work. We will also need to know if they have rehabilitated other ball fields.

Athletic Fields Pro is a leader in ball field renovations and improvements.
Athletic Fields Pro is the company that did the work on Tepsic Field (Field 3)

Athletic Fields Pro's quote met the complete scope of work that was requested.

Vance Landscaping's quote did not meet the requested scope of work.
The quote includes grading however it did not include laser grading which is crucial to the project. Did not include supplying and installing 3 ton of field conditioner. Does not include additional base holders.
Verbally could not provide a start date.

BUDGET IMPACT:

\$9,321.60 Ball Field Mix-New Enterprise Stone & Lime Co. Line Item 18-454-700
\$8,140.24 Kaiser Field Improvements-Athletic Fields Pro Line Item 18-454-700
\$5,000.00 Donation from Brentwood Athletic Assoc. Line Item 18-387-110

Borough Cost for Project \$12,461.84

RECOMMENDATION:

Based on the services provided and our first hand knowledge and our experience with Athletic Fields Pro for the work performed on Tepsic Field. I recommend contracting with Athletic Fields Pro for improvements to Kaiser Field (Field 4).

PROS:

These improvements to Kaiser Field (Field 4) will provide for a superior playing surface which will reduce cancellations and rescheduling of games for Brentwood High School, Community Organizations and the general public
This will also reduce the prep time for the DPW after inclement weather.

CONS:

None

STRATEGIC GOALS APPLIED:

Strategic Goal 10: Improve Conditions of Infrastructure.

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

Strategic Goal 11: Establish More Benefits of Residency

ATTACHMENTS:

Description	Upload Date	Type
Athletic Fields Pro Quote	2/19/2017	Cover Memo
Vance Landsacaping Quote	2/19/2017	Cover Memo



ATHLETIC FIELD PROS

Athletic Field Quote

CUSTOMER: Brentwood Borough
CONTACT: Jim Attanucci
ADDRESS: 3624 Brownsville Road Pittsburgh PA 15227
PROJECT: Field 4 Renovation no infield mix
DATE: 1-31-17

ATTN: Jim Attanucci
PHONE: 412-969-7535
EMAIL: jattanucci@brentwoodboro.com
FAX: N/A
PROJECT NUMBER: BRENO3-20170131-Field 4 reno-1

APPROX. AREA AFFECTED: 17900 SF

SCOPE OF WORK: Mobilize to site

Prepare existing surface to receive infield mix
Remove existing lip at Infield Radius of 3 foot or less and define turf edges
Laser Grade utilizing a dual plane laser controlled system to provide positive surface drainage, compact and finish drag.
Apply 6-7 loads of existing infield mix as provided by Brentwood Borough
Apply and incorporate 3 Tons 50/50 conditioner and finish drag
Repair mound install packing clays.
Repair batters box utilizing packing clays
Install two 24" removable pitching stanchions, one at 60'6", one at 54'; Install one 24" removable pitching rubber.
Install two sets of 1.5" base stanchions 80' and 90'; Install one new set of Pro Hollywood bases.
Install one 1.5" stanchion mount home plate.
Clean up and mobilize from site

Material: \$ 2,096.73

Labor: \$ 6,043.51

TOTAL: \$ 8,140.24

NOTES: Dry conditions must be present for traction of equipment
Credit terms to be established prior to service
Quote valid for 45 days
Quote based on conditions at time of assessment. Additional charges may apply if field conditions have changed

Signature: _____

Date: _____

VANCE'S LANDSCAPE SUPPLY, INC.
6978 BIG BEAVER BLVD.
BEAVER FALLS, PA 15010
(724) 846-3484
PA #030521

CLIENT: BRENTWOOD BOROUGH

DATE: 2/6/2017

SCOPE OF WORK: BRENTWOOD HIGH SCHOOL FIELD

- » REBUILD PITCHERS MOUND USING CLAY BRICK AND LOOSE CLAY,
INSTALL NEW PITCHING RUBBER AND 54' REMOVABLE STANCHION. \$ 1,350.00
- » INSTALL NEW HOME PLATE AND REBUILD BATTERS AND CATCHERS
BOX WITH CLAY. \$ 1,200.00
- » INSTALL BASE PEGS AND BASES AT 90' \$ 650.00
- » DEFINE INFIELD ARC AT 95' RADIUS, STRIP SOD, AND DISPOSE ON SITE.
REMOVE APPROX. 4500 SQ. FT. OF SOD ON OUTSIDE OF FOUL
LINES AND DISPOSE OF ON SITE.
PREPARE INFIELD TO RECEIVE NEW MATERIAL. INSTALL CUSTOMER
SUPPLIED MATERIAL, GRADE MATERIAL ONTO FIELD, FINISH DRAG.

LABOR \$ 5,850.00

NOTES:

LABOR/MACHINE TIME IS CONTINGENT UPON MATERIAL BEING DUMPED ON FIELD OR CLOSE BY.
BOROUGH TO ASSIST IN HAULING ONTO FIELD IF NEEDED.
DRY CONDITIONS MUST BE PRESENT AT TIME OF PROJECT COMPLETION.

AUTHORIZED SIGNATURE: *JIM VANCE*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

IF PROPOSAL IS ACCEPTABLE, PLEASE SIGN, DATE AND MAIL BACK TO THE ABOVE ADDRESS, FAX TO 330-457-9266, OR EMAIL TO: vancesoffice@yahoo.com.

ACCEPTED BY: _____ DATE: _____

PLEASE NOTE! ANY ESTIMATED START DATE IS PROVIDED AS A COURTESY. DELAYS IN PROJECT START DATES DUE TO POOR WEATHER CONDITIONS OR OTHER CIRCUMSTANCES BEYOND OUR CONTROL ARE POSSIBLE AND SHOULD BE EXPECTED AND TAKEN INTO CONSIDERATION.



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 13.c.

**SUBJECT: Consider Adopting Resolution No. 2017-19, Revisions to Facility Rental Policy
[DISCUSSION AND/OR ACTION]**

DATE: February 20, 2017

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

SUMMARY:

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

Revisions include the following:

§ 155-2 Definitions.

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

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

§ 155-6 Borough Swimming Pool

A. Hours of operation.

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

Daily 11:00 am* to 8:00 pm

July 4th 1:00 pm to 6:00 pm

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

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

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

This update is designed to ensure that operation of the pool does not interfere with the busy July 4th holiday. Hourly will be reduced for this date only. All other operating times are proposed to remain the same.

D. Compliance with rules and regulations.

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

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

clothes). While in the water, the parent or responsible person must remain within arm's reach of the child; this stipulation is also applicable to the kiddie pool.

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

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

A. Park Lighting Guidelines

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

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

Spring Hours - April 1 to Memorial Day

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

Summer Hours - June 1 to Labor Day

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

Fall Hours – Labor Day to Thanksgiving Day

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

Winter Hours – Thanksgiving Day to March 31st

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

-

Track Lighting

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

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

Winter Hours – Day After Thanksgiving Day to March 31

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

Football Field Lighting

- **By Permit Only**

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

§ 155-11 Stadium

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

§ 155-12 Dek Hockey Rink

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

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

BUDGET IMPACT:

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

RECOMMENDATION:

Adopt Resolution No. 2017-19 as presented.

PROS:

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

CONS:

None

STRATEGIC GOALS APPLIED:

Strategic Goal 8: Improve Communication with Community Organizations.

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

Strategic Goal 11: Establish More Benefits of Residency

ATTACHMENTS:

Description	Upload Date	Type
02-20-17 Resolution No. 2017-19 Amendments to Facility Rental Policy Working Copy	2/20/2017	Cover Memo
Park Lighting Summary	2/20/2017	Cover Memo



BOROUGH OF BRENTWOOD

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

“BOROUGH FACILITY RENTAL POLICY”

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

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

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

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

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

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

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

CHAPTER 155

Parks and Recreation Facility Rental Policy

§ 155-1 Purpose and Objective.

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

Comment [JA1]: Need Resolution Number

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§ 155-2 **Definitions.**

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

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

§ 155-3 General Rules and Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

LL. Cleaning Policy/Procedures

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

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

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

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

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

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

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

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

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

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

§ 155-4 Borough Non-For-Profit Organizations

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

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

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

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

§ 155-6 Borough Swimming Pool

A. Hours of operation.

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

Sunday & Holidays:	11:00 am* to 8:00 pm	July 4th 1:00 pm to 6:00 pm
Weekdays:	11:00 am* to 8:00 pm	
Adult Swim:	11:00 am* to 12:00 pm	
Open to All Ages:	12:00 pm to 8:00 pm	
Guard Safety Swim:	3:00 pm to 3:15 pm	

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

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Pool Hours while Brentwood School District is in session:

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

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

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

B. Fees

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

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

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

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

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

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

C. Pool Party Rentals

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

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

Weekdays: 8:00 pm to 10:00 pm

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

D. Compliance with rules and regulations.

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

1. Pool passes must be presented and scanned upon entry to the pool.
2. Appropriate attire must be worn both by patrons in the pool and on the deck. Patrons with religious concerns regarding modesty may wear garments that provide full-body coverage provided that they are clean and that they do not pose a swimming hazard.
3. No running or horseplay is permitted in or around the pool.
4. No refunds will be given due to inclement weather.
5. The decision of the lifeguard is FINAL.
6. Deep water test: 2 minute water tread --- 50 yard front crawl (2 laps).
7. Absolutely NO alcoholic beverages are permitted.

8. Persons who appear to be under the influence of alcohol or narcotics will be denied admission.
9. The use of profanity is prohibited.
10. Candy, food or beverages are not allowed except in designated areas provided for eating and drinking. Chewing gum is not permitted in the facility at any time.
11. Glass containers are prohibited.
12. Smoking is strictly prohibited.
13. Littering is strictly prohibited.
14. Flotation devices (water wings), snorkels, and masks are not permitted unless used as part of an organized class or activity. These devices must contain the U.S. Coast Guard seal of approval.
15. Toys, balls, and other items shall only be permitted in the Pool Area at the discretion of the lifeguards.
16. The use of sunscreen is encouraged.
17. Patrons who leave the pool area are required to shower before reentering the water.
18. Persons with open cuts, open sores, or bandages are not permitted in the pool. Report any injuries to a lifeguard immediately.
19. It is prohibited to engage any on-duty lifeguard in unnecessary conversation.
20. Spitting, spouting, or nose-blowing in the pool is strictly prohibited
21. Children under the age of 7 must be accompanied by a parent or other responsible person at all times, including while on deck or in the restroom. This parent or guardian must be dressed in appropriate swim attire (no street clothes). While in the water, the parent or responsible person must remain within arm's reach of the child; this stipulation is also applicable to the kiddie pool.
22. Children who are not toilet-trained are only allowed in the pool area if they wear a swimsuit diaper or plastic pants. Cloth or disposable diapers are not acceptable garments.
23. The Borough shall not be responsible for items that are lost or stolen.
24. Emergency procedures must be observed. Swimmers must leave the pool area immediately upon the signal of the Pool Manager.
25. A patron may be verbally warned for the first offense; the patron will be asked to leave the pool facility if a second offense occurs.

§ 155-7 Borough Park and Fields

A. Hours of Operation

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

B. Park Lighting Guidelines

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

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

Spring Hours - April 1 to Memorial Day

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

Summer Hours - June 1 to Labor Day

- Sundays thru Saturdays – Dusk until 11:30 PM

Fall Hours – Labor Day to Thanksgiving Day

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

Winter Hours – Thanksgiving Day to March 31st

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

Track Lighting

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

- Sundays thru Saturdays – Dusk until 11:30 PM

Winter Hours – Day After Thanksgiving Day to March 31

- Sundays thru Saturdays – Dusk until 9:00 PM

Football Field Lighting

- By Permit Only

~~B.C.~~ Permitted Uses

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

C.D. Speed limit on park property.

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

D.E. Fees

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

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F.F. Basketball/Tennis Courts

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

F.G. Concession Stands

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

§ 155-8 Civic Center

A. Hours of Operation

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

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

B. Permitted Uses

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

Room Size: 57 feet X 37 feet

Capacity: 100 persons (Max.)

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

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

Stage: 8 ft X 25 ft

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

Social activities.

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

C. Fees

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

D. Additional Rental Fees and Special Requests

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

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

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

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

§ 155-9 Community Room

A. Hours of Operation

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

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

B. Permitted Uses

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

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

C. Fees

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

D. Additional Rental Fees and Special Requests

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

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

§ 155-10 Borough Building

A. Hours of Operation

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

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

B. Permitted Uses

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

Room Size: 39 feet X 69 feet – Main Room

28 feet X 38 feet – Small Room

Capacity: 75 persons (Max)

Social activities.

Anniversary

Organization's Meetings

Graduation

Showers

Retirement

Other—To be approved by Borough.

Equipment: Tables and chairs are available.

Typically there are

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

69 folding chairs in large ballroom

Kitchen: None

C. Fees

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

D. Additional Rental Fees and Special Requests

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

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

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

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

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

§ 155-11 **Stadium**

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

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B. **Hours of Operation:**

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

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

C. **Permitted Uses**

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

D. **Fees:**

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

E. **Restroom Facilities:**

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

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

F. Concession Stands

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

G. Additional Rental Fees and Special Requests

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

H. Stadium and Field Rules and Requirements

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

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

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

I. Special Events/Game Events

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 155-12

Dek Hockey Rink

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

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B. **Hours of Operation:**

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

C. **Fees**

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

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

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

E. **Rules and Regulations**

1. General

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

2. Equipment

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

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

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

§ 155-13 Amendments to facilities rental policy.

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

§ 155-14 Severability

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

§ 155-15 Repealer

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

§ 155-16 Effective Dated

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

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

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky, P.E.
Borough Manager

John Frombach
President of Council

EXHIBIT “A”

POLICY AND PROCEDURE FOR FIELD AND RECREATION AREA PERMITS

I. Permit Priority Rating

Field permits will be issued with the following priority rating:

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

II. Allocation of Fields and Recreation Areas

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

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

III. Assigning and Scheduling New Fields or Recreation Areas

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

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

IV. Organizations Requirements for Retaining "Recognized" Status

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

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

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

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

V. Request for Permits

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

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

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

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

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

VI. Field Closure Policy

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

VII. Special Tournament Requests

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

VIII. Field Maintenance for Recognized Organizations

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

IX. Portable Toilets

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

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

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

XI. Concession Stands

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

XII. Permit Denial and Revocation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

DATE: February 20, 2017

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

SUMMARY:

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

Beginning - June 21 2017

End - July 19, 2017*

*No camp on July 4th

Time: 9:00 AM - 11:40 AM

Days: Monday - Friday

Staff: 9:00 AM - 12:00 PM

Location: High School Cafeteria & Brentwood Park

Attendance: Approx. 100 +/-

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

Brentwood Resident's ONLY.

Registration fee of \$100.00 (increase of \$50.00) per participant

Activities:

Section 1: Arts, Crafts, and Music

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

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

Section 4: Brentwood Pool - Open Swim.

BUDGET IMPACT:

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

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

Summary of the Program Budget:

Estimated Revenues = \$10,000

Estimated Expenditures = \$22,500

Profit/Loss = (\$12,500.00)

Borough Subsidy = \$12,500.00

Revenues and Expenses are estimated as follows:

Brentwood Day Camp

Estimate 2017

Disbursements by School District:

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

Day Camp Disbursements:

Cookout-Special Events	\$ 500
Shopping Expenses	\$ 50
Arts & Crafts	\$ 500
Music & Swimming	\$ 50
Sports	\$ 100
Miscellaneous Outdoors	\$ 200
Pool Fees	\$ 756
Total Day Camp Disbursements	\$ 2,156
Total Cost	\$22,491
Minus Registration Fees 100 at \$100.00	\$10,000
Net Cost to the Borough	\$12,491

* See Salary Structure

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

2017 Salary Structure

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

Undergraduate Personnel

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

RECOMMENDATION:

Research the possibility of maintaining the 2015 salary disbursements and number of counselors the same for 2017. This could be a savings to the Borough of \$3848.00

Research the possibility of hiring camp staff after registration in order to have a proper ratio of counselors to staff.

PROS:

Continues a long successful program for the Community.

CONS:

Additional Expenses to the Borough.

STRATEGIC GOALS APPLIED:

Strategic Goal 7: Foster Improved School District Performance.

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

Strategic Goal 11: Establish More Benefits of Residency

ATTACHMENTS:

Description	Upload Date	Type
day camp 2017 estimated budget	2/6/2017	Cover Memo
DRAFT Resolution No. 2017-20: Summer Day Camp	2/20/2017	Cover Memo

BRENTWOOD DAY CAMP 2017

DATE: February 1, 2017

TO: The Brentwood Borough Council

FROM: Dr. Amy Burch, Superintendent of Schools

RE: 2017 Brentwood Day Camp Budget

Brentwood Day Camp

Estimate 2017

Disbursements by School District:

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Social Security Estimate	\$ 702 **
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BRENTWOOD DAY CAMP

2017 Salary Structure

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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

RESOLUTION NO. 2017-20

A RESOLUTION OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA AUTHORIZING THE BOROUGH OF BRENTWOOD TO ENTER INTO AN AGREEMENT WITH THE BRENTWOOD BOROUGH SCHOOL DISTRICT TO FUND A SUMMER DAY CAMP PROGRAM.

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

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

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

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

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

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

WHEREAS, the Borough and the Brentwood Borough School District have heretofore negotiated Articles of Agreement for the Borough to fund the full cost of the Summer Day Camp program, less revenues, for the 2017 season, with an exact copy of said Articles of Agreement attached hereto as **Exhibit 1**.

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

1. The Borough of Brentwood hereby accepts and approves the Articles of Agreement negotiated with the Brentwood Borough School District to fund the Summer Day Camp program, and with an exact copy of said Articles of Agreement attached hereto as **Exhibit 1**.



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

RESOLVED AND ADOPTED by the Council of the Borough of Brentwood, County of Allegheny, and Commonwealth of Pennsylvania, meeting in a regular and public session this **20th** day of **February 2017**.

ATTEST:

BOROUGH OF BRENTWOOD

George Zboyovsky, PE
Borough Manager

John Frombach
President of Council





BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 14.a.
ACTION ITEM

SUBJECT: Consider selling police service dog "Duke" to former handler Officer Mulholland.
[ACTION ITEM]

DATE: February 20, 2017

PRESENTED Chief Adam Zeppuhar
BY:

SUMMARY:

Police Service Dog "Duke" was retired by his handler on 2/1/17. Duke served as the departments K9 since 2008. Recently he developed a skin condition which affects his quality of life and Officer Mulholland made the recommendation to retire him from duty.

BUDGET IMPACT:

\$1

RECOMMENDATION:

Staff recommends taking selling Duke to Officer Mulholland for the contractually agreed upon price of \$1.

PROS:

Duke remains in the loving care provided by his partner and family.

CONS:

One less K9 available if needed.

ATTACHMENTS:

Description

K-9 Agreement

Upload Date

2/1/2017

Type

Cover Memo



BOROUGH OF BRENTWOOD

RESOLUTION NO. 2008-30

"K-9 AGREEMENT"

A RESOLUTION OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA, ACCEPTING AND APPROVING A CANINE POLICE OFFICER AGREEMENT AMONG THE BOROUGH OF BRENTWOOD, TEAMSTERS LOCAL UNION NO. 205, REPRESENTING BRENTWOOD BOROUGH POLICE OFFICERS, AND BRENTWOOD BOROUGH POLICE OFFICER MILTON MULHOLLAND TO COMPENSATE OFFICER MULHOLLAND FOR PERFORMING THE DUTIES OF HOUSING, FEEDING, CLEANING, HANDLING, MAINTAINING AND BEING RESPONSIBLE FOR THE CANINE OWNED BY THE BOROUGH OF BRENTWOOD; AND AUTHORIZING EXECUTION OF SAID AGREEMENT BY THE APPROPRIATE OFFICERS OF THE BOROUGH OF BRENTWOOD.

WHEREAS, the Borough of Brentwood, Teamsters Local Union No. 205, representing the Brentwood Borough Police Officers, and Brentwood Borough Police Officer Milton Mulholland have negotiated a Canine Police Officer Agreement to compensate Officer Mulholland for performing the duties of housing, feeding, cleaning, handling, maintaining and being responsible for the canine owned by the Borough of Brentwood; and

WHEREAS, an exact copy of said Canine Police Officer Agreement negotiated among the parties is attached hereto as Exhibit 1; and

WHEREAS, it is the desire of the Council of the Borough of Brentwood to accept and approve said Canine Police Officer Agreement and authorize execution of same by the appropriate officers of the Borough of Brentwood.

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


1. The Borough of Brentwood hereby accepts and approves a Canine Police Officer Agreement negotiated among the Borough of Brentwood, Teamsters Local Union No. 205, representing Brentwood Borough Police Officers, and Brentwood Borough Police Officer Milton Mulholland to compensate Officer Mulholland for performing the duties of housing feeding, cleaning, handling, maintaining and being responsible for the canine owned by the Borough of Brentwood, and with an exact copy of said Agreement being attached hereto as Exhibit "1."

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

RESOLVED AND ADOPTED by the Council of the Borough of Brentwood, County of Allegheny and Commonwealth of Pennsylvania, meeting in regular and public session, this 16th day of December, 2008.

ATTEST:

BOROUGH OF BRENTWOOD:


George Zboyovsky, PE
Borough Manager

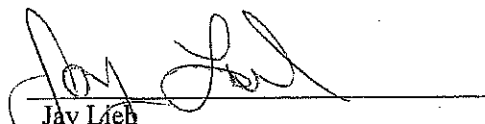

Jay Lieb
President of Council

Exhibit A

CANINE POLICE OFFICER AGREEMENT

The Parties to this Agreement are Brentwood Borough, Teamsters Local Union No. 205, representing the Brentwood Borough police officers (the "Union"), and Milton Mulholland, a police officer currently employed by Brentwood Borough.

WITNESSETH:

WHEREAS, the Parties acknowledge that state and federal law and applicable regulations contain requirements that must be met with regard to how Milton Mulholland will be compensated for the duties of housing, feeding, cleaning, handling, maintaining and being responsible for the canine; and

WHEREAS, the Parties, including the Union, have reached a mutually acceptable agreement as the foregoing issues; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the parties agree as follows:

1. This Agreement shall be constituted a side agreement to the Collective Bargaining Agreement in effect between Brentwood Borough and the Union.

2. Brentwood Borough retains sole discretion to terminate the service of the canine at any time and nothing in this Agreement restricts the Borough's exclusive right to maintain and or eliminate the services of this or other canines from the police department.

3. The canine shall remain property of Brentwood Borough during its entire period of service. The Borough shall pay all expenses for food and veterinary care of the canine. Further, the Borough shall pay basic kennel fees while Officer Mulholland is on vacation, if any. The Borough will not be responsible to compensate Officer Mulholland the additional three and one half (3.5) hours as set forth in Paragraph 7 in this Agreement while the canine is housed at a Kennel. Officer Mulholland must submit to Brentwood Borough appropriate receipts for these expenses.

4. Milton Mulholland shall have the assignment of housing, feeding, cleaning, handling, maintaining and being responsible for the police dog. Officer Mulholland shall not use the police dog to perform any services or work for any other police department, other governmental agency, employer, or any other person whatsoever, except with the consent of the Borough of Brentwood.

5. The Parties agree and acknowledge this Policy shall be known as Exhibit A, if incorporated to the current Collective Bargaining Agreement between the Borough of Brentwood and Teamsters Local Union No. 205, and applies to the service of Milton Mulholland and the canine. Brentwood Borough has the right to revise or rescind this policy at any time with the mutual consent of the Union.

6. The Parties agree and acknowledge that Brentwood Borough shall have the right to determine and designate the schedule of Milton Mulholland and the canine to provide the most efficient and effective use of the canine's services. The Borough while determining said schedule of hours must take into consideration a minimum of twenty-four (24) hours per month for continuing education for both Officer Mulholland and the canine.

7. The Parties agree and acknowledge that in a normal workweek Milton Mulholland shall work forty (40) hours per week but that he shall be compensated for working forty-three and one half (43.5) hours per week. The compensation for the additional three and one half (3.5) hours per week shall be in consideration of the additional duties of housing, feeding, cleaning, handling, maintaining and being responsible for the canine.

8. The Parties agree that the exact amount of time associated with the duties of housing, feeding, cleaning, handling, maintaining and being responsible for the canine cannot be calculated accurately each pay period, and that the schedule set forth in Paragraphs 6 and 7 of this Agreement is reasonable and adequate compensation for those duties and takes into account all local, state, and federal laws and regulations regarding employee compensation and overtime compensation. Milton Mulholland is prohibited from working in excess of the three and one half (3.5) hours per week set forth in Paragraph 7 of this Agreement for the housing, cleaning, handling, maintaining, and being responsible for the canine without seeking prior approval from Brentwood Borough.

9. The Parties further agree that the schedule set forth in Paragraphs 6 and 7 of this Agreement complies with all provisions of the Collective Bargaining Agreement.

10. Upon termination of the canine's period of service, or in the event of Officer Mulholland's inability to continue as a police officer for any reason, Milton Mulholland shall have the right to purchase the canine from Brentwood Borough for the consideration of one dollar (\$1.00).

IN WITNESS WHEREOF, the Parties execute this Agreement on this 16th day of December, 2008.

ATTEST:

George Z. Gier
Witness

Michael E. Hanna
Witness

Witness

Brentwood Borough

By [Signature]

Teamsters Local Union No. 205

By Carl A. Bailey

Milton Mulholland

By _____



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 14.b.
ACTION ITEM

SUBJECT: Consider Authorizing a Surveillance Camera Registry Project [ACTION ITEM]

DATE: February 20, 2017

PRESENTED BY: Chief Adam Zeppuhar

SUMMARY:

This action item is requested to further our departments community policing efforts. In order to provide the best possible service to our residents and businesses, we frequently use camera footage to help solve crimes and identify persons of interest. Often times we do not always know who has surveillance cameras and what areas they cover. Through modern Records Management Systems, we have the ability to catalog these addresses or persons for easy retrieval to further our investigative abilities.

BUDGET IMPACT:

Staff data entry time.

RECOMMENDATION:

Staff recommends allowing this to further community engagement and to help reduce crime in the Borough.

PROS:

- Can help solve crime and identify suspects
- Can help promote police/resident or police/business engagement.

CONS:

- None. Participation is completely voluntary.

STRATEGIC GOALS APPLIED:

Strategic Goal 9: Reduce Crime in the Borough

Strategic Goal 3: Increase Community Involvement within the Borough

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

ATTACHMENTS:

Description

Draft Registry Form

Upload Date

1/30/2017

Type

Cover Memo

BRENTWOOD BOROUGH POLICE DEPARTMENT

SURVEILLANCE CAMERA REGISTRY

Establishment Details

Type of Location: ☐ Residence ☐ Business

Owner Name: _____ Business Name: _____

Street Address: _____

Security Camera Details

Number of Camera (s) _____ Do you have a live feed? ☐ Yes ☐ No

Location of Camera(s): _____

Recording Period (24/7, Motion Activated, etc.): _____

Image Retention Period (How long kept before deleted): _____

If you would like to provide the Brentwood Borough Police access, please provide web address: _____

Contact Information

Primary Contact (Name): _____

Phone Number: _____ Email Address: _____

Please provide any additional information that you feel would be useful: _____

The Brentwood Borough Police Department thanks you for voluntarily submitting your private security camera information to us. To submit this form, print out and fax to (412) 885-5850 or mail to Brentwood Police, 3624 Brownsville Road. Pittsburgh, PA 15227. This form can also be e-mailed to brentwoodpolice@brentwoodboro.com

DISCLAIMER & TERMS OF USE

The goal of the camera registry program is to deter crime and promote public safety through collaboration between the Brentwood Borough Police and the community we serve. Accordingly, all camera registrants agree to the following terms and conditions:

1. Any footage containing to/or related to criminal activity may be collected the Brentwood Borough Police for use as evidence during any stage of a criminal proceeding.
2. Relevant information is reserved for official use by the Brentwood Borough Police and will not be released to any member of the general public or press without prior consent.
3. If necessary, the Brentwood Borough Police will contact you directly, using the information provided on this site, to request the appropriate video surveillance footage.
4. Under no circumstances shall registrants construe that they are acting as an agent/or employee of Brentwood and/or the Brentwood Borough Police through the camera registry program.
5. Under no circumstances shall the Brentwood Borough Police utilize any information obtained to view footage/feeds directly from cameras owned by registrants.



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 14.c.

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

DATE: February 20, 2017

PRESENTED BY: Chief Adam Zeppuhar

SUMMARY:

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

BUDGET IMPACT:

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

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

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

Balance = \$4,275.00

Annual Cost = \$2,400.00

Remaining Balance = \$1,875.00

RECOMMENDATION:

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

PROS:

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

CONS:

- Annual costs.

STRATEGIC GOALS APPLIED:

Strategic Goal 9: Reduce Crime in the Borough

Strategic Goal 1: Improve Brentwood Borough’s “Reputation”.


Strategic Goal 11: Establish More Benefits of Residency

ATTACHMENTS:

Description	Upload Date	Type
Crime Watch Presentation	2/8/2017	Cover Memo
Crime Watch Quote	2/8/2017	Cover Memo



SAFER COMMUNITIES THROUGH **COLLABORATION**

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

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

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



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

-President's 21st Century Taskforce on Community Policing

COLLATERAL DUTY, MISSION CRITICAL **TASK.**

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

COMMUNITY POLICING IN THE **DIGITAL ERA.**

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



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



Law Enforcement Challenge

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



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

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

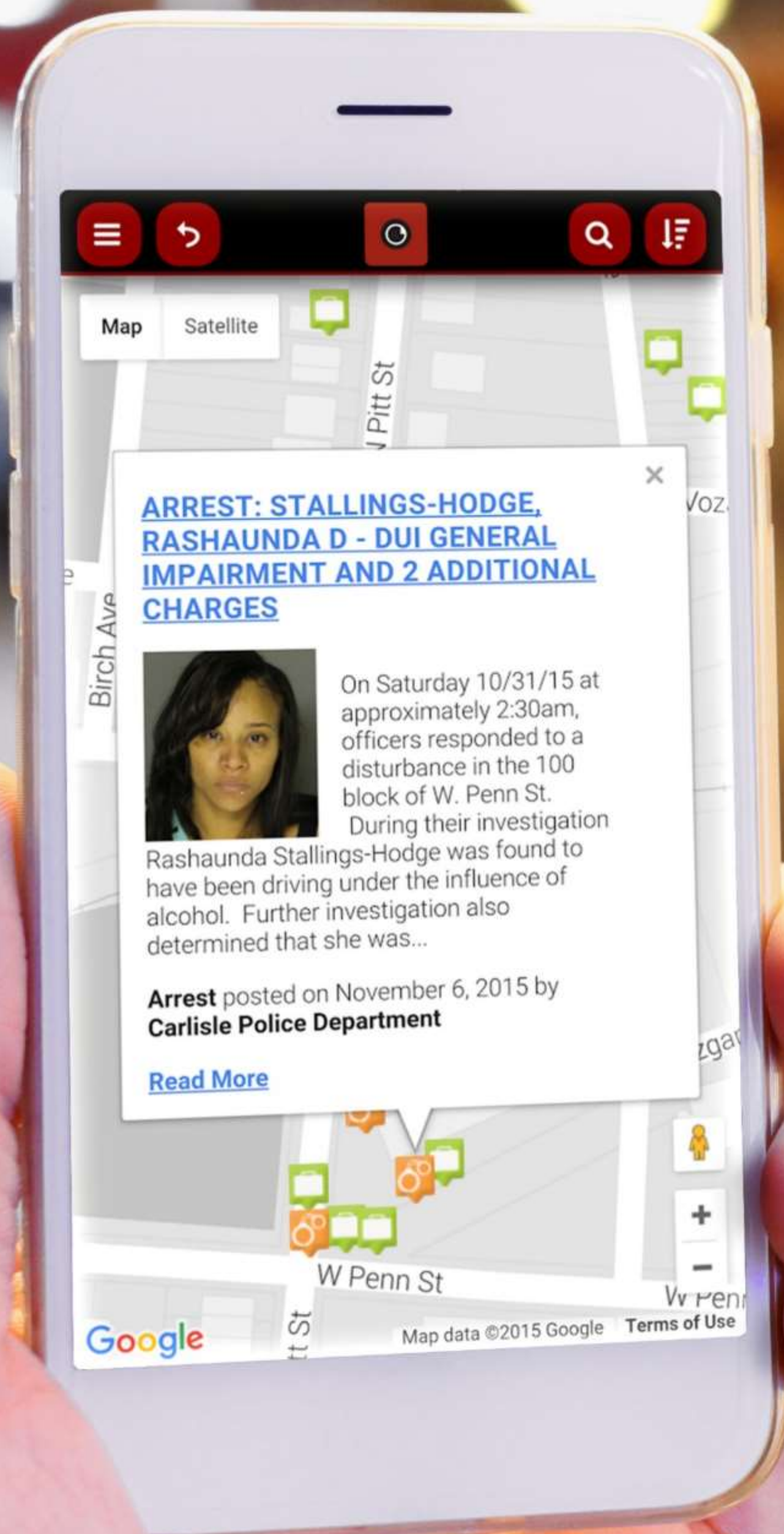


CRIMEWATCH is a time-tested model,
reinvented for the internet age.

Lancaster County
CRIMEWATCH



Lancastercrimewatch.org



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

CRIMEWATCH

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

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



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

East Lampeter Township Police Department

DATE

Friday, September 18, 2015 - 10:41

LOCATION

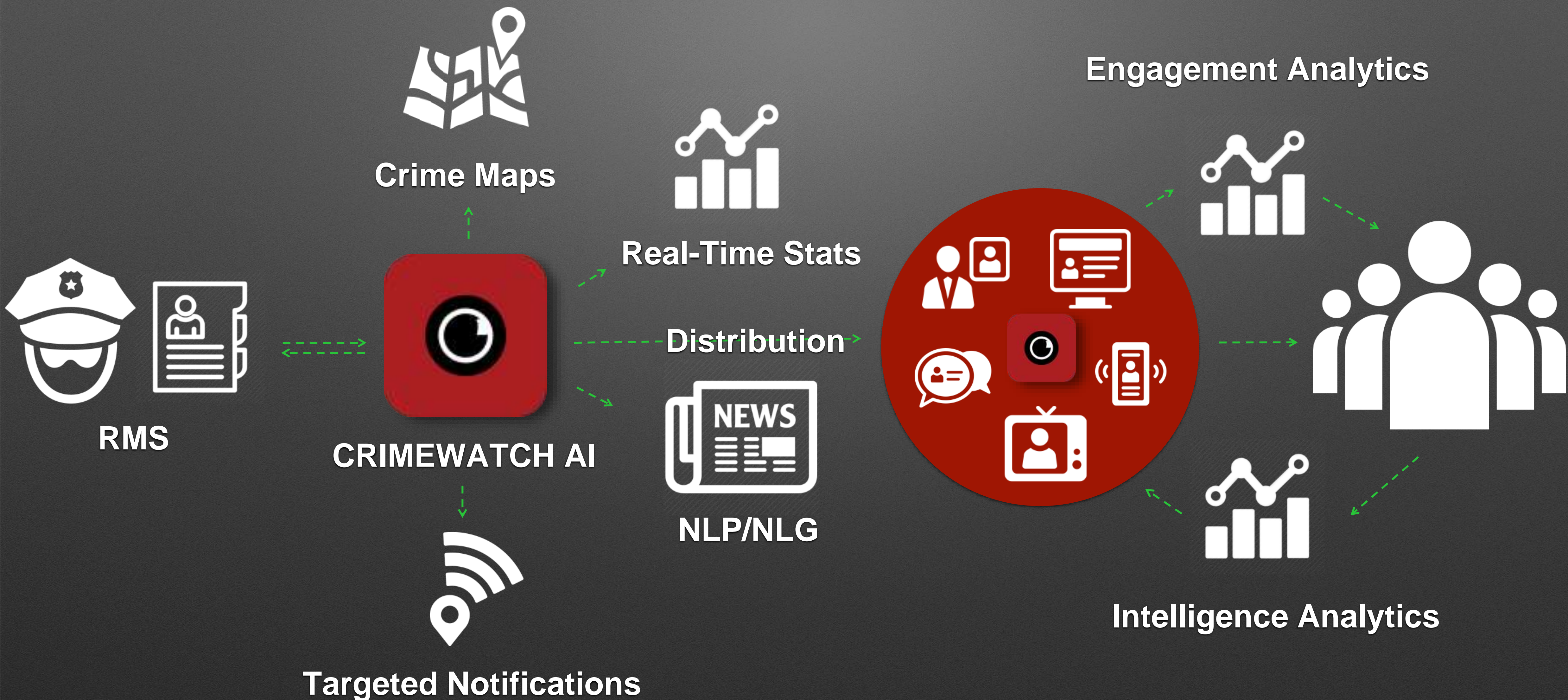
Speedway
5 Hartman Bridge Road
Lancaster, PA 17602

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

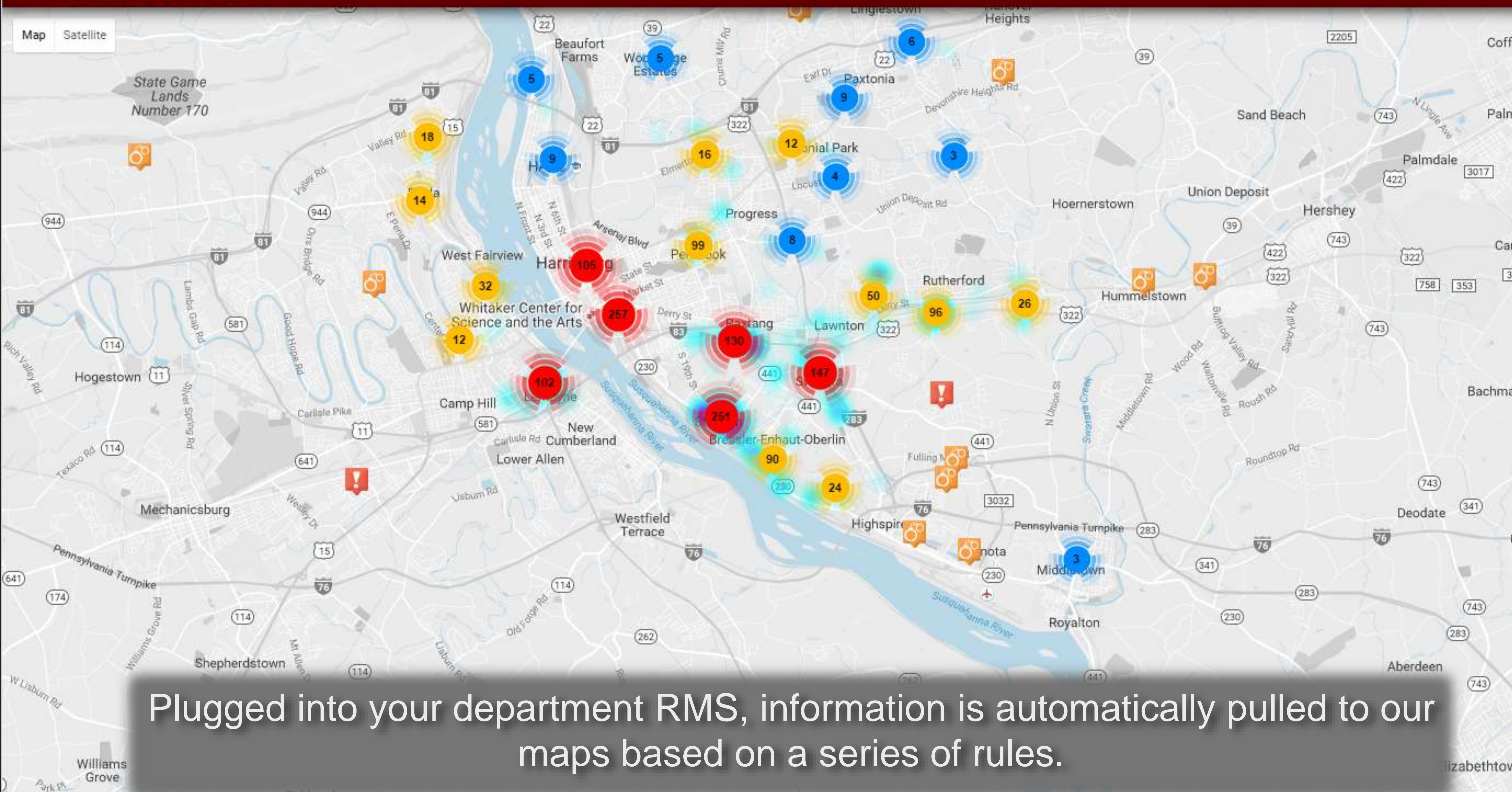
CRIMEWATCH is the smartest and simplest solution for managing all department communications.
Improve transparency, build value, and generate tips that lead to clearances.

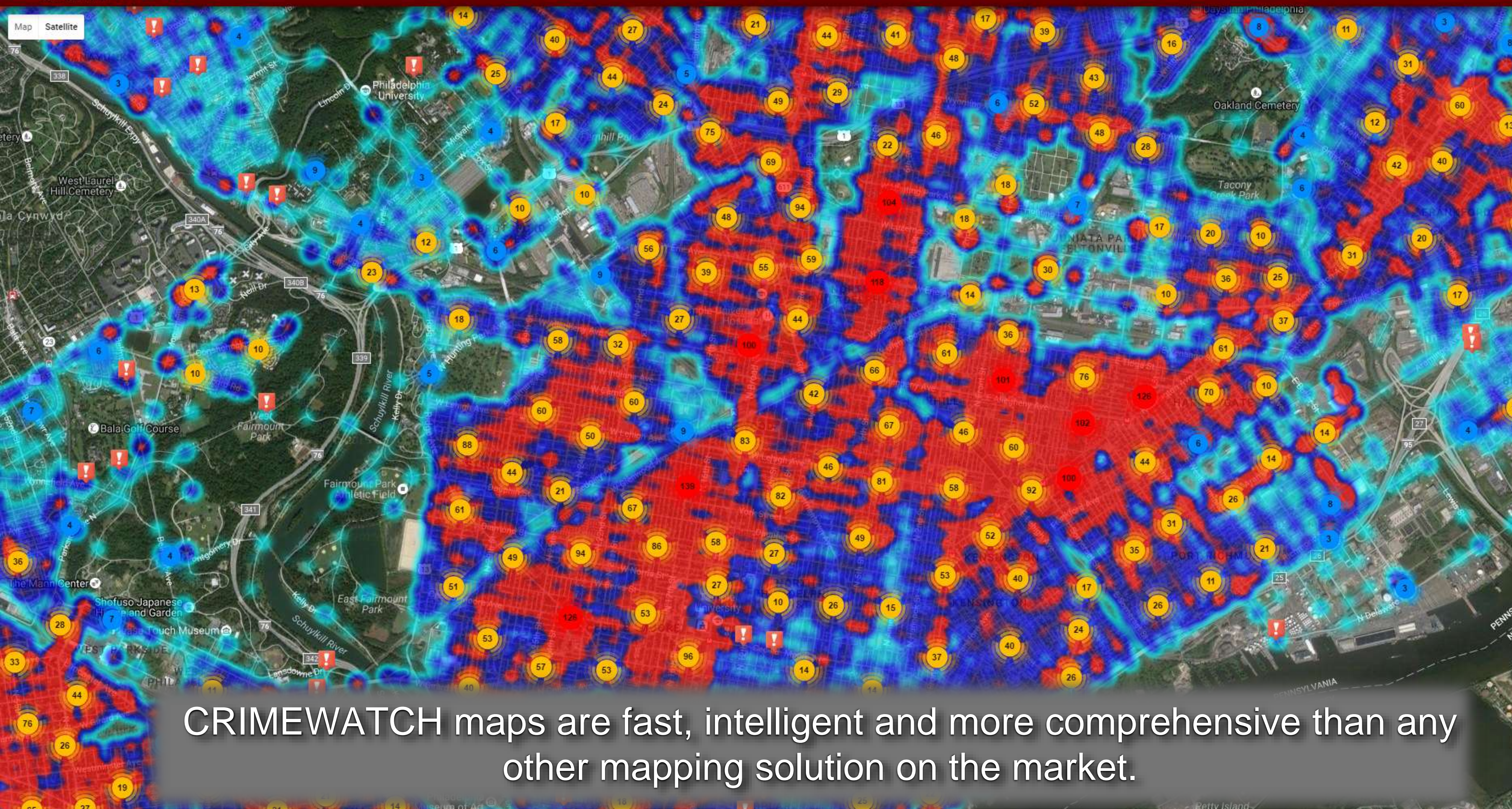


CRIMEWATCH consolidates the entire information-sharing and intelligence-gathering effort into one system.

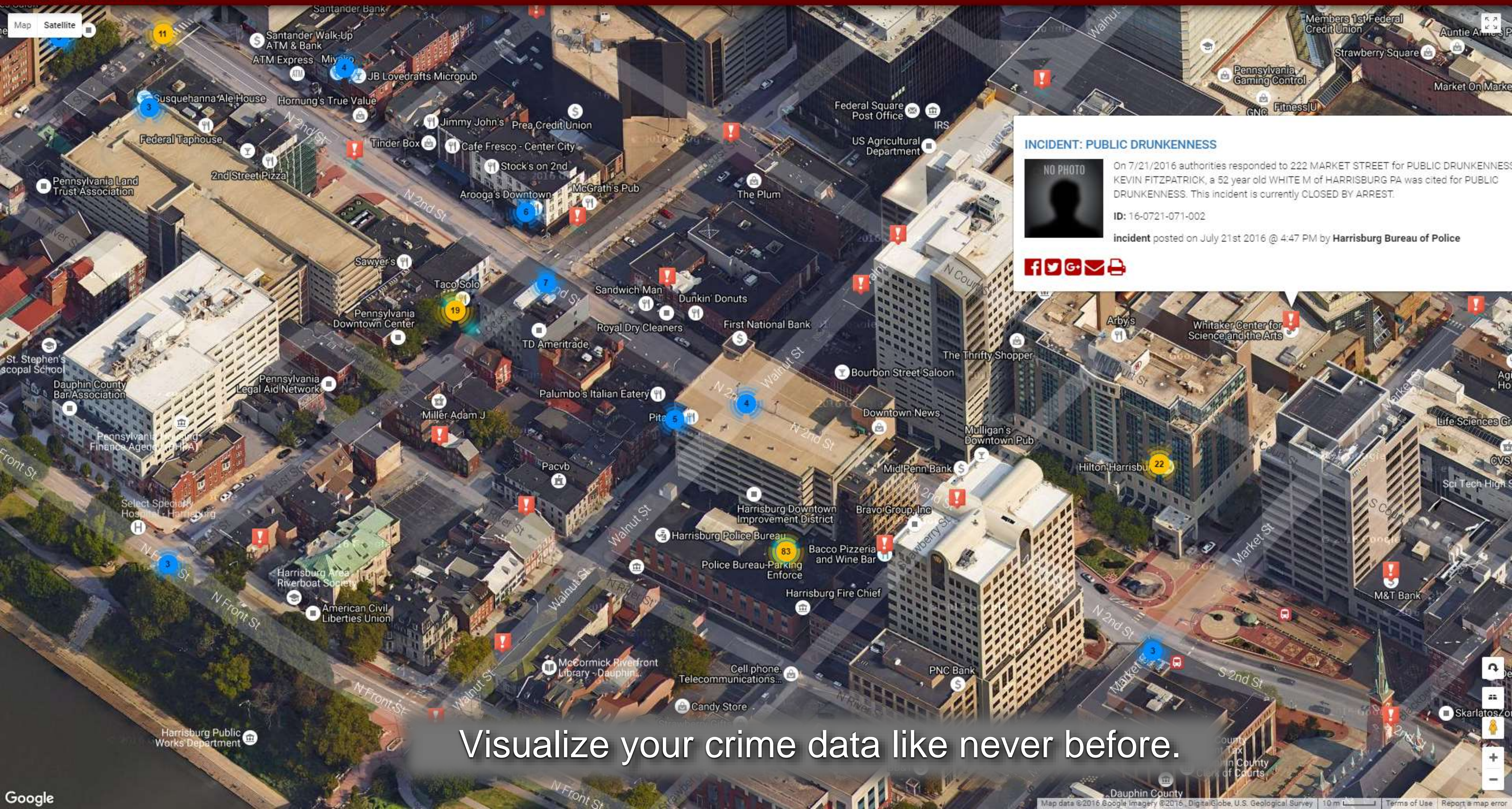


Map Satellite





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



INCIDENT: PUBLIC DRUNKENNESS



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

ID: 16-0721-071-002

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



Visualize your crime data like never before.

Total Incidents

2531

4% From last Week

Avg Response Time

1.32

3% From last Week

Total Males

1,900

4% From last Week

Total Females

667

5% From last Week

Total Population

72,315

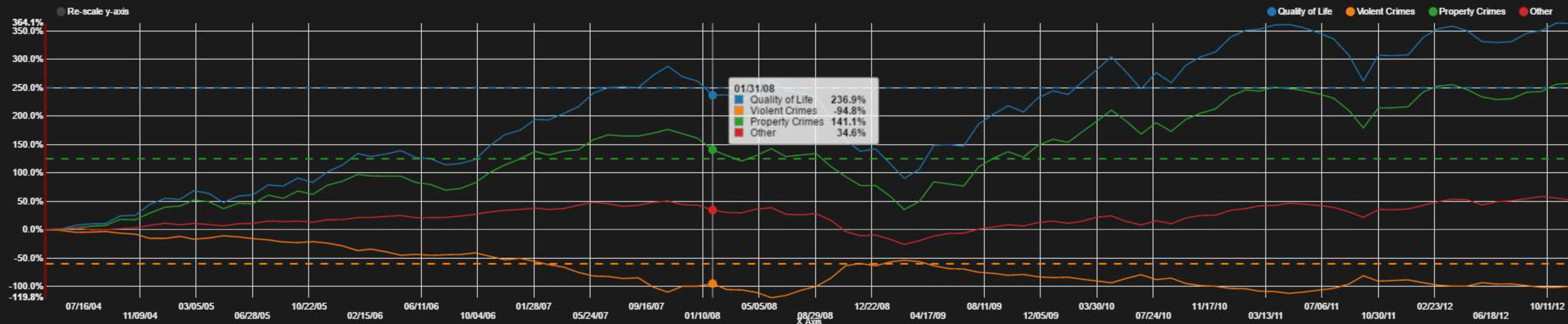
1% From last Week

Crime Rate

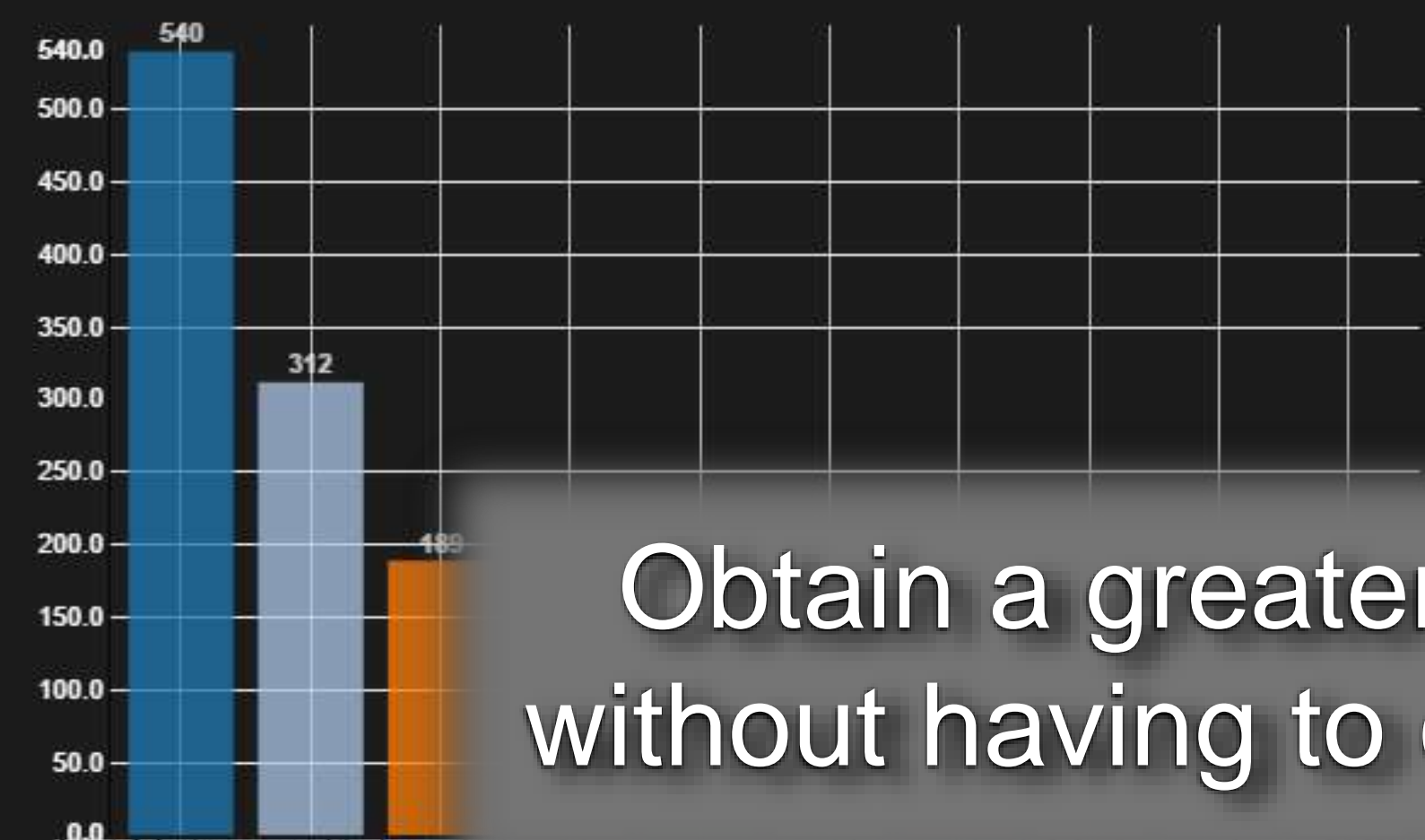
1:125442

34% From last Week

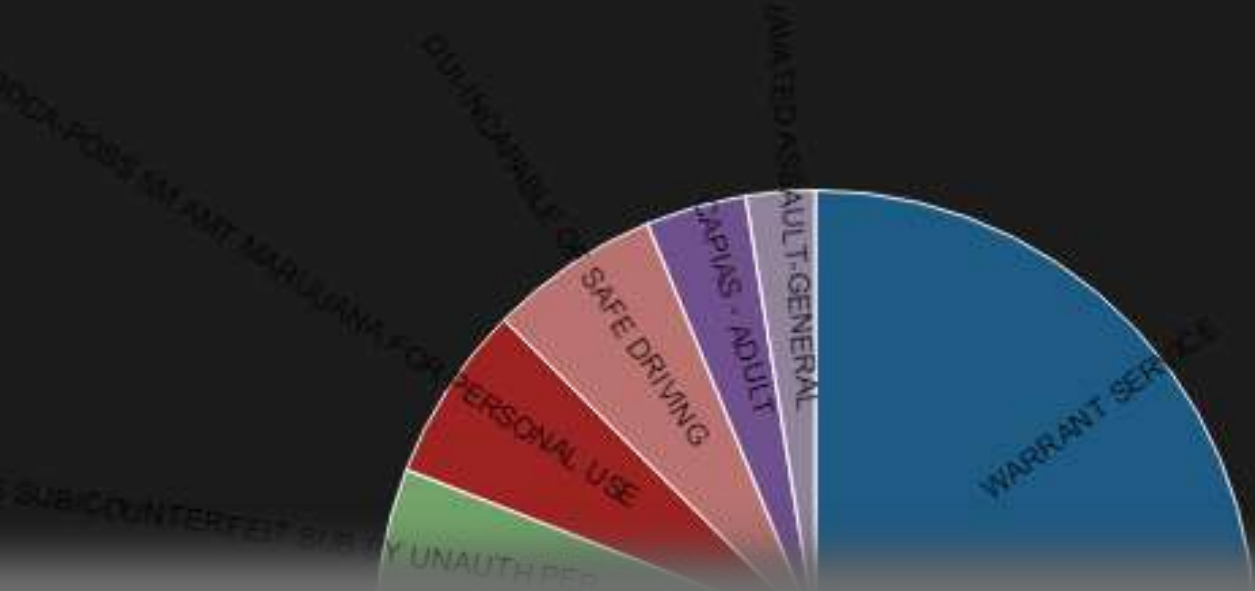
Crime Rates



Crime Trends



Crime Types

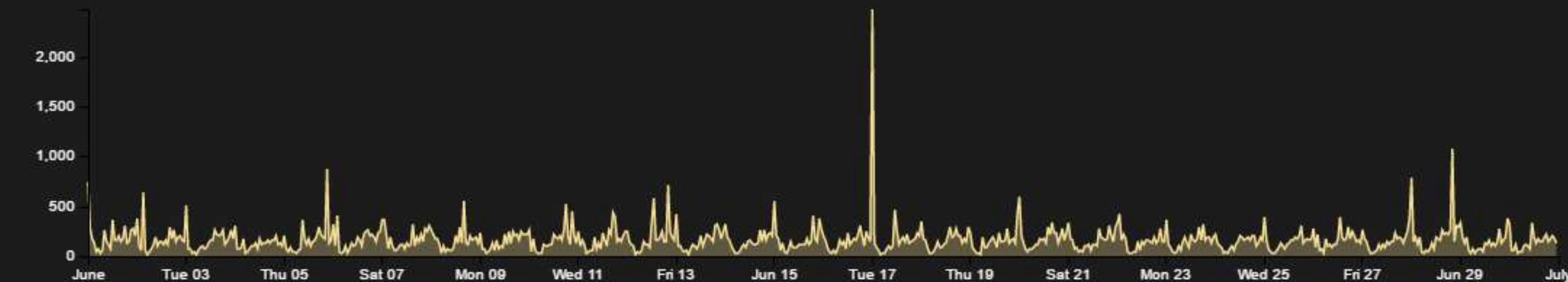


Explore Charges

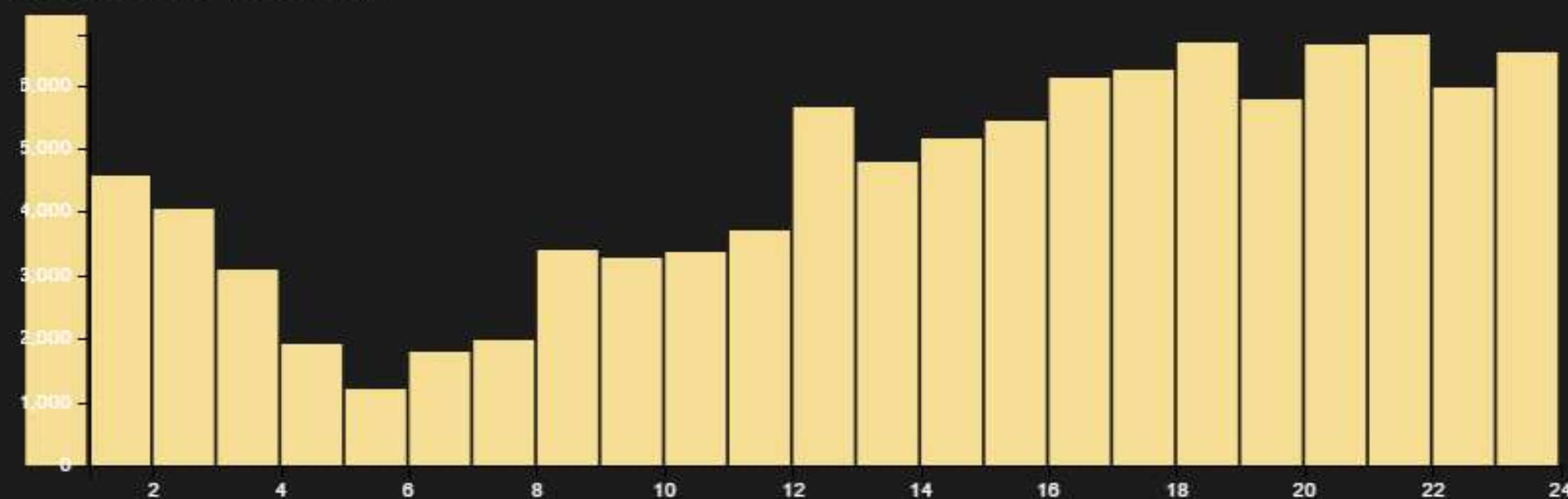


Obtain a greater understanding of your department and your community without having to commit dozens of man hours or employ 3rd party services.

Incident Volume by Hour



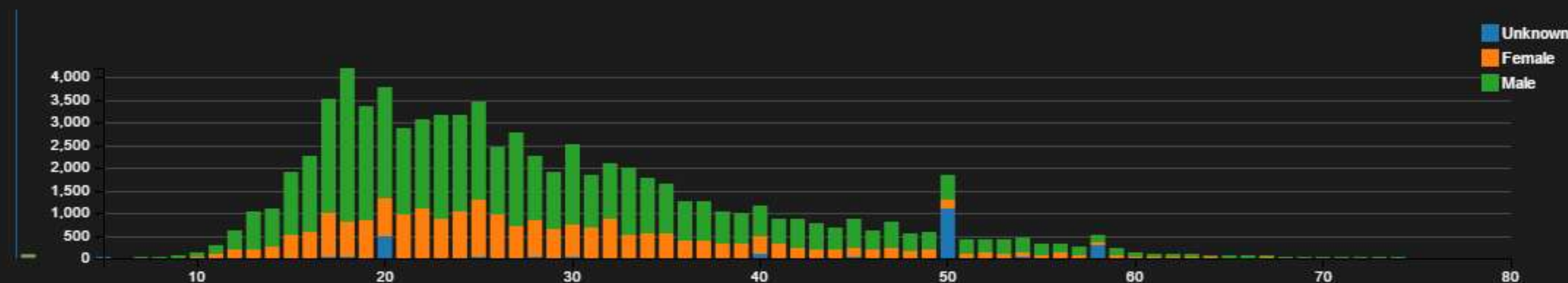
Incident Hour of Day



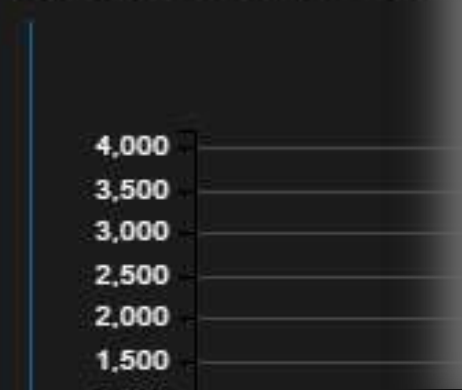
Incident Day of Week



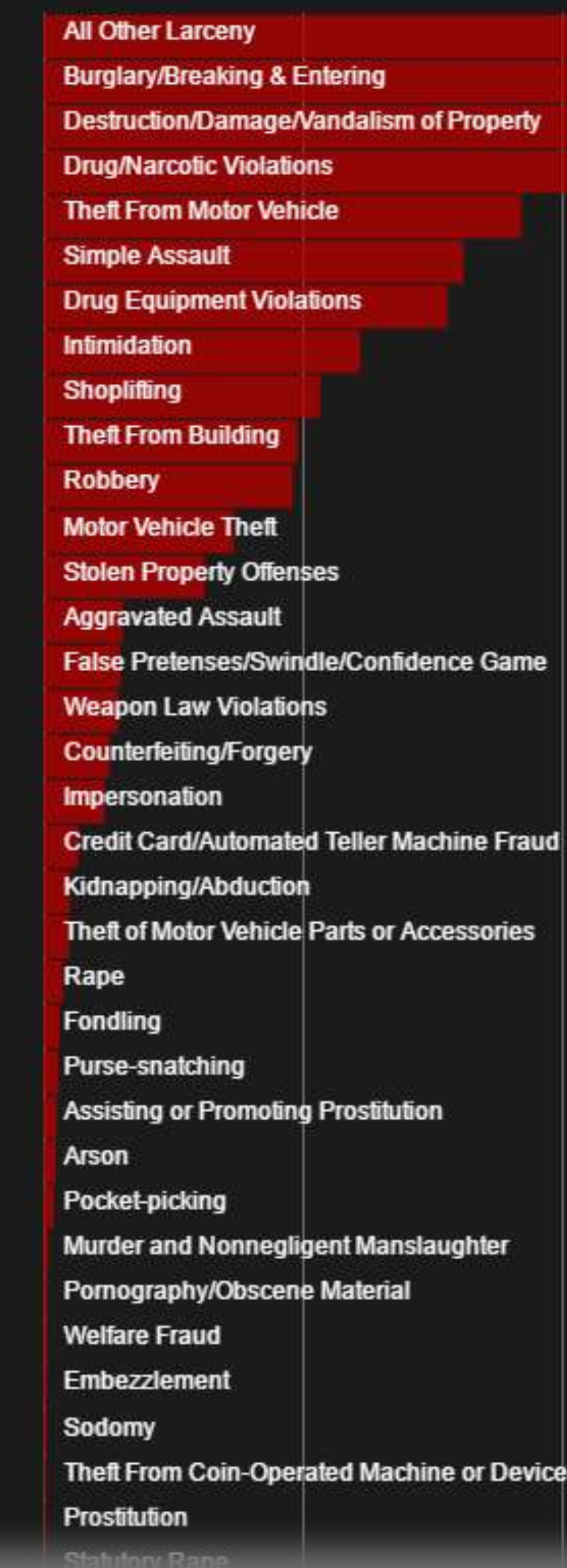
Incident Sex x Age



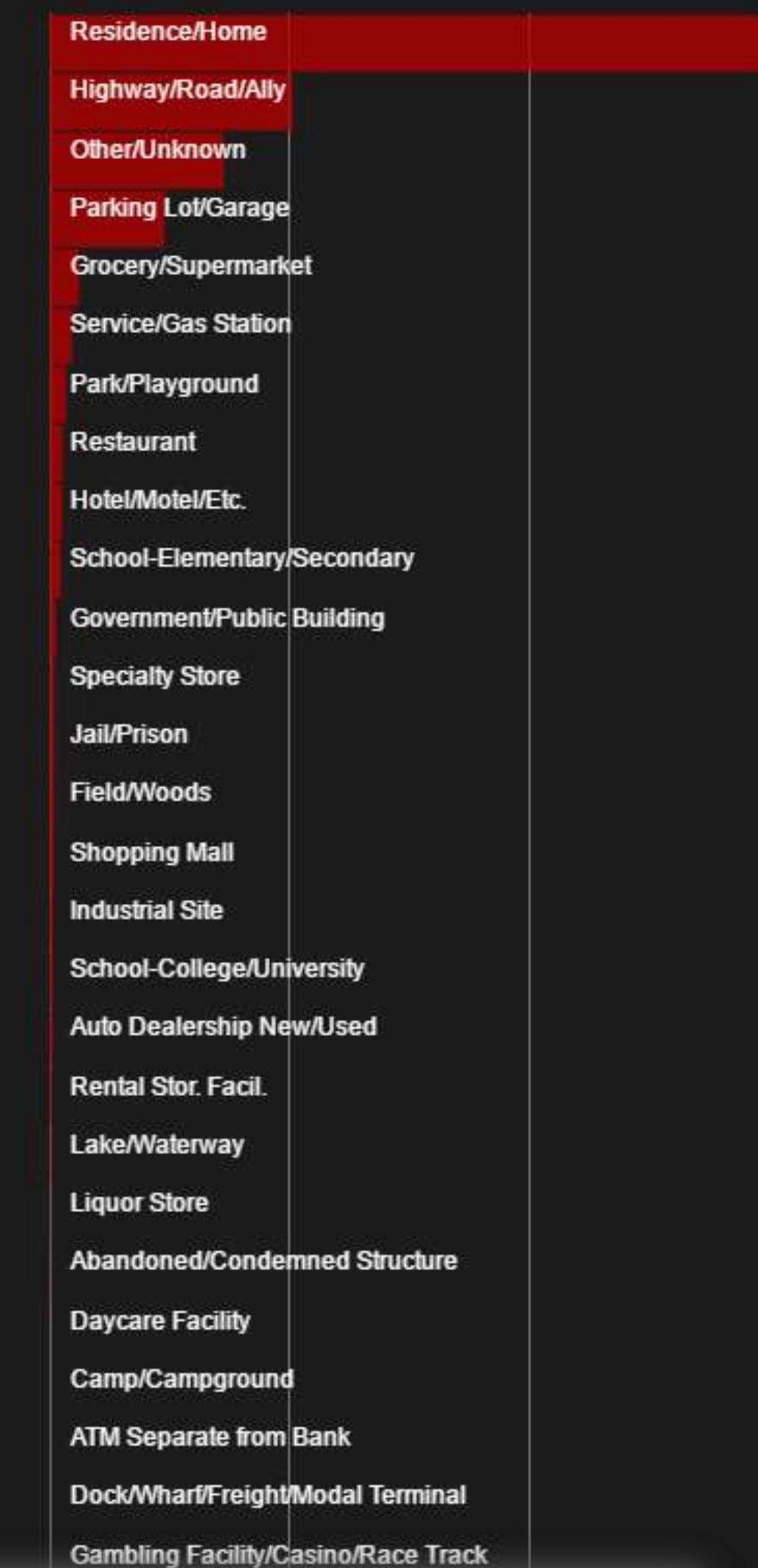
Incident Race x Age



Incident Offense



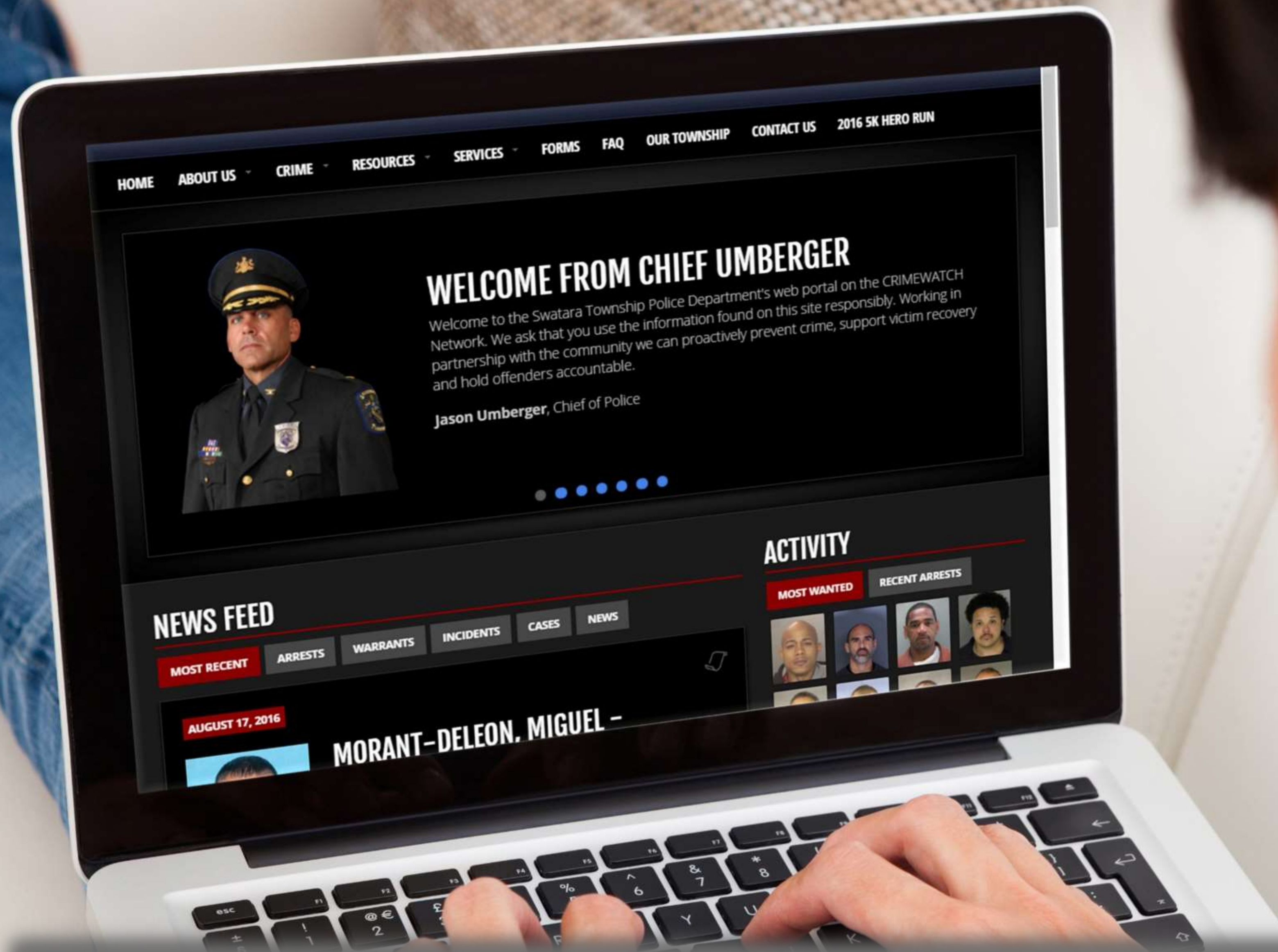
Incident Location



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

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





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

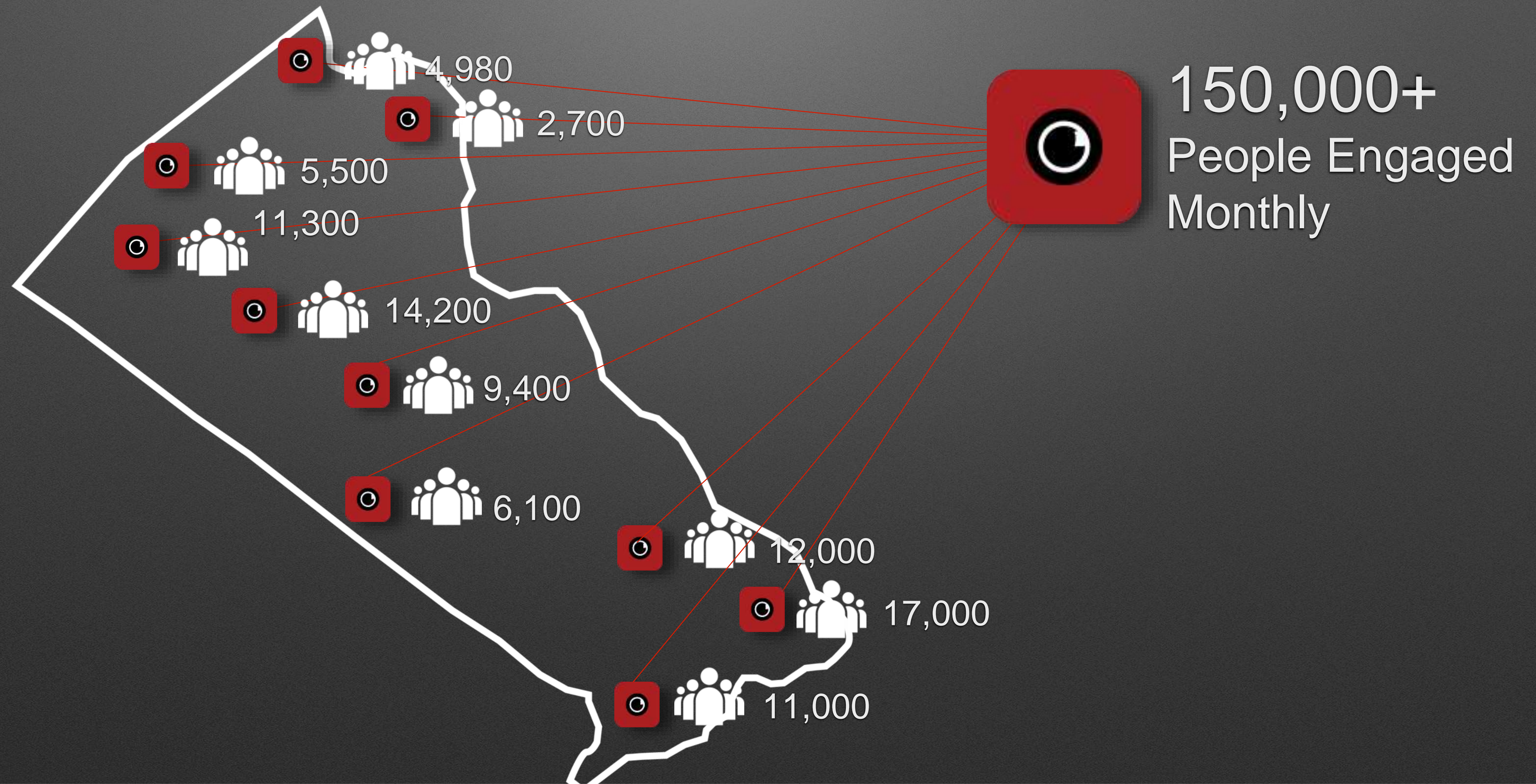


All portals are linked to social media using ControlShare™, and give law enforcement the ability to edit or redact information- even after it has been shared.

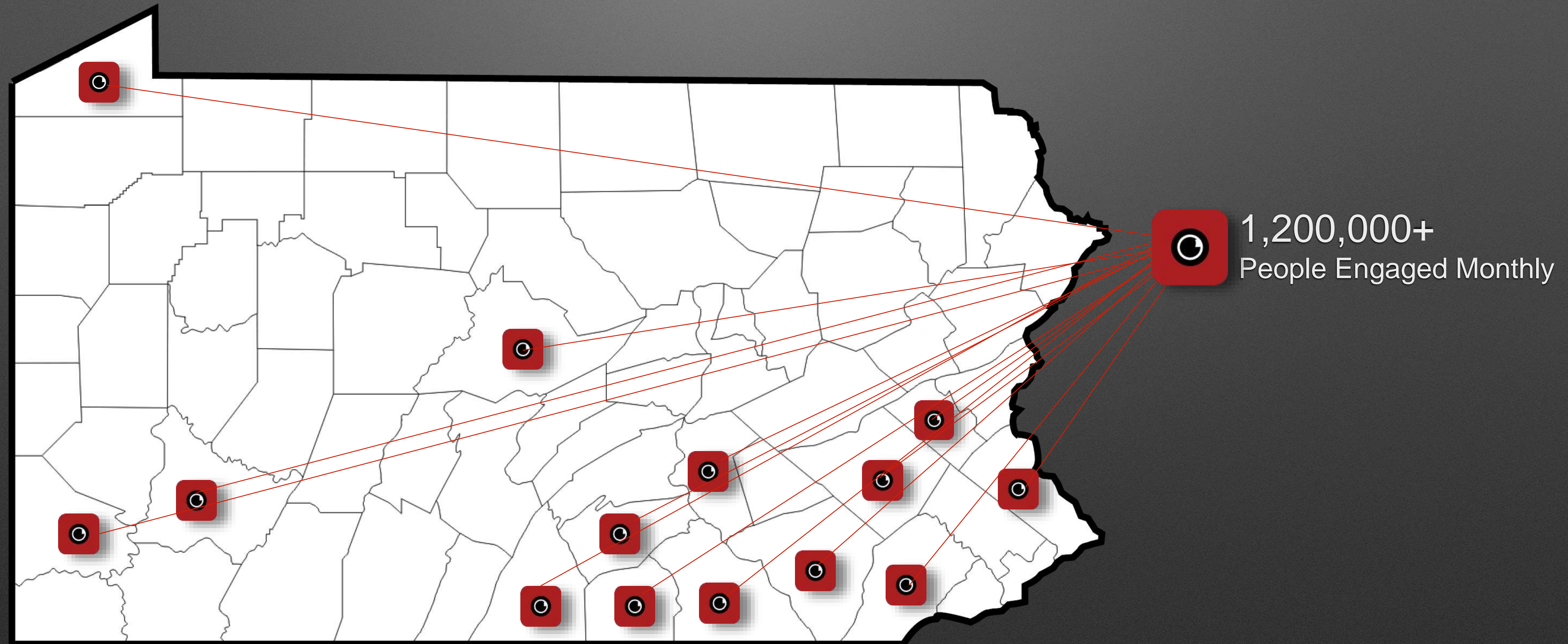


All information is pushed out to a singular mobile application that is geo-enabled for greater intelligence-gathering and more intuitive notifications.

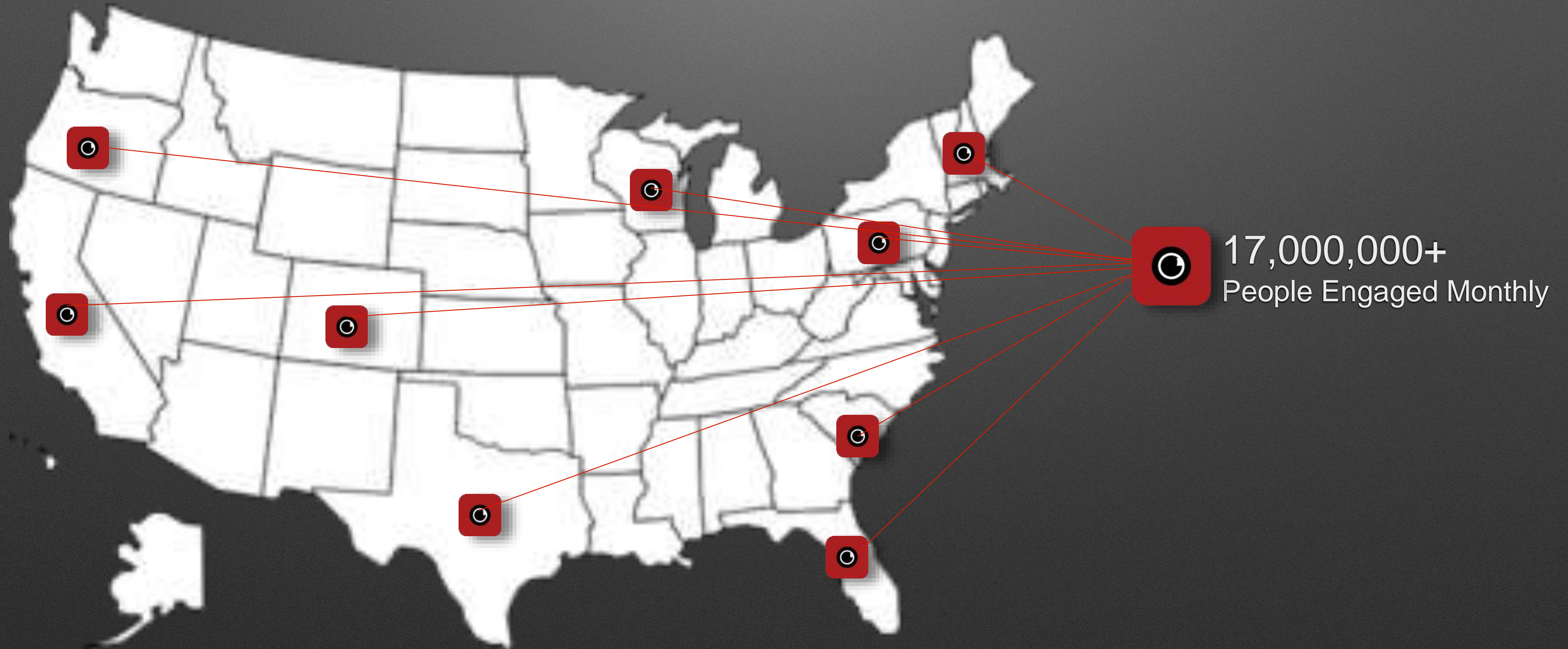
Individual departments are each linked to a county-wide portal that connects all of the disparate audiences into one intelligence network.



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



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



USER-DRIVEN DESIGN, YEARS OF RESEARCH

2009-2011

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



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

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

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

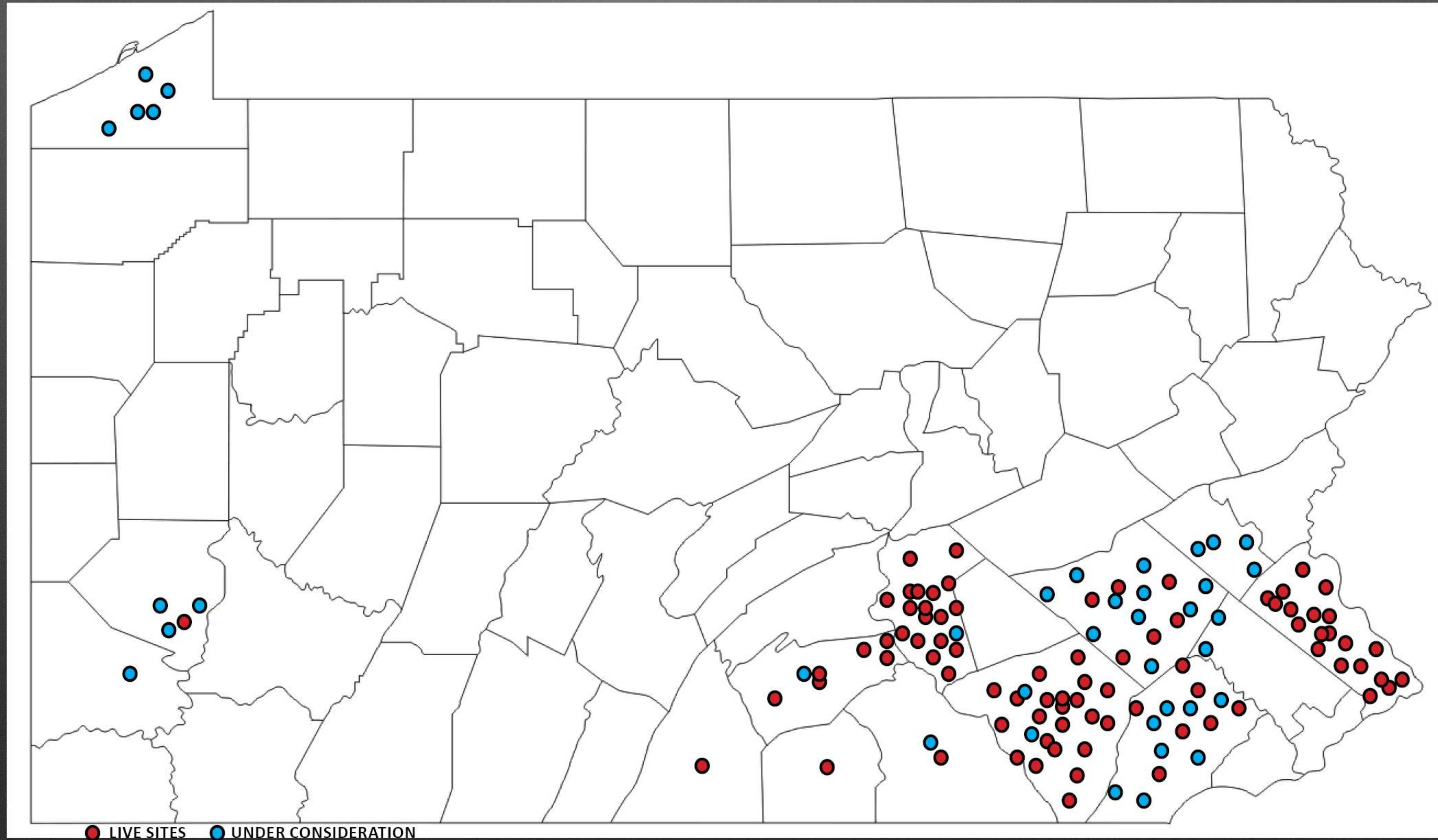
2014 37 Police Agencies join as **CRIMEWATCH Network 2.0 & Mobile beta** are released

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

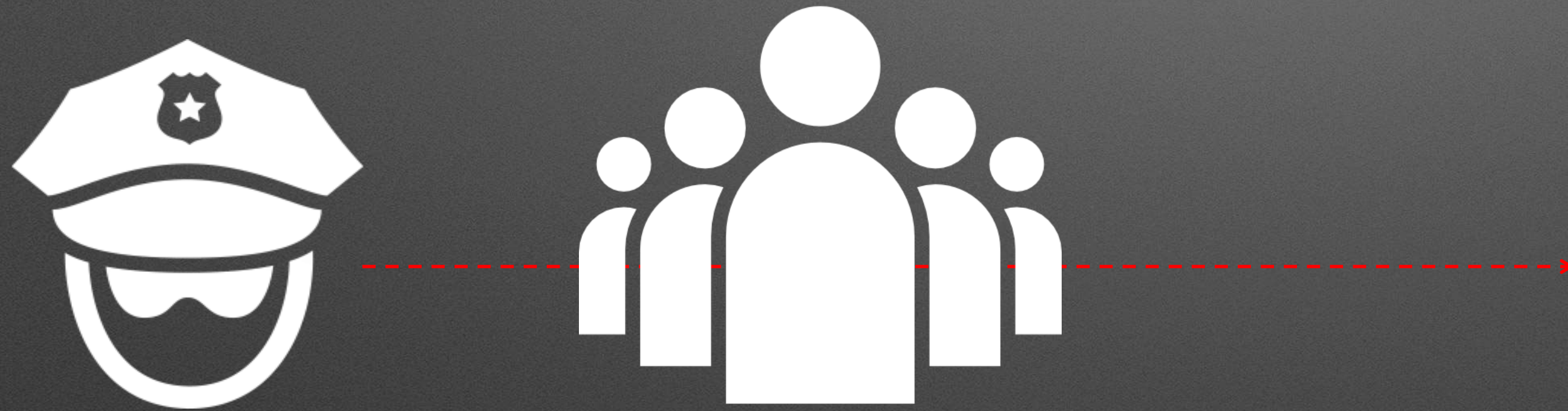
2016 100 New Police Agencies scheduled to launch with **CRIMEWATCH Network 2.3**, Full version of **CRIMEWATCH Mobile** and **CRIMEWATCH TV beta**.



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



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



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



SAFER COMMUNITIES THROUGH **COLLABORATION**



“A great way to engage the public.”

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



“We save resources by enlisting public help”

Chief Jason Umberger, Swatara Township Police Department



“Controlled social sharing designed for police”

Chief Robert Martin, Susquehanna Township Police Department



“An important police utility”

Chief David Heister, Penbrook Borough Police Department



CRIMEFIGHTING POWERED BY THE PEOPLE.

CRIMEWATCHUS.COM



Safer communities through collaboration.

CRIMEWATCH Network Deployment

Brentwood Borough Police Department

12/23/2016

Prepared for:

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

Prepared by:

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



Objectives

Brentwood Borough Police Department CRIMEWATCH Network Deployment

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

CRIMEWATCH Network benefits:

#1 Virtual Newsroom

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

#2 Enhanced Communications with the Public

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

#3 Social Media Integration

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

#4 Information Sharing Between Police

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

#5 Intelligence Gathering

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

#6 Managed IT, Support & Training

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

#7 All Inclusive Solution

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

Objectives

Enhanced Community Policing with the CRIMEWATCH Network:

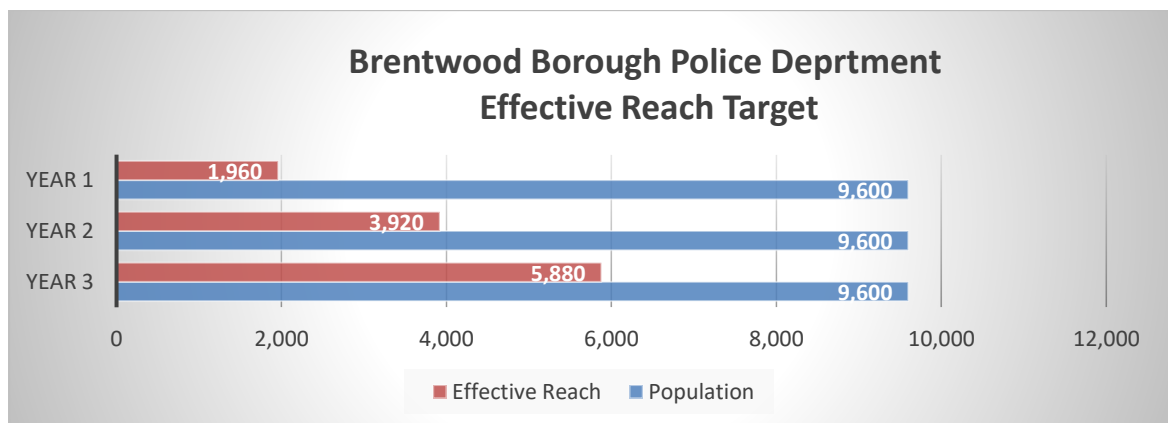
The CRIMEWATCH Network Municipal Police Partnership Program is designed to help partners achieve success by delivering the CRIMEWATCH Communications solution to strengthen the use of web, social and mobile platforms to share information and collect intelligence from the public. CRIMEWATCH is committed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

Included features:

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

Effective Reach Goals measuring public engagement:

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





Sales Order

Brentwood Borough Police Department CRIMEWATCH Network Deployment

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

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



Working Agreement

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

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

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

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

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

Date:

Client Signature / Date

Date: 12/23/2016

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



Stakeholder Information

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

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

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

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

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

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



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 14.d.
ACTION ITEM

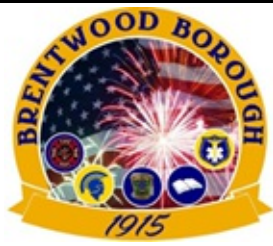
SUBJECT: Consider Grievance No. 13266 - [ACTION ITEM]

DATE: February 20, 2017

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

SUMMARY:

Personnel Matter. Was discussed in Executive Session.



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 14.e.
ACTION ITEM

SUBJECT: Consider Grievance No. 13271 - [ACTION ITEM]

DATE: February 20, 2017

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

SUMMARY:

Personnel Matter.

Was discussed during the Borough's Executive Session.



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 15.a.

SUBJECT: FYI - 2017 Brentwood Community Day is scheduled for Saturday, July 1, 2017

DATE: February 20, 2017



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 17.a.
ACTION ITEM

SUBJECT: Consider declining the proposal from Brandon Renzi to purchase property located at 3614 Brownsville Road (aka The Artman Building). [ACTION ITEM]

DATE: February 20, 2017

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

SUMMARY:

This is associated with the Borough exploring the option of purchasing the property located at 3614 Brownsville Road in order to demolish the structure and construct a new municipal building and associated parking lot.

BUDGET IMPACT:

This item would have additional costs in addition to the purchase price of \$350,000.00. These costs may include the following:

Legal Fees ~ \$5,000.00
Demolition Costs ~ \$200,000.00.
Geotechnical Study ~ \$7,000.00
School and County Taxes ~ \$7,600.00

Estimated total costs ~ \$570,000.00 to purchase, demo, and prepare site.

PROS:

Borough operations can continue in the existing building until a new building is constructed.

CONS:

Costs

ATTACHMENTS:

Description

01-17-17 Proposal_Artman Bld 350000

Upload Date

2/20/2017

Type

Cover Memo

Preliminary Acquisition Proposal for 3614 Brownsville Road

It is hereby understood by all parties involved that this is a preliminary proposal and breakdown of costs and needs associated with procuring a transaction between Brandon J. Renzi (seller) and Brentwood Borough (buyer) for the sale of the building located at 3614 Brownsville Road Pittsburgh, PA 15227, in conjunction with all the costs and expenses incurred to relocate the B.C. Artman & CO., INC real estate business and practice along with the contents of the construction business, warehouse, garages, storage, and loss of income from tenants.

Should buyer indicate an intent to move forward with the acquisition, buyer will retain the services of their attorney to draft a formal offer in writing for the sellers' review, which will include, but is not limited to the information contained herein? Said attorney fees for preparation and review to be made part of the buyers closing costs.

Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

Breakdown of Costs Associated with the Sale and Moving the Existing Real Estate Business:

Building Value

- Appraised value in 2014 was \$235,000 (by the boroughs choice of appraiser)
- Using the boroughs appraisal, and at an annualized 4% yearly appreciation rate for the greater Pittsburgh region, the estimated value without any improvements or increase in revenue would be \$264,343

Improvements since 2014

- Remodeled first floor office space
- Installed new boiler for office
- Install new furnace for garage
- Installed glass block windows in warehouse
- Complete renovation to upstairs apartment
- Remodeled apartment bathroom
- Renovations to warehouse and garage
- Increased rental revenue since the appraisal in 2014.
- Estimated value added from improvements and increased rental amounts \$30,000

Estimated Building Value with Improvements and Increased Revenue since 2014

- \$294,343

Moving and Relocating expenses

- Hire moving company for all office furniture, equipment, lumber, building material, filing cabinets, tools, appliances, and to empty warehouse. \$7500.
- Have Mt. Lebanon Office Furniture dismantle desks and reinstall at new location. May require new office furniture since the current furniture was customized to fit the existing office space. \$5000
- Annual cost for warehouse and storage facility. \$6000
- Cost to have IT Company remove all computers, server, router, phone system and surveillance equipment and reinstall /rewire at new location. \$9500
- Hauling and refuse disposal from warehouse, dumpster fees and garbage collection. Includes labor and material. \$2500

Loss of Revenue

- Anticipated loss of income during transition into a new location. Business Interruption of real estate services and a “shut-down” period. Loss of Customers for walk-in traffic, real estate sales, listings, leads, management and maintenance of new clientele until new location is established. \$30,000
- Loss of rents over the next 3 years. \$50,000

Branding for New Location

- Advertising expenses
- Signage alterations
- Website and Social Media changeover
- Letterhead, envelopes, promotional items, business cards, mailings.
- Takes time and money to notify clientele that our office which has been here to 60 years has moved to a new location.
- Cost of Branding new location. \$25,000

Settlement Fees and Closing Costs

- Seller will not be obligated to pay any transfer tax, borough fees, inspection fees, sewer lateral tests, occupancy inspections, as all costs associated with the sale or transaction will be the sole responsibility of the borough, as it is the borough’s intent to raze the building and therefore said inspections are moot.
- All settlement fees to be the responsibility of the borough including but not limited to sellers’ attorney fees, deed and document preparation, title insurance, notary fees, lien letters, wiring charges, recording fees, etc.

Tax Implication

- It is understood that seller may be responsible to pay income tax and long term capital gain tax on the sale of the property regardless of the source by which the sale occurred. Therefore, this will have to be evaluated by the sellers CPA to determine the amount of potential taxation, and whether or not the negotiated amount below is sufficient to cover these exorbitant costs.

Vacating Premise

- Seller shall have 1 year to remain in building, at no charge, after the settlement has taken place. During that period, seller will pay for the usage of their own utilities, and retain renters insurance for personal property and liability.
- Real estate taxes for the property will be the responsibility of the borough after the settlement has occurred.
- Seller will notify all tenants in the building that they will need to vacate within the same timeframe.
- Seller reserves the right to collect rent during the 1 year period or until the tenants have vacated.
- Seller reserves the right to remove any and all fixtures or personal property of their choosing from the building prior to vacating.

Relocation of Principal Business within Brentwood Borough:

It has always been my intention to remain within the community of the Brentwood Borough, as B.C. Artman & Co., INC has been here for 60 years. We have been a staple in the area and sponsor little league teams, support the local police, donate to the school, and operate a large portion of our management and sales business right here in Brentwood.

However, after reviewing available spaces for my office and business needs, my wishes for staying here in Brentwood, may not be an option as I will be handcuffed by deadlines and availability of commercial property. Thus, potentially causing several thousand dollars more in moving and storage costs, as my next move might need to be temporary before settling in to my next permanent location.

Conclusion of Proposal

Upon an extensive evaluation of the fixed and variable costs associated with the sale of the property located at 3614 Brownsville Road Pittsburgh, PA 15227, I have decided that in order to make this sale feasible for my companies and my employees, and to secure a new location, while transitioning and trying to establish a new foothold in a potentially new community, I will require a minimum acquisition amount of \$350,000

Sincerely
Brandon J. Renzi
Broker/Owner
B.C. Artman & Co., Inc.
3614 Brownsville Road
Pittsburgh, PA 15227



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 17.b.

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

DATE: February 20, 2017

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

SUMMARY:

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

Some facts associated with the Property include the following:

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

BUDGET IMPACT:

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

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

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

2017 Municipal Building Final Design

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

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

ATTACHMENTS:

Description

Upload Date

Type



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 17.c.

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

DATE: February 20, 2017

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

SUMMARY:

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

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

BUDGET IMPACT:

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

2017 Budget = \$235,000.00.

YTD = \$0.00

Proposed = \$14,900.00

Proposed = \$7,000.00

Proposed = \$2,000.00

Balance = \$211,100.00

The Borough obtained two Proposals:

Skelly and Loy = \$2,000.00

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

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

RECOMMENDATION:

To adequately evaluate the subject property Staff recommends that a Phase I Environmental Assessment be performed.

ATTACHMENTS:

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

January 23, 2017

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

Dear Mr. Zboyovsky:

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

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

1.0 BACKGROUND

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

2.0 PURPOSE

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

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

3.0 SCOPE OF SERVICES

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

3.1 Records Review

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

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

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

3.2 Site Reconnaissance

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

3.3 Interviews

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

3.4 Report

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

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

3.5 User (Client) Responsibilities

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

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

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

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

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

4.0 PROJECT COSTS

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

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

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

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

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

5.0 SCHEDULE

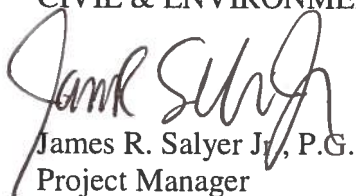
We anticipate being able to provide the Phase I ESA report to you within three weeks. Completion of this project as described is contingent upon CEC receiving the completed User Questionnaire, having ready access to all project areas, and receiving other pertinent information you have or can obtain.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

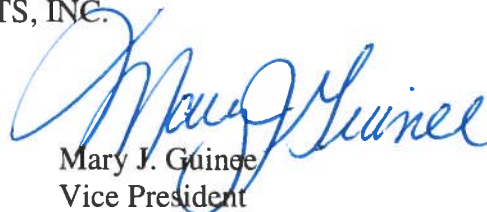
6.0 CLOSING

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

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.


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


Mary J. Guinee
Vice President

Enclosures

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

ATTACHMENT A

USER QUESTIONNAIRE

ASTM E 1527-13
USER QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proceedings Involving the Property: Do you know of:

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

What is your intended use for the property?

Prepared by: _____ (Printed Name)

Signature: _____

Date: _____

Company: _____

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

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

Attention: Jim Salyer (jsalyer@cecinc.com)

CEC Project: 170-393

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

ATTACHMENT B

TERMS AND CONDITIONS

SCHEDULE OF TERMS AND CONDITIONS ENVIRONMENTAL SERVICES

1.0 PROPOSAL ACCEPTANCE

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

2.0 WARRANTY

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

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

3.0 SUBCONTRACTED SERVICES

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

4.0 SERVICES OF OTHERS

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

5.0 SITE ACCESS AND SITE CONDITIONS

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

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

6.0 SAMPLES

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

7.0 BILLING AND PAYMENT

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

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

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

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

PNC Bank Routing #043000096

Bank Telephone Number: 412-762-1836

Civil & Environmental Consultants, Inc. – Account #2272405

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

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

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

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

8.0 REIMBURSABLE EXPENSES

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

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

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

9.0 DOCUMENTS

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

10.0 INSURANCE

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

11.0 EVOLVING TECHNOLOGIES

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

12.0 ALLOCATION OF RISK

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

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

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

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

- 12.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this AGREEMENT. In the event that CLIENT requests that CEC provide additional services, CLIENT's obligations under this section shall apply to such additional services as if such additional service had to be performed as part of this AGREEMENT.

13.0 CHANGES

- 13.1 Unforeseen Site Conditions: CLIENT reserves the right to make reasonable changes in the work to be performed after acceptance of this AGREEMENT. CLIENT understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 13.2 Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, and these changes affect our work, any and all liability against CEC arising out of such changes is waived and you assume full responsibility for such changes unless you have given us prior notice and have received from us written consent for such changes.
- 13.3 CLIENT Requested Changes: Upon receipt of a change requested by CLIENT, CEC will obtain price quotations from our subcontractors and shall provide CLIENT with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. CLIENT shall authorize the requested change by amending the contract price and contract time.

14.0 CONSTRUCTION OBSERVATION AND CONSTRUCTION MANAGEMENT SERVICES

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of the construction work as set forth in the PROPOSAL, then this section applies.

For the specified assignment, CEC will report observations and professional opinions to the CLIENT. No action of CEC or CEC's site representative can be construed as altering any agreement between the CLIENT and others. CEC will report any observed work to the CLIENT which, in CEC's professional opinion, does not conform with plans and specifications. CEC has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for the CLIENT. Furthermore, CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by the CLIENT to provide construction related services.

CEC will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction selected by any agent or agreement of the CLIENT, or safety precautions and programs incident thereto.

When CEC provides construction observation or management services on the job site during project construction, it is understood that, in accordance with generally accepted practices, the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel will not include review of the adequacy of the contractor's safety measures in, on or near the construction site.

CEC disclaims any and all responsibility and liability for damages that result from implementation of CEC's plans, specifications, or recommendations when CEC is not retained to observe such implementation.

15.0 NOTIFICATION OF HAZARDS

It is CLIENT's duty to notify us of any information CLIENT has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. CLIENT will advise CEC immediately of any information which CLIENT received regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact CEC's work products. CEC shall rely on CLIENT's notification of known or suspected hazards in defining Anticipated Hazardous Materials present while performing the work.

CEC and CLIENT agree that the discovery of Unanticipated Hazardous Materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CEC and CLIENT also agree that the discovery of Unanticipated Hazardous Materials may make it necessary for CEC to take immediate measures to protect health and safety. CLIENT agrees to compensate CEC for any equipment decontamination or other costs incident to the discovery or presence of Unanticipated Hazardous Materials.

CEC agrees to notify CLIENT when suspected Unanticipated Hazardous Materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies and third parties. CLIENT also agrees to hold CEC harmless for any and all consequences of disclosures made by CEC which are required by governing law. CEC agrees to inform CLIENT in advance of any disclosures that are required by governing law. In the event the project site is not owned by CLIENT, CLIENT agrees that, if disclosure to the property owner is required, CLIENT and not CEC shall have the responsibility for making such disclosure.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and save CEC harmless from any claim, liability (including but not limited to claims of a reduction (or possible reduction) in the value of property) and defense costs (including attorney and expert witness costs) for injury or loss resulting from CEC's discovery of Unanticipated Hazardous Materials. CLIENT is responsible for the disposal of all water, earth, sediment or other media, including samples taken by or on behalf of CEC, which contain Unanticipated Hazardous Materials. CLIENT shall be responsible for the cost of any required testing of Unanticipated Hazardous Materials.

16.0 DELAYS, SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

CEC does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site which may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site which may present a threat to human health, safety or the environment. CEC will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to CLIENT or those whom CLIENT designates. Notwithstanding the foregoing, you understand that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

17.0 RCRA COMPLIANCE

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

18.0 DELAYS

Delays not the fault of CEC or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the total project cost shall be equitably adjusted by the amount of such additional costs.

19.0 MEDIATION AND ARBITRATION

- 19.1 Scope of Clause: Any claim arising out of or related to this AGREEMENT, except claims which are specifically excluded from mediation and arbitration as set forth in the "Exclusions" paragraph of this section of the AGREEMENT, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. With the exception of the claims set forth in the "Exclusions" paragraph of this section of the AGREEMENT, the mediation and arbitration provisions of this section shall apply to any and all disputes between CLIENT and CEC which arise from or which are in any way related to this AGREEMENT, including, but not limited to, the interpretation of this AGREEMENT, the enforcement of its terms, and any acts, errors, or omissions of CEC in the performance of this AGREEMENT.
- 19.2 Notice of Dispute: Within forty-five (45) days of the occurrence of any incident, action, or failure to act upon which a claim for relief is based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and a citation of the appropriate portions of this AGREEMENT that authorize the relief requested. The Notice of Dispute requirement under this paragraph does not pertain to the claims excluded from mediation and arbitration as described in the "Exclusions" paragraph of this section of the AGREEMENT.
- 19.3 Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a resolution on behalf of each party. Attorneys representing the parties may not be present at this meeting. The Meet and Confer requirement under this paragraph does not pertain to the claims excluded from mediation and arbitration as described in the "Exclusions" paragraph of this section of the AGREEMENT.
- If, as a result of the parties having met and conferred, an agreement is reached resolving the dispute, the parties shall immediately execute an addendum to this AGREEMENT setting forth the terms of their agreement.
- 19.4 Facilitated Mediation: If no agreement is reached, or if the agreement does not resolve all of the issues encompassed by the Notice of Dispute, the parties shall resolve their claims by mediation

which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this AGREEMENT and the American Arbitration Association. The Request for Mediation may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

- 19.5 Fees and Location: The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Pittsburgh, Pennsylvania, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 19.6 Arbitration: Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the paragraphs set forth above. Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.
- 19.7 Demand for Arbitration: A demand for arbitration shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.
- 19.8 Limitation on Consolidation or Joinder: Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, any person or entity not a party to this AGREEMENT under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (3) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- 19.9 Claims and Timely Assertion of Claims: The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.
- 19.10 Judgment on Final Award: The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 19.11 Non-Admissibility and Confidentiality: The Meet and Confer and the Facilitated Mediation are conducted under the provision that evidence may not be introduced at any later proceeding of any communication, statement, document provided, expert opinion, expert report, or offer to compromise

unless such was made, provided, or disposed outside of, and not in connection with, the Meet and Confer or Facilitated Mediation. Under no circumstances may the mediator, or any documents created or maintained by the mediation, be subpoenaed, nor shall the mediator testify in any subsequent proceedings.

All communications, statements, documents provided, expert opinions, expert reports, or offers to compromise are confidential and may not be disclosed without the written consent of the party making the statement or offering the information.

- 19.12 Cross-Claims: If a party contends that all or part of a claim described in the Notice of Dispute is offset by a cross-claim, or if a party contends that it has a claim which arises out of the same factors upon which the Notice of Claim is based, the party must, within seven days after receipt of the Notice of Claim, provide a written Notice of Cross-claim setting forth the same information as required in a Notice of Claim. The cross-claim shall be resolved in the Meet and Confer or the Facilitated Mediation in the same manner as the claim described in the Notice of Dispute.

Any agreement reached in the Meet and Confer or the Facilitated Mediation shall bar the later assertion in any action, arbitration, or other proceeding of any cross-claim which was required to be asserted by this section unless the parties' written resolution agreement explicitly reserves such cross-claim.

- 19.13 Exclusions: The mediation and arbitration provisions of this section **do not apply** to claims which arise out of or relate to disputes between CEC and CLIENT concerning amounts owed CEC for performance of services and/or disputes between CEC and CLIENT concerning the payment of CEC's invoices as provided in the "Billing and Payments" section of this AGREEMENT. Rather, CEC and CLIENT agree that any court of record of Allegheny County, Pennsylvania, shall have jurisdiction and venue over any claims excluded from mediation and arbitration as provided herein.

20.0 MISCELLANEOUS

- 20.1 Controlling Law: The law of the Commonwealth of Pennsylvania will govern the validity of these TERMS, their interpretation and performance, as well as the contract entered into between the parties to which these TERMS relate. If any part of this AGREEMENT shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.
- 20.2 Attorneys' Fees: If any action or arbitration or other proceeding is commenced to enforce any of the terms of this AGREEMENT, the performance thereof, or of any other judgment embodying any of its provisions, the prevailing party shall be awarded reasonable attorneys' fees, costs, and expenses in addition to any other relief granted.
- 20.3 Severability/Integration/Modification: This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this AGREEMENT.

This AGREEMENT may not be modified or altered, except by an agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this AGREEMENT.

- 20.4 Definition of Hazardous Materials: The term Hazardous Materials shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including, but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever and shall include, but not be limited to, those substances defined, designated, or listed in Section 4004 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)) or as defined, designated, or listed under any other federal, state, or local law, regulation, or ordinance concerning hazardous wastes, toxic substances, or pollution.
- 20.5 Definition of Biological Pollutants: The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-products of any such biological organisms.
- 20.6 Waste Manifests: If during remedial construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or agrees to provide CEC with a written limited power of attorney to sign manifests.

21.0 DESIGN/BUILD SERVICES

If CLIENT requests CEC-led design-build services, those design-build services will be performed in accordance with separate terms and conditions that specifically address design-build services.

22.0 BIOLOGICAL POLLUTANTS

CEC's scope of services, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. CLIENT agrees that CEC will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, CLIENT will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by CEC's sole negligence.

23.0 CONSENT TO ASSIGNMENT

CLIENT and CEC, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of these TERMS. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in these TERMS without the prior written consent of the other party, including, but not limited to (a) any interest in the proceeds of these TERMS, or any proceeds of claims arising from or under these TERMS; (b) any claims, causes of action or rights against the other party arising from or under these TERMS; (c) the control of claims or causes of action against the other party arising from or under these TERMS; and (d) any proceeds from claims or causes of action as security, collateral, or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of these TERMS for any reason and shall remain enforceable between parties.

24.0 TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if the CLIENT suspends the work for more than three (3) months. In the event of termination, CEC will be paid for services performed prior to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records and report necessary to document job status at the time of termination.

25.0 FILE RETENTION

After this project is concluded, our file on the project will be closed. All documents and information within the project file will be retained by CEC, and may be sent offsite for storage. Unless you make other arrangements with us, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

END OF TERMS AND CONDITIONS



January 23, 2017

Mr. George Zboyovski, P.E., Borough Manager
Brentwood Borough
3624 Brownsville Road
Pittsburgh, Pennsylvania, 15227

RE: Snee Dairy Property
Parcel ID: 188-F-95 & 188-F-97
3735 Brownsville Road
Brentwood Borough
Allegheny County, Pennsylvania
Phase I Environmental Site Assessment

Dear Mr. Zboyovski:

Skelly and Loy, Inc. is pleased to provide this proposal to perform a Phase I Environmental Site Assessment (ESA) at the referenced site. Site boundaries are defined by mapping using Google Earth and the Allegheny County GIS Data Viewer, which identifies parcels 188-F-95 and 188-F-97 as the subject property. The purposes of a Phase I ESA are to:

- Identify readily identifiable environmental conditions that might affect the current or future use or value of the property;
- Recommend appropriate actions relative to readily identifiable environmental conditions that may be found during the ESA; and
- Satisfy a portion of the due diligence requirements as they pertain to the transfer of commercial and/or industrial real estate properties with regard to the potential liabilities associated with the Comprehensive Environmental Resource Conservation Liability Act (CERCLA) and/or the Resource Conservation Recovery Act (RCRA).

SCOPE OF WORK

Skelly and Loy will complete a Phase I ESA for the site in accordance with the scope and limitations of the American Society for Testing and Materials (ASTM) Practice E 1527-13 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process." The assessment will include research into readily available historical and regulatory documents relating to past use of the site and surrounding properties, and interviews with persons knowledgeable of the past ownership and use of the land and with local officials regarding possible environmental conditions that might affect the site. It will also include a site reconnaissance to inspect the current condition of the site. ASTM search radii will be used in conducting the historical research.

COST ESTIMATE

Skelly and Loy will complete a Phase I ESA for the referenced property located in Pittsburgh, Pennsylvania, on a fixed cost basis, in accordance with the guidelines of ASTM E-1527-13, for the cost of \$2,000.00. This work will be completed pursuant to the attached *Professional Services Standard Terms and Conditions*. **The price will remain valid for 90 days; if the project is not started within this time period, Skelly and Loy reserves the right to withdraw this offer and resubmit.**

This estimate assumes the following:

- Client will arrange for unrestricted access to all portions of the property to be assessed for Skelly and Loy staff as necessary throughout the Phase I ESA process; Skelly and Loy staff will not enter private properties owned by others without a written right-of-entry agreement executed by the client;
- Client will make available to Skelly and Loy a list of names and phone numbers of interviewees that are knowledgeable of the current and former site operations;
- Client will provide to Skelly and Loy a location map and a site plan showing the extent of the property to be assessed in the event that the enclosed site figure is incorrect or requires editing;
- The Pennsylvania Department of Environmental Protection (PADEP) can schedule the regulatory file reviews less than four weeks from the client-mandated deliverable date of the final Phase I ESA report; otherwise, the final report will not include a file review and will reference that this exception to standard practice is due to project schedule constraints;
- The site reconnaissance can be completed in one day by one Skelly and Loy professional; and
- A deed review, title search, and environmental lien search will not be performed under this scope of work.

SCHEDULE

At this time, Skelly and Loy does not anticipate the completion of this project will require an expedited completion/delivery. Skelly and Loy can begin the site reconnaissance immediately upon receipt of the fully executed contract and the anticipated schedule for this project is outlined as follows:

Activity:

Site Reconnaissance
Historical Review/Interviews
Regulatory Database Review
Final Report Submittal

Completed By:

Within 1 week of notice to proceed
Within 2 weeks of notice to proceed
Not anticipated within required timeframe
Within 3 weeks of notice to proceed

Mr. George Zboyovski, P.E.

January 23, 2017

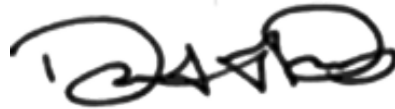
Page 3

Skelly and Loy proposes to provide the professional services described herein in accordance with the attached *Professional Services Standard Terms and Conditions*. This price proposal will remain valid for 90 days; if the project is not started within this time period, Skelly and Loy reserves the right to withdraw this offer and resubmit at prevailing rates. If you are in agreement with the scope of work and the contract terms and conditions, please execute both copies of the attached *Professional Services Standard Terms and Conditions* by initialing the front page where indicated and completing and signing the back page. Please return both executed copies to my attention, and we will return one fully executed copy to you for your records. Your returned countersigned copy will constitute our full and complete agreement.

If you have any questions or require additional information, please contact me on my cell at (412) 327- 3320 or by e-mail ddavis@skellyloy.com.

Sincerely,

SKELLY and LOY, Inc.

A handwritten signature in black ink, appearing to read 'D. Davis', with a stylized flourish at the end.

Daniel J. Davis
Environmental Project Manager

DJD/JTM/krm

Enclosures

cc: R17-0051.P00

File: 2017-1-23 Snee Diary Phase I ESA Proposal

SKELLY AND LOY, INC.
PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions set forth herein are part of the attached Proposal (the "Proposal") for the performance of engineering or environmental services and all supplements to the Proposal. In the event of any inconsistencies, the terms of the Proposal shall take precedence over these Standard Terms and Conditions.

on receipt by CLIENT of an invoice without retainage, and payment will not be contingent on receipt by CLIENT of funds from third parties.

Applicable Contract Type

- ☒ fixed fee \$2,000.00
☐ time and materials
☐ applicable retainer to be applied to last invoice
_____ % \$ _____
(must check 1 above)

Applicable Billing Method

- ☒ monthly billing
☐ per attached schedule
☐ % of completion

(must check 1 above)

1. **GENERAL:** SKELLY and LOY, Inc. (hereinafter referred to as "Skelly and Loy") shall provide for CLIENT professional engineering or environmental services in all phases of the project to which the Proposal applies (the "Project"). Skelly and Loy's professional services will be performed with the care and skill ordinarily used by members of Skelly and Loy's profession practicing under similar conditions at the same time and in the same locality. The warranties and liabilities set forth herein are in lieu of all other warranties and liabilities expressed or implied in law or in fact.

2. **CLIENT'S OBLIGATION:** To assist Skelly and Loy in performance of the services hereunder, CLIENT shall (a) cooperate in every reasonable manner with Skelly and Loy and provide all available material, data and information which pertains to the Project, including all criteria, design, and construction standards and all other information relating to Skelly and Loy's requirements for the project; (b) consult with Skelly and Loy; (c) permit Skelly and Loy reasonable access to CLIENT'S location(s); (d) secure and provide all permits and licenses necessary for the performance of services hereunder at CLIENT'S facility(ies); and (e) provide prompt written notice of any defects or suspected defects in Skelly and Loy's performance. Skelly and Loy shall be entitled to rely on the information provided by CLIENT.

3. **PROFESSIONAL LIABILITY:** To the fullest extent permitted by law, Skelly and Loy's total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or the Proposal from any cause or causes, including, but not limited to, Skelly and Loy's negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed the total of Skelly and Loy's professional liability insurance. Skelly and Loy will submit to CLIENT a certificate of insurance indicating coverage limits and shall carry a clause requiring thirty (30) days written notice to CLIENT of cancellation. Notwithstanding any other provision herein, Skelly and Loy shall not be responsible for any incidental, indirect or consequential damages (including loss of profits) incurred by CLIENT or any third party occasioned by services performed hereunder or by application or use of reports or other work performed hereunder.

4. **BUILDERS RISK COVERAGE:** Should CLIENT obtain a builder's risk policy for the construction phase of this Project, CLIENT shall name Skelly and Loy as an additional insured and provide Skelly and Loy with proof of coverage.

5. **INDEMNIFICATION:** CLIENT will indemnify and hold harmless Skelly and Loy, its officers, directors, shareholders or agents, employees, consultants and subcontractors from and against any and all liabilities, damages or expenses, including, without limitation, any and all legal costs and expenses, whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless or intentional acts or omissions by CLIENT, its officers, directors, shareholders, agents, employees, consultants and contractors, or one for whom they are liable whether said acts or omissions are negligent, reckless, intentional or unintentional. In the event that the CLIENT fails or refuses to indemnify Skelly and Loy hereunder, then in addition to all other damages and costs and upon an adjudication in favor of Skelly and Loy, CLIENT shall be responsible for any and all costs associated with bringing such claim for indemnity, including but not limited to attorneys fees, expert fees, and court costs.

6. **PAYMENT OF INVOICES:**

6.1 Invoices will be submitted by Skelly and Loy as follows. Payments will be due and payable in full

6.2 CLIENT shall notify Skelly and Loy in writing within ten (10) days after receipt of an invoice if any aspect of the invoice is in dispute. CLIENT agrees to pay all charges not in dispute promptly upon receipt of the invoice. CLIENT agrees that Skelly and Loy has the right to suspend or terminate service without prior notice if charges are not paid within 30 days after receipt of an invoice from Skelly and Loy, and CLIENT agrees to waive any claim against Skelly and Loy, and to indemnify, defend and hold harmless Skelly and Loy from and against any claims arising from Skelly and Loy's suspension or termination of work by Skelly and Loy because of CLIENT'S failure to provide timely payment.

6.3 If fees are not paid in full within thirty (30) days of the date of the invoice, Skelly and Loy reserves the right to pursue all remedies, including withdrawing certifications and retaining all documents without recourse.

6.4 If at any time an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of 1½% per month will be charged on past-due accounts from the date of the invoice. CLIENT agrees to indemnify and hold harmless Skelly and Loy from and against any and all reasonable fees, expenses, and costs incurred by Skelly and Loy in its efforts to collect and enforce payment of accounts that have not been paid when due.

6.5 All invoicing will be substantiated by Skelly and Loy cost record sheets and work order system. Time spent in additional detailing of invoices at the CLIENT'S request is considered extra effort on the Project and will be invoiced as additional work along with any related cost of making copies and reproductions.

7. **DELAYS AND FORCE MAJEURE:** CLIENT hereby releases and holds Skelly and Loy harmless for damages or delays in performance caused by acts of God, acts and/or omissions of federal, state, and local governmental authorities and regulatory agencies, or other events which are beyond the reasonable control of Skelly and Loy. Should such acts or events occur, it is agreed that Skelly and Loy shall use reasonable means to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the services covered by this Agreement. Skelly and Loy shall be compensated for any reasonable expenses arising out of such a delay or force majeure event.

8. **OWNERSHIP, MAINTENANCE, AND USE OF DOCUMENTS:** All materials resulting from Skelly and Loy's efforts on this Project, including documents, calculations, maps, photographs, drawings, any and all information transferred through electronic media, word processing or computer diskettes, computer printouts, notes, samples, specimens, and any other pertinent printed, stored, or transmitted data are instruments of Skelly and Loy's service. Skelly and Loy shall have the right to retain copies of all such instruments of service. All reports and other materials resulting from Skelly and

Loy's efforts are not intended or represented to be suitable for reuse or on extensions or modifications of this Project or any other project. Use of said reports or other materials by CLIENT on such extensions, modifications, or other projects without written permission or adaptation by Skelly and Loy for the specific purpose intended shall be at the user's sole risk, without liability on Skelly and Loy's part and CLIENT shall indemnify, defend, and hold harmless Skelly and Loy from damages and claims arising out of unauthorized use. Unless restricted by the terms of a Confidentiality Agreement, Skelly and Loy reserves the right to use photographs with respect to the Project for the purpose of Skelly and Loy's promotional materials, including but not limited to Skelly and Loy's Web site, brochure, and corporate newsletters.

9. **PATENTS AND CONFIDENTIAL INFORMATION:** Skelly and Loy shall retain all right and title to all patentable and unpatentable inventions including confidential know-how and software developed by Skelly and Loy hereunder in its field of expertise.

10. **SITE INFORMATION:** If requested by Skelly and Loy, CLIENT shall locate for Skelly and Loy and shall assume responsibility for the accuracy of its representations as to the locations of all installations and underground utilities. In such event, Skelly and Loy will not be responsible for damage to any such utilities or installations not so located.

11. **DISPOSAL OF HAZARDOUS WASTE SAMPLES AND CONTAMINATED EQUIPMENT:**

11.1 All samples of hazardous contaminants are the property and responsibility of CLIENT and shall be returned to CLIENT at the end of the Project for proper disposal. Alternate arrangements to ship such samples directly to a permitted hazardous waste or other appropriate disposal facility may be made at CLIENT'S request, responsibility, and expense.

11.2 All laboratory and field equipment that cannot readily and adequately be decontaminated shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to turn such equipment directly over to a permitted hazardous waste or other appropriate disposal facility may be made at CLIENT'S request, responsibility, and expense.

11.3 CLIENT agrees to indemnify and hold Skelly and Loy harmless from and against all loss, damage, and expense arising out of the disposal of all such samples and equipment, except to the extent caused by the negligent or willful misconduct of Skelly and Loy.

12. **NO THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than CLIENT and Skelly and Loy.

13. **HOURLY RATES FOR PROFESSIONAL AND TECHNICAL STAFF:** The following range of hourly rates will be charged to CLIENT and are valid through April 1, 2017:

Senior Advisor	\$175-\$190
Principal Engineer/Scientist	\$140-\$160
Senior Engineer/Scientist	\$110-\$135
Staff Engineer/Scientist	\$75-\$105
Field Engineer/Scientist/Technician	\$60-\$85
GIS/CADD Technician	\$85-\$100
Junior Technician	\$35-\$45
Project Support	\$50-\$60

Litigation services and international projects are subject to a 25% markup. Litigation services include, but are not limited to, research, depositions, and expert testimony.

Client Authorized Representative _____
(Please Initial)
Skelly and Loy Authorized Representative _____

14. **EXPENSES:** Other direct project costs are billed at actual or a standard rate as outlined below.

Subcontracted Services - Cost plus a 10% management fee

Out-of-Pocket Expenses - Cost

Mileage for Two-Wheel Drive Vehicles - IRS allowable rate

Four-Wheel Drive Vehicles - \$0.65 per mile

Service Truck Rental - \$34.50/day + \$0.65/mile

GPS - \$20.00 per hour

Black-and-White Photocopies - \$0.12 per copy

Color Photocopies - \$0.45 per copy

Report Bindings - \$2.00 per book/volume

Outsourced Printing Expenses - Cost

Black-and-White Plotting and Blue-line Reproduction - \$0.50 per square foot

Regular Color Plotting - \$0.75 per square foot

Glossy Color Plotting - \$1.00 per square foot

Geo-Environmental and AMS Service Groups Instrumentation and Equipment - per the attached schedule if applicable to the project.

15. **CONTRACT MODIFICATIONS:** Any contracts with greater than one-year term are subject to renegotiation at the expiration of the anniversary of the contract. Any changes in the terms and conditions of this agreement shall be effective only when incorporated as a written amendment to this agreement.

16. **ENTIRE AGREEMENT:** The proposal, including Standard Terms and Conditions, drawings, plans, plats, and exhibits attached thereto, set forth the entire understanding and agreement between the parties with respect to the Project and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The documentation described in the prior sentence supersedes all prior

documents, agreements, and understandings between the parties with respect to the Proposal.

17. **GOVERNING LAW:** This Agreement and the terms and conditions of the Proposal shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without application of its choice of law provisions. Any action arising out of the work performed pursuant to this agreement and/or proposal must be brought either in the Court of Common Pleas of Dauphin County, Pennsylvania, or the U.S. Middle District of Pennsylvania which shall have exclusive jurisdiction and venue. Participation in mediation shall be a condition precedent to the filing of any litigation. A demand for mediation shall be filed with the other parties. Unless the parties otherwise agree, the mediation shall be governed by the American Arbitration Association. Should Skelly and Loy prevail in any litigation, it shall be entitled to recover its costs, including reasonable attorneys fees, expert fees, and expenses.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date CLIENT accepts attached Proposal.

Name of Client

By: _____
Authorized Representative (Please Sign)

Name (Please Print)

Title

Date

e-mail address
(For use internally by Skelly and Loy only)

Street Address:

Billing Address:

Telephone Number: _____

SKELLY AND LOY, INC.

By: _____
Authorized Representative

Name

Title

Date

Street Address:

Suite 300, 449 Eisenhower Boulevard

Harrisburg, Pennsylvania 17111

717-232-0593

Proposal No.: R17-0051.P00

Prepared By: JTM **Date:** 1-23-17

Project Manager: Jason T. McCabe

Estimated Contract Value: \$2,000.00

Standard Terms and Conditions are valid only when signed by an Associate or Officer of Skelly and Loy, Inc.

SKELLY AND LOY, INC.
PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions set forth herein are part of the attached Proposal (the "Proposal") for the performance of engineering or environmental services and all supplements to the Proposal. In the event of any inconsistencies, the terms of the Proposal shall take precedence over these Standard Terms and Conditions.

on receipt by CLIENT of an invoice without retainage, and payment will not be contingent on receipt by CLIENT of funds from third parties.

Applicable Contract Type

- ☒ fixed fee \$2,000.00
☐ time and materials
☐ applicable retainer to be applied to last invoice
_____ % \$ _____
(must check 1 above)

Applicable Billing Method

- ☒ monthly billing
☐ per attached schedule
☐ % of completion

(must check 1 above)

1. **GENERAL:** SKELLY and LOY, Inc. (hereinafter referred to as "Skelly and Loy") shall provide for CLIENT professional engineering or environmental services in all phases of the project to which the Proposal applies (the "Project"). Skelly and Loy's professional services will be performed with the care and skill ordinarily used by members of Skelly and Loy's profession practicing under similar conditions at the same time and in the same locality. The warranties and liabilities set forth herein are in lieu of all other warranties and liabilities expressed or implied in law or in fact.

2. **CLIENT'S OBLIGATION:** To assist Skelly and Loy in performance of the services hereunder, CLIENT shall (a) cooperate in every reasonable manner with Skelly and Loy and provide all available material, data and information which pertains to the Project, including all criteria, design, and construction standards and all other information relating to Skelly and Loy's requirements for the project; (b) consult with Skelly and Loy; (c) permit Skelly and Loy reasonable access to CLIENT'S location(s); (d) secure and provide all permits and licenses necessary for the performance of services hereunder at CLIENT'S facility(ies); and (e) provide prompt written notice of any defects or suspected defects in Skelly and Loy's performance. Skelly and Loy shall be entitled to rely on the information provided by CLIENT.

3. **PROFESSIONAL LIABILITY:** To the fullest extent permitted by law, Skelly and Loy's total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or the Proposal from any cause or causes, including, but not limited to, Skelly and Loy's negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed the total of Skelly and Loy's professional liability insurance. Skelly and Loy will submit to CLIENT a certificate of insurance indicating coverage limits and shall carry a clause requiring thirty (30) days written notice to CLIENT of cancellation. Notwithstanding any other provision herein, Skelly and Loy shall not be responsible for any incidental, indirect or consequential damages (including loss of profits) incurred by CLIENT or any third party occasioned by services performed hereunder or by application or use of reports or other work performed hereunder.

4. **BUILDERS RISK COVERAGE:** Should CLIENT obtain a builder's risk policy for the construction phase of this Project, CLIENT shall name Skelly and Loy as an additional insured and provide Skelly and Loy with proof of coverage.

5. **INDEMNIFICATION:** CLIENT will indemnify and hold harmless Skelly and Loy, its officers, directors, shareholders or agents, employees, consultants and subcontractors from and against any and all liabilities, damages or expenses, including, without limitation, any and all legal costs and expenses, whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless or intentional acts or omissions by CLIENT, its officers, directors, shareholders, agents, employees, consultants and contractors, or one for whom they are liable whether said acts or omissions are negligent, reckless, intentional or unintentional. In the event that the CLIENT fails or refuses to indemnify Skelly and Loy hereunder, then in addition to all other damages and costs and upon an adjudication in favor of Skelly and Loy, CLIENT shall be responsible for any and all costs associated with bringing such claim for indemnity, including but not limited to attorneys fees, expert fees, and court costs.

6. **PAYMENT OF INVOICES:**

6.1 Invoices will be submitted by Skelly and Loy as follows. Payments will be due and payable in full

6.2 CLIENT shall notify Skelly and Loy in writing within ten (10) days after receipt of an invoice if any aspect of the invoice is in dispute. CLIENT agrees to pay all charges not in dispute promptly upon receipt of the invoice. CLIENT agrees that Skelly and Loy has the right to suspend or terminate service without prior notice if charges are not paid within 30 days after receipt of an invoice from Skelly and Loy, and CLIENT agrees to waive any claim against Skelly and Loy, and to indemnify, defend and hold harmless Skelly and Loy from and against any claims arising from Skelly and Loy's suspension or termination of work by Skelly and Loy because of CLIENT'S failure to provide timely payment.

6.3 If fees are not paid in full within thirty (30) days of the date of the invoice, Skelly and Loy reserves the right to pursue all remedies, including withdrawing certifications and retaining all documents without recourse.

6.4 If at any time an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of 1½% per month will be charged on past-due accounts from the date of the invoice. CLIENT agrees to indemnify and hold harmless Skelly and Loy from and against any and all reasonable fees, expenses, and costs incurred by Skelly and Loy in its efforts to collect and enforce payment of accounts that have not been paid when due.

6.5 All invoicing will be substantiated by Skelly and Loy cost record sheets and work order system. Time spent in additional detailing of invoices at the CLIENT'S request is considered extra effort on the Project and will be invoiced as additional work along with any related cost of making copies and reproductions.

7. **DELAYS AND FORCE MAJEURE:** CLIENT hereby releases and holds Skelly and Loy harmless for damages or delays in performance caused by acts of God, acts and/or omissions of federal, state, and local governmental authorities and regulatory agencies, or other events which are beyond the reasonable control of Skelly and Loy. Should such acts or events occur, it is agreed that Skelly and Loy shall use reasonable means to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the services covered by this Agreement. Skelly and Loy shall be compensated for any reasonable expenses arising out of such a delay or force majeure event.

8. **OWNERSHIP, MAINTENANCE, AND USE OF DOCUMENTS:** All materials resulting from Skelly and Loy's efforts on this Project, including documents, calculations, maps, photographs, drawings, any and all information transferred through electronic media, word processing or computer diskettes, computer printouts, notes, samples, specimens, and any other pertinent printed, stored, or transmitted data are instruments of Skelly and Loy's service. Skelly and Loy shall have the right to retain copies of all such instruments of service. All reports and other materials resulting from Skelly and

Loy's efforts are not intended or represented to be suitable for reuse or on extensions or modifications of this Project or any other project. Use of said reports or other materials by CLIENT on such extensions, modifications, or other projects without written permission or adaptation by Skelly and Loy for the specific purpose intended shall be at the user's sole risk, without liability on Skelly and Loy's part and CLIENT shall indemnify, defend, and hold harmless Skelly and Loy from damages and claims arising out of unauthorized use. Unless restricted by the terms of a Confidentiality Agreement, Skelly and Loy reserves the right to use photographs with respect to the Project for the purpose of Skelly and Loy's promotional materials, including but not limited to Skelly and Loy's Web site, brochure, and corporate newsletters.

9. **PATENTS AND CONFIDENTIAL INFORMATION:** Skelly and Loy shall retain all right and title to all patentable and unpatentable inventions including confidential know-how and software developed by Skelly and Loy hereunder in its field of expertise.

10. **SITE INFORMATION:** If requested by Skelly and Loy, CLIENT shall locate for Skelly and Loy and shall assume responsibility for the accuracy of its representations as to the locations of all installations and underground utilities. In such event, Skelly and Loy will not be responsible for damage to any such utilities or installations not so located.

11. **DISPOSAL OF HAZARDOUS WASTE SAMPLES AND CONTAMINATED EQUIPMENT:**

11.1 All samples of hazardous contaminants are the property and responsibility of CLIENT and shall be returned to CLIENT at the end of the Project for proper disposal. Alternate arrangements to ship such samples directly to a permitted hazardous waste or other appropriate disposal facility may be made at CLIENT'S request, responsibility, and expense.

11.2 All laboratory and field equipment that cannot readily and adequately be decontaminated shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to turn such equipment directly over to a permitted hazardous waste or other appropriate disposal facility may be made at CLIENT'S request, responsibility, and expense.

11.3 CLIENT agrees to indemnify and hold Skelly and Loy harmless from and against all loss, damage, and expense arising out of the disposal of all such samples and equipment, except to the extent caused by the negligent or willful misconduct of Skelly and Loy.

12. **NO THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than CLIENT and Skelly and Loy.

13. **HOURLY RATES FOR PROFESSIONAL AND TECHNICAL STAFF:** The following range of hourly rates will be charged to CLIENT and are valid through April 1, 2017:

Senior Advisor	\$175-\$190
Principal Engineer/Scientist	\$140-\$160
Senior Engineer/Scientist	\$110-\$135
Staff Engineer/Scientist	\$75-\$105
Field Engineer/Scientist/Technician	\$60-\$85
GIS/CADD Technician	\$85-\$100
Junior Technician	\$35-\$45
Project Support	\$50-\$60

Litigation services and international projects are subject to a 25% markup. Litigation services include, but are not limited to, research, depositions, and expert testimony.

Client Authorized Representative _____
(Please Initial)
Skelly and Loy Authorized Representative _____

14. **EXPENSES:** Other direct project costs are billed at actual or a standard rate as outlined below.

Subcontracted Services - Cost plus a 10% management fee

Out-of-Pocket Expenses - Cost

Mileage for Two-Wheel Drive Vehicles - IRS allowable rate

Four-Wheel Drive Vehicles - \$0.65 per mile

Service Truck Rental - \$34.50/day + \$0.65/mile

GPS - \$20.00 per hour

Black-and-White Photocopies - \$0.12 per copy

Color Photocopies - \$0.45 per copy

Report Bindings - \$2.00 per book/volume

Outsourced Printing Expenses - Cost

Black-and-White Plotting and Blue-line Reproduction - \$0.50 per square foot

Regular Color Plotting - \$0.75 per square foot

Glossy Color Plotting - \$1.00 per square foot

Geo-Environmental and AMS Service Groups Instrumentation and Equipment - per the attached schedule if applicable to the project.

15. **CONTRACT MODIFICATIONS:** Any contracts with greater than one-year term are subject to renegotiation at the expiration of the anniversary of the contract. Any changes in the terms and conditions of this agreement shall be effective only when incorporated as a written amendment to this agreement.

16. **ENTIRE AGREEMENT:** The proposal, including Standard Terms and Conditions, drawings, plans, plats, and exhibits attached thereto, set forth the entire understanding and agreement between the parties with respect to the Project and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The documentation described in the prior sentence supersedes all prior

documents, agreements, and understandings between the parties with respect to the Proposal.

17. **GOVERNING LAW:** This Agreement and the terms and conditions of the Proposal shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without application of its choice of law provisions. Any action arising out of the work performed pursuant to this agreement and/or proposal must be brought either in the Court of Common Pleas of Dauphin County, Pennsylvania, or the U.S. Middle District of Pennsylvania which shall have exclusive jurisdiction and venue. Participation in mediation shall be a condition precedent to the filing of any litigation. A demand for mediation shall be filed with the other parties. Unless the parties otherwise agree, the mediation shall be governed by the American Arbitration Association. Should Skelly and Loy prevail in any litigation, it shall be entitled to recover its costs, including reasonable attorneys fees, expert fees, and expenses.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date CLIENT accepts attached Proposal.

Name of Client

By: _____
Authorized Representative (Please Sign)

Name (Please Print)

Title

Date

e-mail address
(For use internally by Skelly and Loy only)

Street Address:

Billing Address:

Telephone Number: _____

SKELLY AND LOY, INC.

By: _____
Authorized Representative

Name

Title

Date

Street Address:

Suite 300, 449 Eisenhower Boulevard

Harrisburg, Pennsylvania 17111

717-232-0593

Proposal No.: R17-0051.P00

Prepared By: JTM **Date:** 1-23-17

Project Manager: Jason T. McCabe

Estimated Contract Value: \$2,000.00

Standard Terms and Conditions are valid only when signed by an Associate or Officer of Skelly and Loy, Inc.



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 17.d.

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

DATE: February 20, 2017

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

SUMMARY:

This item is associated with the municipal building project. The Borough is continuing to do its due diligence in terms of evaluating the viability of the property at 3735 Brownsville Road. In order to ensure that the foundation of the building is suitable designed, it is prudent to perform test borings to determine the profile of the subsurface soils. The Gateway Engineers is proposing to contract with a vendor to drill two test holes. This firm will subsequently perform an internal analysis of soil conditions, drainage, etc.

BUDGET IMPACT:

It is estimated that the subcontractor's fees for the two bored holes will amount to \$2,600. Soil analysis will cost approximately \$4,400. The total not-to-exceed amount of \$7,000 would be paid from Capital Improvement Fund Line Item 18-409-317: Engineering & Architectural Services.

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

2017 Budget = \$235,000.00.

YTD = \$0.00

Proposed = \$14,900.00

Proposed = \$7,000.00

Proposed = \$2,000.00

Balance = \$211,100.00

RECOMMENDATION:

To ensure the site is adequate to construct a new building foundation, it is recommended that a geo-technical Investigation and study be performed.

ATTACHMENTS:

Description

Upload Date

Type

February 10, 2017

Project Name: Preliminary Geotechnical Investigation
Snee Dairy Site

Project Number: C-40000-2017

Project Location: Brownsville Road, Brentwood Borough, Allegheny County, Pennsylvania

Work to be Performed

Gateway shall conduct a preliminary geotechnical investigation, with two test borings drilled at the front of the site as the remainder is presently occupied by a building, to evaluate subsurface conditions at the site and provide preliminary foundation considerations for the proposed future Municipal Building. Gateway's work will be supplemented by a drilling contractor. We recommend that additional borings be completed after the existing building has been demolished to evaluate subsurface conditions in the remainder of the site.

Fee Schedule

The above Work to be Performed for the preliminary investigation will be billed on a time and materials basis and completed for approximately \$4,400. The fees related to the drilling contractor's work are estimated to be \$2,600. Thus, the estimate for the entire investigation is \$7,000. Invoicing will occur monthly in accordance with the previously submitted hourly rate schedule, which will be in effect through the end of this calendar year.

Our fees will not exceed \$7,000.00 without submitting and receiving another signed Work Authorization prior to continuing our work.

Richard D. Minsterman, P.E.
Principal in Charge

Joseph P. Fagan, P.E.
Project Manager

Acceptance

I/We, the undersigned, accept this proposal as outlined above.

Company: Brentwood Borough

Attention: President of Council

Print Name: _____

Date: _____

Signature: _____

Upon acceptance and
completion of this form,
return the signed proposal.

RETURN



BOROUGH COUNCIL INFORMATIONAL SHEET
AGENDA ITEM 17.e.

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

DATE: February 20, 2017

PRESENTED MR. GEORGE ZBOYOVSKY, PE
BY: BOROUGH MANAGER

SUMMARY:

This item is also associated with the option of constructing a new municipal building at property referred to as the Snee Dairy Site. As has been discussed, the Borough is limited by borrowing caps to a new building with a total cost (including design and construction) of \$5 million. In order to properly determine if the Snee Dairy Site will be adequate, some preliminary design and cost estimates are required.

BUDGET IMPACT:

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

2017 Budget = \$235,000.00.

YTD = \$0.00

Proposed = \$14,900.00

Proposed = \$7,000.00

Proposed = \$2,000.00

Balance = \$211,100.00

RECOMMENDATION:

To determine the fiscal feasibility of building on the site, it is recommended to approve this work authorization.

ATTACHMENTS:

Description

Snee Dairy Design Proposal

Upload Date

2/18/2017

Type

Cover Memo



January 31, 2017

The Borough of Brentwood
3624 Brownsville Road
Pittsburgh, Pennsylvania 15227

Attention: Mr. George Zboyovsky, PE, Borough Manager

201 CENTURY BUILDING
130 SEVENTH STREET
PITTSBURGH, PA 15222
TEL. (412) 281-2280
FAX (412) 281-2334

J. GREER HAYDEN, P.E., R.A.
ROBERT A. ENGLEBAUGH, R.A.
JOSEPH C. McLAUGHLIN, P.E.
ANDREAS N. DOMETAKIS, R.A.
VINCENT M. ORDINARIO, R.A.
MATTHEW P. FRANZ, R.A.

C. ROBERT SCHAFER, R.A.
PAUL S. McCULLOUGH

JOHN J. CARLY
BARBARA A. MATEJKA
CHARLES A. ROZZI CCS
JEFFREY L. TILLIA

A I A / N S P E

Re: Proposal to Perform Architectural / Engineering Services
Study for a New Municipal Building at the Former Snee Dairy Site
The Borough of Brentwood
HHSDR #4056

Dear Mr. Zboyovsky,

Thank you again for the opportunity to further assist you with a potential solution for a new Municipal Building on the Snee Dairy Site. As per our group discussion on January 30, 2017, you requested a proposal to perform a study addressing the following items:

1. New facility in the range of 14,000 to 17,000 square feet on two, above grade floors and a basement parking level.
2. Building to be on the existing +/- 19,100 square foot site containing the former Snee Dairy building.
3. Limited on-site parking with majority of parking to be located off-site.
4. Space programming similar to previous Municipal Building design option, but additional space for EMS and select police functions.

The deliverables to the Borough will include the following:

- Borough ordinance and state building code research.
- Preliminary conceptual schematic site and floor plans.
- Street view, 3D renderings of the proposed building.
- Defined square footages of areas of interior spaces.
- Preparation of preliminary cost estimates.

We propose an hourly, not-to-exceed fee of \$14,900 to prepare this Study. Printing of drawings and documents will be billed at cost as a reimbursable expense.

If acceptable to the Borough, we would proceed under the terms and conditions of our September 3, 2013 agreement.

We enjoy being a part of the Borough's efforts to find a solution for its governance functions, and look forward to this next phase of analysis. Please do not hesitate to contact me with any questions.

Sincerely,

HHSDR Architects/Engineers


Matthew P. Franz, AIA
Vice President
MPF:vp
cc: Mr. Rod McAdams