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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 April 17, 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. Comments on Agenda Action Items Only. Please limit remarks to three minutes.
- 5. Communications.
- 6. 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 March 31, 2017 as presented.

- 7. President's Report Mr. John Frombach
- 8. Mayor's Report Mr. Dennis Troy
- 9. Administrative and Finance Committee Mr. Harold Smith
 - a. Consider Approving the Minutes from the March 20th and March 27th, 2017 Council Meetings.[ACTION ITEM]
 - Mr. President, I move to approve the meeting minutes from the March 20th and March 27th, 2017 Council Meetings.
 - Consider Accepting the Treasurer's Report for the Period Ending March 31, 2017 [ACTION ITEM].
 - Mr. President, I move to accept the Treasurer's Report for the Period Ending March 31, 2017.
 - c. Consider ratifying the payment of bills from March 1, 2017 To March 31, 2017.[ACTION ITEM]

Mr. President, I move the Borough ratify the payment of the bills from the following accounts:

- 1. General Fund in the amount of \$275,652.63
- 2. Sanitary Sewer Fund in the amount of \$481,693.42
- 3. Capital Improvement Fund in the amount of \$76,160.57
- 4. Liquid Fuels Fund in the amount of \$0.00.
- 5. Non-Uniform Pension Fund in the amount of \$2,456.22
- 6. Police Pension Fund in the amount of \$22,831.38
- d. Consider Resolution No. 2017-29; Agreement with Hudson Energy Services, LLC to supply the Borough of Brentwood with Electricity. [ACTION ITEM]

Mr. President, I move the Borough adopt Resolution No. 2017-29, ratifying the agreement between the Borough of Brentwood and Hudson Energy Services, LLC associated with the supply of electricity to the Borough.

10. Public Works Committee – Mr. AJ Doyle

a. Consider adopting Resolution No. 2017-30: Declaration of May 21 through May 27, 2017 as National Public Works Week [ACTION ITEM]

Mr. President, I move to adopt Resolution No. 2017-30, declaring May 21, 2017 through May 27, 2017 as National Public Works Week.

b. Consider Hiring Seasonal DPW Employees [ACTION ITEM]

Mr. President, I move the Borough authorize the Borough Manager to hire four (4) Seasonal Public Works Employees for the 2017 Summer Season (April through October) at the budgeted approved rate of \$11.25/hour so they can begin work as soon as possible.

c. Consider Hiring Seasonal Engineering Intern [ACTION ITEM]

Mr. President, I move the Borough authorize the Borough Manager to hire one (1)

Seasonal Engineering Intern for the 2017 Summer Season (April through October) at

11. Zoning and Ordinance Committee – Ms. Stephanie Fox

Consider Ordinance No. 2017-1252; Amending in limited part Chapter VII - Signs [ACTION ITEM].

Mr. President, I move the Borough authorize the Borough Manager to send Ordinance No. 2017-1252; Amending in limited part Chapter VII - Signs to include regulations for the placement and use of digital signs ONLY in the Commercial District to Allegheny County Department of Economic Development to review AND upon their review to advertise for a Public Hearing. [NOTE: per Section 167-4: K(1) Digital Signs shall be prohibited in the MUN District.]

OR

Mr. President, I move the Borough authorize the Borough Manager to send Ordinance No. 2017-1252; Amending in limited part Chapter VII - Signs to include regulations for the placement and use of digital signs in the Commercial District AND Mixed Use District to Allegheny County Department of Economic Development to review AND upon their review to advertise for a Public Hearing. [NOTE: per Section 167-4: K(2) Digital Signs other than a static alphanumeric display shall be permitted only as a conditional use in the MUN, CRD, and I districts.]

- b. Consider adopting Ordinance No. 2017-1257; amending, in limited part, Chapter 154 of the Borough Code, which pertains to parking.
- c. Consider adopting Ordinance No. 2017-1258; amending, in limited part, Chapter 201 of the Borough Code, which pertains to metered parking.

12. Parks and Recreation Committee – Mr. Pat Carnevale

a. Considering authorizing the 4th of July Race and Parade Committee to utilize the Borough's Balk Mailing Permit at Cost. [ACTION ITEM]

Mr. President, I move the Borough authorize the 4th of July Parade Committee and the 4th of July Race Committee to each utilize the Borough's Balk Mailing Permit at Cost.

b. FYI - Pool Pass Sale Dates

Our highly affordable annual pool passes will be available for purchase online beginning May 1st. Alternatively, tags may be acquired in person on the following dates:

May 8th, 10AM to 12PM at the municipal building May 15th, 10AM to 12PM at the community room May 22nd, 6PM to 8PM at the swimming pool ticket booth

The pool will be opened from Memorial Day weekend through Labor Day weekend. Operating hours will be limited on days that school is in session. Whether you enjoy splashing in the crystal blue waters, socializing with friends, or just soaking up the sun while reading a book on the deck, our facility offers something for the entire family!

13. Public Safety Committee – Mr. Pat Carnevale

a. Consider increasing the Borough General Fund Line Item 01-410-750 Minor Purchases by \$5,000 for the purchase of new AED's for the Police Vehicles due to the \$5,000 donation received by the Police Department. [ACTION ITEM]

Mr. President, I move the Borough approve increasing the Borough General Fund Line Item 01-410-750 Minor Purchases by \$5,000 for the purchase of new AED's for the Police Vehicles due to the \$5,000 donation received by the Police Department.

- b. Consider renewing the MOU between the school district and borough [ACTION ITEM]

 Mr. President, I move the Borough renew the MOU between the Brentwood Borough

 School District and the Brentwood Borough Police Department for the period of March 1,

 2017 to February 28, 2019.
- c. Consider Resolution No. 2017-31; EMS Week the week of May 21st to May 27th [ACTION ITEM]

Mr. President, I move to adopt Resolution No. 2017-31; recognizing the week of May 21, 2017 to May 27, 2017 as National Emergency Medical Services Week.

d. Consider amending Article 14 of the Brentwood Police Policy and Procedure Manual / Police Pursuit Policy [ACTION ITEM]

Consider amending Article 14 of the Brentwood Borough Police Policy and Procedure Manual, which pertains to Police Pursuits.

14. Community Affairs Committee – Dr. Robert Pasquantonio

a. FYI - Community Day SATURDAY JULY 1 - Update

2nd Annual Community Day SATURDAY JULY 1 10:00 AM - 4:00 PM

Concert in the Park - 7:00 PM featuring "Kavan the World's #1 Rock-n-Roll Elvis"

Ton of Food Trucks Balloon Artists Strolling Magician Obstacle Challenge Giant Slide Moon Bounce AND 5 in 1 Fun House Much Much More!

b. Consider Resolution No. 2017-32; Recognizing April 23rd to April 29th as National Volunteer Week [ACTION ITEM]

Mr. President, I move the Borough adopt Resolution No. 2017-32; Recognizing April 23rd to April 29th as National Volunteer Week.

- 15. Special Committees
- 16. Old Business

- a. Consider adopting Resolution No. 2017-33; Amending the Agreement for the Sale of Real Estate [ACTION ITEM]
 - Mr. President, I move to adopt Resolution No. 2017-33, amending in limited part the agreement with Green Development Trust #7003735 for the purchase of real property at 3735 Brownsville Road.
- b. Consider approving the agreement with Skelly & Loy Engineering-Environmental Consultants for a Phase III/Phase III 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 \$10,000.00. [ACTION ITEM]

Mr. President, I move to approve the agreement with Skelly & Loy Engineering and Environmental Consultants for a Phase II/Phase III Environmental Site Assessment for property located at 3735 Brownsville Road in the not-to-exceed amount of \$10,000.00 to be paid from Capital Improvement Fund Line Item 18-409-313 Engineer & Architectural Services.

17. New Business

a. Consider adopting Resolution No. 34: Supporting the Mon Fayette Expressway Project Mr. President, I move the Borough adopt Resolution No. 34; supporting the Mon/Fayette Expressway project from PA Route 51 to I-376 and call upon its State Senator and Representative to support the Mon/Fayette project and urge the SPC to reconsider their action on the project.

18. Public Comment

19. Adjournment

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

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

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

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

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

BOROUGH OF BRENTWOOD COMMUNITY VISION STATEMENT

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

PUBLIC PARTICIPATION GUIDELINES

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

14-14. Public participation; enforcement of decorum.

- A. The Borough shall provide those in attendance a reasonable opportunity to address the Council on any agenda item or any matter of concern, official action, or deliberation which may come before council. This privilege shall occur during the part of the agenda entitled "Public Privilege of the Floor."
- B. Speakers must stand. Speakers are requested to give their name, address and organization, if any. Speakers must be recognized by the Chairman. During the first segment of the meeting designated "Public Comment on Agenda Items," speakers may speak only once and will be advised by the Borough Manager when three (3) minutes have expired. Speakers are requested to conclude their remarks at that time. During this segment speakers are only to comment on specific items on the agenda.
- C. The first segment will end no later than 30-minutes after commencement in order to allow the borough business to begin in a timely and reasonable manner. Further questions or statements can be carried over to the second segment.
- D. During the second segment of the meeting designated "Public Comment on Non-Agenda Items" speakers may speak only once and are requested to limit their remarks to three (3) minutes. Speakers will be advised by the Borough Manager when three (3) minutes have expired. Speakers are requested to conclude their remarks at that time.
- E. In the case of a non-agenda item, citizens are requested, but not required, to present the matter to a member of the Council or Borough Manager in an attempt to resolve the matter beforehand.
- F. When a group of persons wishes to address the Council on the same subject matter, it shall be proper for the Chairman to request that a spokesperson be chosen by the group to address the Council and to limit the number of persons addressing the Council on the same matter so as to avoid unnecessary repetition.
- G. If the Chairman determines that there is not sufficient time at the meeting, the comment period may be deferred to the next regular meeting or special meeting occurring in advance of the next meeting.
- H. All remarks shall be addressed to the <u>Council as a body</u> 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.

DO BODOUGH

BOROUGH COUNCIL INFORMATIONAL SHEET AGENDA ITEM 6.a.

ACTION ITEM

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

DATE: April 17, 2017

PRESENTED MR. GEORGE ZBOYOVSKY, PE

BY: 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

phone calls, etc.) prior to t	the meetings to have any	questions addressed.	I neir time and efforts	s are best utilized during
normal business hours.				
BUDGET IMPACT	':			

REC	COMM	ENDA	ATIO	N

N/A

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
March 2017 Monthly Report- CODE	4/13/2017	Cover Memo
March 2017 Monthly Report - DPW	4/13/2017	Cover Memo
March 2017 Monthly Report- PARK & REC	4/13/2017	Cover Memo
March 2017 Monthly Report - ENGINEERING	4/13/2017	Cover Memo
March 2017 Monthly Report - GATEWAY	4/13/2017	Cover Memo
March 2017 Monthly Report - EMS	4/17/2017	Cover Memo
March 2017 Monthly Report-POLICE CHIEF	4/14/2017	Cover Memo
March 2017 Monthly Report - Manager	4/13/2017	Cover Memo

Borough of Brentwood

Dept. of Code Enforcement

March 2017 Monthly Report



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Monthly Code Department Report March 2017

A.	Bu	ilding Inspections	<u>MTD</u>	<u>YTD</u>
	1. 2. 3. 4. 5. 6. 7. 8.	Building permits issued: Sign permits issued: Demolition permits issued: Dumpster permits issued: Occupancy permits issued (transactions): Occupancy permits issued (commercial tenants): Plans reviewed: Construction inspections performed:	3	
	9.	Lien letters for foreclosure/refinance/equity loan	4	9
В.	Co	de Enforcement/Property Maintenance	<u>MTD</u>	<u>YTD</u>
	1. 2. 3.	Violation letters issued:		

- 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, and contractor supposedly working to determine repair and ventilation requirements; follow-up action: next round of inspections scheduled for early April.
- b. <u>SJ Group properties</u>- 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; new violations were filed under a different code section, and citations were subsequently issued; **follow-up action:** awaiting hearing at district magistrate.
- c. 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, and an extended continuance was provided due to the owner claiming financial hardship; follow-up action: awaiting June follow-up hearing.
- d. <u>347 Dailey</u>- 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 find was handed down in June; follow-up action: case has been appealed to Common Pleas Court, and another continuance has been issued; **follow-up action:** awaiting April follow-up hearing.
- e. 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.
- f. 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.
- g. 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: coordinating with plumber to perform repairs privately; incumbent owner of 3835 will split the cost with the borough, and the unpaid

- portion will be filed as a lien.
- h. 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 May hearing date.
- i. <u>240 Owendale</u>- 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.
- j. 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 were only signed by one of three property owners; follow-up action: upon completion of repairs to Borough main line, owners will be advised that violation letters remain in effect and that citations will be filed if no work is completed.
- k. <u>2901 Brownsville</u>- discovered that former Wang's Kitchen was being renovated without a permit; severe degradation of a chimney was noticed; building was confirmed to be vacant, and a stop work order was posted; met with owners and advised that, except for removal of tenant items, no work may take place until plans are submitted; **follow-up action:** awaiting documentation from owners; due to condition of building, citations will be filed if no response is received.
- 1. <u>3812 Sunview</u>- during March storm, tree crashed into the roof of this recently foreclosed home; Borough contracted with a vendor to remove, and DPW patched roof, but structure remains in poor condition; **follow-up action:** will monitor and take additional action as necessary.

D. Rental Property Program

MTD YTD

- 3. Approximately 85% of landlords have submitted the required information. Citations will be filed for noncompliance in mid-April.
- 4. Identified one further other-than-owner occupied property. Additionally, an inspection is scheduled in a third unit in a triplex that has long been vacant; at time of original rental inspection, property was designated as a duplex due to this apartment not being marketed.

E. Sewer Lateral Inspection Program

1.	Defective private laterals discovered	177 (since 5-14)
2.	Properties sold utilizing escrow process	.27 (since 5-14)
3	Damaged wve connections/sewers under public streets discovered	21 (since 5-14)

F. Sidewalk Restoration Program

- 1. As of the end of March, applications were received from 68 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.
- 2. Citations will be filed in April 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 received. One space has been removed due to the applicant allowing his placard to expire and failing to submit new information to PennDOT. One new request was honored for a property on Sceneridge.
- 2. Amusement devices- 2017 renewal forms were issued. To date, 4 of 8 permit holders has submitted information.
- 3. Disruptive conduct- No new reports filed.
- 4. CLEAN-UP Detail: No updates.

H. Boards/Commissions

- 1. Planning Commission:
 - a. A conditional use permit was granted for the operation of a nail salon at 330 Marylea Avenue. The final permit features several alterations to the hours of operations provision recommended by the Planning Commission. A formal occupancy inspection is to follow.
 - b. No meeting was held in March, and no meeting is scheduled for April.
- 2. Zoning Hearing Board
 - a. No meeting was held in March, and no meeting is scheduled for April.

I. Department Administration

1. Phone calls: 168

2. Working to implement new GIS-based code software, as provided by Gateway Engineers. A meeting was held to discuss numerous deficiencies within the system. GeoPlan is still accessible for the purpose of historical data review.

J. Development Updates

- 1. Although no opening date has been set, significant progress has been made in the restoration of the former print shop building into a coffee shop.
- 2. An applicant has requested a state license for a pharmaceutical dispensary for a property on Brownsville Road.

K. Other Items

- 1. E. Peccon attended PELRAS employment law conference.
- 2. E. Peccon completed liability insurance renewal application.
- 3. E. Peccon compiling invoices and cash receipts in AccuFund.
- 4. E. Peccon acting as initial approver of purchase orders.
- 5. E. Peccon working with Software Systems on rectifying trash billing discrepancy. Performed extensive manual review of data.
- 6. E. Peccon reviewing weekly sewage data.
- 7. E. Peccon updated meeting agendas and drafted resolutions for Council approval.
- 8. E. Peccon drafted revisions to parking ordinance for Council review.
- 9. E. Peccon performed website administration.
- 10. E. Peccon issued invoices and lien notifications for property maintenance bills.
- 11. E. Peccon compiled deposits.



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PUBLIC WORKS MONTHLY REPORT FOR DECEMBER 2016

The filters on the mini-split HVAC were cleaned.

1 temporary Handicap sign was removed on Lawnwood for a resident living on Shadyway due to the road construction. Various signs were replaced throughout the borough (Stop and Fire Lane). One man assisted Baldwin DPW with the bucket truck in removing their veteran's banners.

Cold asphalt patching was completed on: Sankey, Pyramid, Bookman, Shadewell, Pointview, and milled asphalt were used on Wanley. One large oak tree was cut up after it fell across Wanley Road.

Holiday decorations were repaired where needed, changing a GFI or light sensor.

The sweeper was used for 64 man hours to sweep the roadways mainly for leaves and 10 hours used for maintenance. We also picked up leaves in areas where the sweeper would not fit.

We replaced 1 one hydraulic hose on Unit 6, cleaned the trucks and high lift after the snow events.

Storm pipes were checked after heavy rains and inlets cleaned. Sanitary lines located on Bookman and Hillson were dye tested due to resident's request. The sanitary located on Hillson was found to be backed up and was unclogged by the crew.

There were 8 callouts for snow removal and one being an ice storm which consumed proximity 200 tons of salt. 300 tons were ordered and put away. The crew either shoveled or salted th walkways and path after the snow events.

PARK: fence gates were repaired, leaves picked up or mulched, playground blown off weekly basis, the cross over mats for the track were removed and cleaned, and the civic center was cleaned after events (Zumba, PALS). The stage in the civic center was done over with laminated wood covering after the old material was removed, bathrooms were winterized.

Respectfully submitted, Robert Mackewich

Dec-16				MONT	HLY TI	ME RE	PORT							
LADOD TACKS	WEEK 1		WEEK 2		WEEK 3		WEEK 4		WEEK 5		WEEK 6		MONTHLY	
LABOR TASKS	REG.	OT	REG.	OT	REG.	OT	REG.	OT	REG.	OT	REG.	OT	REG	OT
BOROUGH BUILDING	10	-	31	-	28	-	34	-	46	-	-	-	149	-
CIVIC CENTER	-	-	28	-	52	-	26	-	2	-	-	-	108	-
LABRARY MAINTENANCE	6	•	15	•	15	•	23	•	12	-	-	•	71	-
PARK MAINTENANCE	28	•	64	-	9	-	36	•	18	-	•	-	155	-
PAVING AND PATCHING	•	•	26	•	20	•	•	•	28	•	•	•	74	-
ROAD CLEANING	32	•	32	-	•	-	•	•	•	-	•	-	64	-
RIGHT-OF-WAYS	•	•	7	•	•	•	18	•	14	•	•	•	39	-
SCHOOL MAINTENANCE	•	•	•	-	•	-	•	•	•	-	•	-	-	-
SNOW REMOVAL	•	•	•	24	57	74	20	•	36	36	•	-	113	134
SANITARY SEWERS	-		5	•	2	-	60	10	-	•	-	-	67	10
STORM SEWERS	32	•	21	•	•		29	•	8	-	•	-	90	
SOLID WASTE MANAGEMENT	•	•	8	•	16	•	25	•	2	•	•	•	51	•
TRAFFIC MARKINGS	-	-	8	-	-		2	-	8	•	•	-	18	-
VECHICLE/EQUIPMENT	-	-	23	•		-	41	•	42	-	-	-	106	-
TOTAL WORK HOURS		•	268	24	199	74	314	10	216	36	•	•	1,105	144



Park & Recreation Department Monthly Report

March 2017

Jim Attanucci
Park & Recreation Director



February 24, – March 2, 2017

Jim Attanucci
Park & Recreation Director

February 24, - March 2, 2017

Meetings

- Met with Councilman Rich Schubert for walk through the park to assess the lighting around the Civic Center and drainage at Field 3
- Attended the Brentwood Borough Council Meeting on Monday February 27, 2017
- Met with Bob Mackewich concerning the drainage problems around Field 3

Notable Phone Calls

- Phone conversations with Bruce Wright concerning our proposed pool rules for 2017
- Phone conversation with Councilman Schubert about Field 4 renovations and Field 3 drainage

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
- Receive Spring Season requests from the BHA, BAA, St Sylvester's, and Kelly Flannery
 - In process of determining field times
- Processed and approved requests for permits
- Processed deposit and refunds
- Processed security deposit refunds
- Entered permit usage and rentals on Google Calendar

Park Projects

- Field 4 infield renovations were approved.
 - Approximate start date is first week of April
- Repairs around field 3 to divert water from flooding dugouts and team areas are under consideration
- Street Light was added on walkway to Civic Center
- DPW removed dead trees
- Reminder to Jeffrey Associated about playground repairs
- DPW performed a "test run" on the stage cover

Signs of Spring/Summer

 DPW is painting, staining, and repairing park benches and tables and performed a "test run" on the stage cover





Programming

- Brentwood Borough Parks and Recreation Program Book was created featuring spring/summer programs and events
- 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

- Developing plans for a Brentwood Streets Day and a 3 mile street and trail run
- Community Day is Saturday July 1

Advertising and Marketing

- In addition to the Program Book separate flyers have been created for the following
 - Concerts
 - Movies
 - Jump Start Dek Hockey
 - Jump Start Basketball
 - o Road Runner Track
 - Jump Start Sports Camp
 - o Zumba
 - o Kettle Bell
 - Body Blast

Phone Calls & E-mail

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

Information

The below quotes were received by Vitale and Bob

Allegheny City Electric, Inc.

3080 Babcock Boulevard • Pittsburgh, PA 15237 Office: 412-931-0777 • Fax: 412-931-0384



January 23, 2017

Vitali Alexandrov Assistant Director Department of Public Works Brentwood Borough 3624 Brownsville road Pittsburgh Pa. 15227

Dear Alexandrov

RE: Musco Pushbutton

This is a Quote to provide labor to install a Musco pushbutton timer alarm system to the Hockey court, Basketball Court and Tennis Court. To energize the light a push button will be installed on the beam of the scoreboard and on the light poles that light the Basketball and Tennis Courts. The button will energize the lights, activate a timer system at the Musco panel and when the time is to expire a beacon alarm will go off. The button will need to be pressed to keep the lights on.

RE: Hockey Court

The beacon alarm will be mounted at the Musco panel located at the court entrance. The Musco pushbutton for the hockey court will be mounted on the support beam of the scoreboard. There is an existing conduit that runs from the Musco panel to an in-ground junction box located near the scoreboard. This conduit will be used to feed the pushbutton control wiring. From the Junction a trench will be dug to the scoreboard beam. A ¾ conduit will be run from the junction box to the beam where the pushbutton will be installed.

The Total cost to perform this work \$4,760.00

RE: Pushbutton Basketball court

The Pushbutton will be mounted on the light pole between the Hockey and Tennis Court that is closest to the Basketball Court. There is an in ground Junction box located near the light pole. From this junction an existing conduit runs back to the Musco control panel. This conduit will be used to feed the control wiring from the Musco panel to the light pole. From the Junction box the asphalt will be saw cut and a trench will be dug to the base of the light pole. A conduit will be installed from the junction box to the light pole. A 3/4 rigid conduit and the Musco Pushbutton will be surface mounted (banded) on to

▼ Institutional
▼ Commercial
▼ Industrial
▼ Bucket Truck Service
▼ 24 Hour Emergency Service

this light pole. The Alarm Beacon will be mounted at the Musco control panel located at the entrance of the courts.

Total Cost to perform this work is \$5,470.00

RE: Tennis Court

The Pushbutton will be mounted on the between the Hockey and Tennis Court and on the pole closest to the entrance of the Tennis court. There is and in ground Junction box located near the light pole. From this junction an existing conduit runs back to the Musco control panel. This conduit will be used to feed the control wiring from the Musco panel to the light pole. From the Junction box the asphalt will saw cut and a trench will be dug to the base of the light pole. A conduit will be installed from the junction box to the light pole. A 3/4 rigid conduit and the Musco Pushbutton will be surface mounted (banded) on to this light pole. The Alarm Beacon will be mounted at the Musco control panel Located at the entrance of the courts.

Total Cost to perform this work is \$5,250.00

To locate al Pushbuttons together at the facility entrance.

This Quote Is to install the Pushbutton and the alarm beacons next to the Musco control pane located at the entrance of the courts. A new wooden backboard will be installed next to the Musco control panel. This back board will be made out of Marine plywood and wolmanized 4 x 4 x 8 support beams. The three Pushbuttons and beacon alarms will be mounted on to the backboard and tied into the Musco control panel. Each Pushbutton and alarm will be identified as to what court the button and alarm is for.

The Total Cost to per from this work is \$11,735.00

Thank You

Robert Wojciechowski

not Macon

Vice President

Allegheny City Electric Inc.



Attanucci, Jim <jattanucci@brentwoodboro.com>

Fwd: parks est.

Mackewich, Robert <rmackewich@brentwoodboro.com> To: Jim Attanucci <jattanucci@brentwoodboro.com>

Fri, Jan 13, 2017 at 12:43 PM

FYI

Forwarded message —

From: William Cousins <cer3@verizon.net>

Date: Fri, Jan 13, 2017 at 12:13 PM

Subject: parks est.

To: Robert Mackewich < mackewich@brentwoodboro.com >

This estimate is for the install of circuit wires in existing underground raceway for control of both a push button and strobe for light timing override and extension at ballfield and push buttons at hockey, basketball, and tennis courts with strobes mounted at control panel. It will include excavation from in-ground box at fence or control station. Location chosen by Borough with patch to be installed , also by Borough. We will also install flag pole lights on pole with all controls. Hardware for complete project to be supplied by Borough. All programming and instruction for final tie-in to controls to be done by Musco.

Note - the assumption is that raceways are adequate in size and open for free pulls. Any pull that is unable to be accomplished will be subject to an alternate method not covered in estimate.

Estimated cost of complete install including all locations - \$7,000.00

Note: Significant savings could be found by mounting all strobes and pushbuttons on control panel.

Thank You,

Rob Cousins

CER

Cousins Electric and Repair, LLC

724-339-0112 office/fax

724-448-1596 cell

cer3@verizon.net



This email has been checked for viruses by Avast antivirus software. www.avast.com

Allegheny City Electric, Inc.

3080 Babcock Boulevard • Pittsburgh, PA 15237 Office: 412-931-0777 • Fax: 412-931-0384



January 23, 2017

Vitali Alexandrov Assistant Director Department of Public Works Brentwood Borough 3624 Brownsville road Pittsburgh Pa. 15227

Dear Alexandrov

RE: Musco Pushbutton Softball field

This is a Quote to provide labor to install a Musco pushbutton to activate the Musco lights at the Softball field. The Button will be mounted on the Musco light pole located near the dugout along the third base line. There is an in-ground junction box located near this pole that has a conduit that feeds back to the Musco control panel this conduit will be used to feed the control wiring from the panel to the junction box. From the junction box a trench will be dug to the light pole. A ¼ rigid conduit will be installed from the junction box to the pushbutton location on the pole. The pole cannot be drilled into so the conduit and pushbutton will be supported by banding around the pole.

The Total Cost to perform this work is \$4,400.00

Note This Quote does not include the Musco Beacon and alarm system.

Thank You

Robert Wojciechowski

Vice President

Allegheny City Electric Inc.

▼ Bucket Truck Service
▼ 24 Hour Emergency Service



March 3, – March 9, 2017

Jim Attanucci
Park & Recreation Director

March 3, - March 9, 2017

Meetings

- Chaired Pavilion meeting along with members of the BPI
 - o Additional quotes were received
 - Researching site preparations
 - o Current recommendations include
 - Location to be old playground area
 - This appears to be best location for ADA access
 - 20'x28' structure
 - Metal Roof
 - White vinyl covered columns
 - Concrete Base
 - Items to addressed at next meeting
 - Cost associated with site prep and concrete
 - Will there be tables and benches
 - Free standing or in ground mount to be determined
- Staff meeting on Friday March 3
 - o Department heads presented updates pertaining to their department
- Department meeting on Wednesday March 8
 - Addressed spring/summer programs and events
 - Discussed needs of the department

Notable Phone Calls

Participated in conference call with Gateway Engineers concerning swimming pool upgrades

Training

• Participated in ACCU Fund training presented by Elisa Kearney of emkinc.

On site Visits

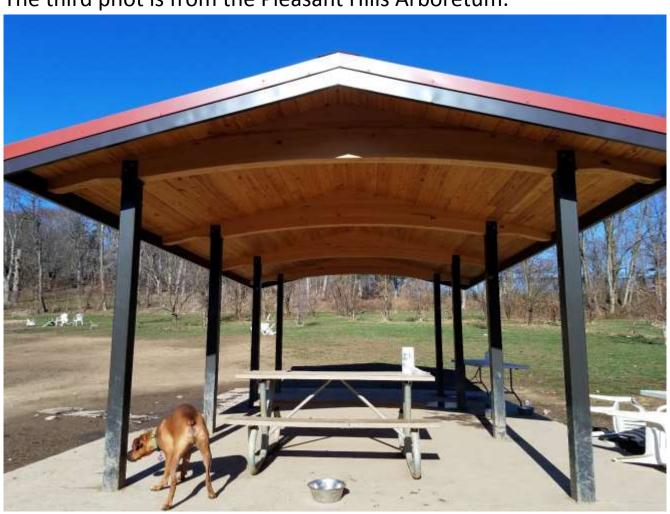
- Visited South Park Dog Park to view Pavilion
 - o Structure had metal columns and metal roof
 - Impressive wood ceiling
- Visited Pleasant Hills Arboretum to view newly constructed pavilion
- Visited Field 3 concerning drainage issue
- Visited Field 4 concerning field renovations

This first two photos are from South Park Dog Park.

Dog is not included with pavilion.

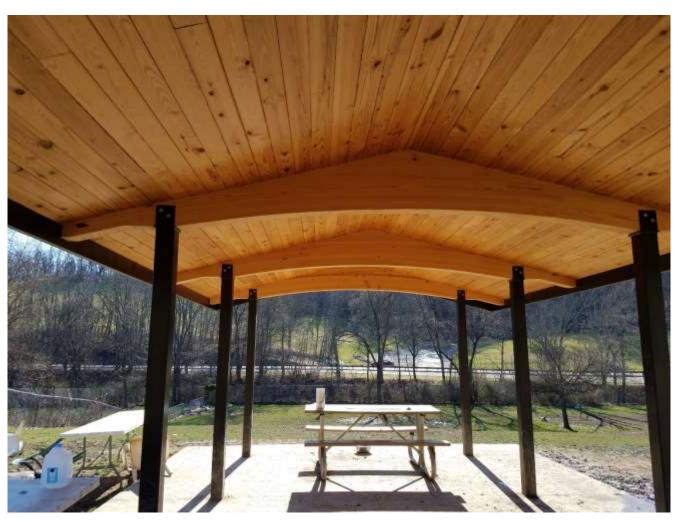
The structures we have received quotes on are much more attractive than these.

The third phot is from the Pleasant Hills Arboretum.



Next time I will be sure to have these







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
- Processing Spring Season requests from the BHA, BAA, St Sylvester's, and Kelly Flannery
- Processed and approved requests for permits
- Processed deposit and refunds
- Processed security deposit refunds
- Entered permit usage and rentals on Google Calendar
- In discussions with an adult soccer team interested in renting the stadium field
- In discussions with 2 baseball leagues interested in renting field time

Park Projects

- Field 4 infield renovations were approved.
 - Approximate start date is first week of April
- Repairs around field 3 to divert water from flooding dugouts and team areas are being addressed by Borough Manager and DPW
- Spoke with Pete Jeffrey's concerning playground repairs and we were told we are on his schedule

Program and Events Advertising and Marketing

- In addition to the Program Book separate flyers have been created for the following
 - Concerts
 - Movies
 - Jump Start Dek Hockey
 - Jump Start Basketball
 - o Road Runner Track
 - o Jump Start Sports Camp
 - o Zumba
 - o Kettle Bell
 - o Body Blast
- Researching bandsintown.com to advertise our concerts
- Considering using Eventbrite to enhance our advertising for events

Summer help

Advertising and receiving applications for summer help at pool, concession stand, and park attendants

Programming

- Brentwood Borough Parks and Recreation Program Book was created featuring spring/summer programs and events
- 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
 - o 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

- Developing plans for a Brentwood Streets Day and a 3 mile street and trail run
- Community Day is Saturday July 1

Park Lighting

- Park lighting guidelines are currently in effect
 - There has not been any negative feedback

Phone Calls & E-mail

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



March 10, - March 16, 2017

Jim Attanucci
Park & Recreation Director

March 10, - March 16, 2017

Meetings

- Attended the Brentwood Park Initiative meeting on Thursday evening March 9, 2017
 - o The only agenda item of interest to the Borough was a short discussion on the pavilion
 - The president of the BPI suggested having a pavilion proposal ready for presentation for the April Council meeting
 - I brought to their attention there were too many incomplete items and thought it would be best to wait until there is a very solid presentation
- Field user meeting was held Thursday March 16 and all went well
 - Issued field permits to BHS, BAA, Kelly Watson's Softball Teams, St Sylvester's Softball and Track

Training

• Addition training on Accu Fund would be helpful

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
- Processing Spring Season requests from the BHAs BAA, St Sylvester's, and Kelly Flannery
- Processed and approved requests for permits
- Processed deposit and refunds
- Processed security deposit refunds
- Entered permit usage and rentals on Google Calendar
- In discussions with baseball teams/leagues interested in renting field time
- Rented stadium field to Lebanon Church in July for a track event called Summers Best 2 Weeks
- Rented stadium field to an individual for adult soccer games
 - Rental includes four two hour time slots on selected Sundays during the Spring/Summer Permit Season

Park Projects

- Field 4
 - DPW stripped the fence fabric on sections in front of dug outs and will paint as soon as weather permits
 - Metro Fence is scheduled to begin work on Tuesday March 21
 - Ball field mix is scheduled to be delivered the week of March 27th
- Filed 3
 - There are many different opinions on how to improve the drainage problems on hillside near field 3

Program and Events Advertising and Marketing

- In addition to the Program Book separate flyers have been created for the following
 - Concerts
 - Movies
 - Jump Start Dek Hockey
 - o Jump Start Basketball
 - o Road Runner Track
 - Jump Start Sports Camp
 - o Zumba
 - o Kettle Bell
 - o Body Blast
- Researching bandsintown.com to advertise our concerts
- Considering using Eventbrite to enhance our advertising for events

Summer help

- Advertising and receiving applications for summer help at pool, concession stand, and park attendants
- Considering dek hockey rink attendants as approved in the 2017 budget

Park Lighting

- Park lighting guidelines are currently in effect
 - o There has not been any negative feedback

Programming

- Brentwood Borough Parks and Recreation Program Book was created featuring spring/summer programs and events
- Kettlebell and Body Blast classes continue every Tuesday and Thursday at the Civic Center
 - o Considering adding Saturday mornings when Civic Center is not being rented
- 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
- Corrected dates are as follows
 - The McCartney Project is a McCartney/Wings/Beatles Tribute Band and will perform in Brentwood on Saturday June 3.
 - 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 on Saturday July 1
 - o Sinjon Smith will perform in Brentwood on Saturday August 5.
 - o Dive In Movies Third Friday of June, July and August
 - o June 16 -Star Wars the Force Awakens
 - o July 21 is E.T.
 - August 18 is Trolls
- Community Day Invitations
- Received replies this week from
 - o Rep. Readshaw
 - o Brentwood PTSS
 - Whitehall Boy Scouts
 - Pittsburgh Crepes

Phone Calls & E-mail

- Responded to all phone calls and e-mails in a timely manner and assisted residents with their needs and concerns
- Receiving e-mails very late from the brentwoodboro.com account
 - o Will discuss today with Borough Manager



March 17, - March 23, 2017

Jim Attanucci
Park & Recreation Director

March 17, - March 23, 2017

Meetings

- Brief meeting with Borough Manager for additional training on ASANA and AccuFund
- Also discussed field requests applications

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 Spring Season requests from the BHAs BAA, St Sylvester's, and Kelly Flannery
- Processed and approved requests for permits
- Processed deposit and refunds
- Processed security deposit refunds
- Entered permit usage and rentals on Google Calendar
- In discussions with baseball teams/leagues interested in renting field time
- Devil Dog Baseball is considering requesting Monday nights on Field 4
- Titan Baseball has verbally requested Fields 2 and 3 for May, 19, 20 and 21
 - These dates were already permitted to the BAA a Borough Recognized Organization.
 - The BAA is working closely with the Parks and Rec Department and Titan Baseball to make this happen
- Rented stadium field to Lebanon Church in July for a track event called Summers Best 2 Weeks
- Rented stadium field to an individual for adult soccer games
 - Rental includes four two hour time slots on selected Sundays during the Spring/Summer Permit Season
- Received requests from Dave Sayre/Brentwood Travel Soccer for use of the Stadium Field as an exempt organization.
 - The requested time was previously permitted to a recognized Borough Organization
 - Reviewing this information discovered that according to PA West the governing body for Soccer in Western Pennsylvania and the Brookline Youth Soccer Association this team is registered with and through the Brookline Youth Soccer Association
 - The Brookline Youth Soccer Association does not meet the Borough Policy for exempt organizations
 - o The Brentwood Travel Soccer also does not meet the Borough Policy for exempt organizations
 - Brookline Youth Soccer Association has not requested field time in Brentwood
 - o A 501©(3) determination letter has not been submitted

- Residency list that was provided did not state Brentwood Travel Soccer or Brookline Youth Soccer Association, it had a different organizations name on it and this team is not affiliated with that organization
- Other Stadium Field time is available and can be approved at the Resident Fee
- Below is an excerpt from the Facility Rental Policy

§ 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 501(c) (3) determination letter must be
 provided.
- 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.)
- Borough Resident is defined as an individual that has a permanent address located in the Borough of Brentwood.
- 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
 - A copy of the organization's bylaws, a statement of the organization's philosophy, goals, age range, and skill levels the organization is offering (these are needed only once, or as changes are made in the program or requested by the Borough)
 - 2. The organization is required annually to provide \$1 million in general liability insurance listing Brentwood Borough as additional insured. A copy of this policy or certificate of insurance must be on file with Brentwood Borough.
 - 3. On a seasonal basis, the organization must present to the Borough a Roster Form with each participant's name, age, address and respective sport at the time they submit their permit application, along with a signed and notarized affidavit stating that the information is true and accurate. This is required to confirm Borough Organization Status (see section 155-2 of Borough Facility Rental Policy). (NOTE: The Borough will NOT retain this information other than the affidavit.)
 - 4. Annually, it is required that organizations and teams conduct background checks in compliance with Pennsylvania Act 153 of 2014 and subsequent changes on all volunteer and paid coaches 14 years or older within their association and present to Brentwood Borough copies of all such clearances, along with a notarized affidavit stating the information is true and correct and that all coaches within their association meet their clearance requirements. Note: The Borough will not retain this information other than the affidavits.

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

o Spring/Summer: April 1- July 31

Fall: August 1- November 30Winter: December 1 – March 31

- *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.
- 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.
- 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.
- 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 <u>caregiver</u>, personal care attendant, patient care assistant, <u>personal support worker</u> and home care aide is a <u>paid</u>, employed person who helps persons who are <u>disabled</u> or chronically ill with their <u>activities of daily living</u> (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 <u>health care professional</u>. Proof of certification is required.

Park Projects

- Field 4
 - o DPW painted posts and rails of fence in front of dugouts on Field 4
 - o Metro Fence completed fence work on field 4
 - Ball field mix is scheduled to be delivered the week of March 27th
- Field 3
 - o No update on drainage problems
- Received additional quotes for a pavilion next pavilion committee meeting is Wednesday April 5

Program and Events Advertising and Marketing

- In addition to the Program Book separate flyers have been created for the following
 - o Concerts
 - Movies
 - o Jump Start Dek Hockey
 - o Jump Start Basketball
 - Road Runner Track
 - o Jump Start Sports Camp
 - o Zumba
 - o Kettle Bell
 - Body Blast added some Saturday morning classes
- Researching bandsintown.com to advertise our concerts
- Considering using Eventbrite to enhance our advertising for events

Summer help

- · Advertising and receiving applications for summer help at pool, concession stand, and park attendants
- Advertised for dek hockey rink attendants as approved in the 2017 budget

Park Lighting

- Park winter lighting guidelines are in effect
 - o There has not been any negative feedback
 - o Spring lighting guidelines go into effect on April 1

Programming

- Brentwood Borough Parks and Recreation Program Book was created featuring spring/summer programs and events
- Kettlebell and Body Blast classes continue every Tuesday and Thursday at the Civic Center
 - o Added some Saturday mornings when Civic Center is not being rented
- 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
- Dates are as follows
 - The McCartney Project is a McCartney/Wings/Beatles Tribute Band and will perform in Brentwood on Saturday June 3.
 - 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 on Saturday July 1
 - o Sinjon Smith will perform in Brentwood on Saturday August 5.
 - o Dive In Movies Third Friday of June, July and August
 - June 16 -Star Wars the Force Awakens
 - o July 21 is E.T.
 - o August 18 is Trolls
- Community Day Invitations
- Previous replies were received from
 - o Rep. Readshaw
 - Brentwood PTSS
 - Whitehall Boy Scouts
 - Pittsburgh Crepes
- Most current replies
 - o MM Pizza
 - Thirty One Gifts
 - o Redeeming Grace Church

Phone Calls & E-mail

- Responded to all phone calls and e-mails in a timely manner and assisted residents with their needs and concerns
- Receiving e-mails very late from the brentwoodboro.com account
 - Will discuss today with Borough Manager



March 24, - March 30, 2017

Jim Attanucci
Park & Recreation Director

March 24, - March 30, 2017

Meetings

- Attended Grant meeting with Kathy Frankel from DCNR along with George Zboyovsky and Eric Peccone
 - o Review of Pool Plans
 - o Tips on grant application

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
- Rented Field 4 for seven Monday nights to Devil Dog Baseball for a fee totaling \$280.00
- Titan Baseball has requested Fields 2 and 3 for May, 19, 20 and 21
 - These dates were already permitted to the BAA a Borough Recognized Organization.
 - The BAA is working closely with the Parks and Rec Department and Titan Baseball to make this happen
- In discussions with Steel City FC to conduct adult soccer practice on the stadium field for four evenings that will produce \$800.00 in revenue
- Denied requests from Dave Sayre/Brentwood Travel Soccer for use of the Stadium Field as an exempt organization.
 - o The requested time was previously permitted to a recognized Borough Organization
 - Reviewing this information discovered that according to PA West the governing body for Soccer in Western Pennsylvania and the Brookline Youth Soccer Association this team is registered with and through the Brookline Youth Soccer Association
 - The Brookline Youth Soccer Association does not meet the Borough Policy for exempt organizations
 - o The Brentwood Travel Soccer also does not meet the Borough Policy for exempt organizations
 - Brookline Youth Soccer Association has not requested field time in Brentwood
 - A 501©(3) determination letter has not been submitted
 - Residency list that was provided did not state Brentwood Travel Soccer or Brookline Youth Soccer Association, it had a different organizations name on it and this team is not affiliated with that organization
- Other Stadium Field time is available and can be approved at the Resident Fee

Attanucci, Jim <jattanucci@brentwoodboro.com>



Field Permit Request

Attanucci, Jim <jattanucci@brentwoodboro.com>

Tue, Mar 28, 2017 at 1:30 PM

To: david sayre < Dnksayre@yahoo.com>

Cc: George Zboyovsky <gzboyovsky@brentwoodboro.com>

Dave

The attached field permit request is denied due to the following:

Requested times were previously permitted to others.

It appears the request is being made as an exempt Borough Not for Profit Organization and does not meet the requirements of Brentwood Borough's Parks and Recreation Facility Rental Policy 155-2

You are welcomed to submit a new request for available time as a Resident/Borough Organization that is not fee exempt or as a Borough Not for Profit Organization that is fee exempt in accordance with Brentwood Borough Facility Rental Policy Chapter 155

Current available field times may be viewed on the Borough website.

Jim Attanucci

Parks & Recreation Director

Brentwood Borough

Office 412-884-1500 Ext. 135 from 8:30am - 1:30pm

Cl 412-969-7535 All other times

jattanucci@brentwoodboro.com



Permits & Facility Rentals Continued

- On March 20, 2017 the stadium field was permitted to the BAA for soccer
 - Call was placed to 911 for police assistance to remove approximately 40 people from the field who were attempting to play soccer and did not have a permit
 - Police arrived at scene and without incident removed the crowd from the field

Park Projects

- Field 4
 - Infield rehabilitation scheduled for Tuesday April 4 is delayed due to the weather
 - Infield mix is too wet to deliver
 - All Fields Pro is behind on his current project due to wet conditions
- Field 3
 - No update on drainage problems
- Received additional quotes for a pavilion next pavilion committee meeting is Wednesday April 5

Park Concerns

- The Spring Permit Season creates high volume usage of the park facilities
 - The following groups/teams have received permits
 - Brentwood High School Track, Baseball, Softball, Soccer, and Football
 - o BAA Baseball, Softball, T-Ball, Soccer
 - St. Sylvester's Softball and Track
 - Kelly Watson's Softball Team
 - o Devil Dogs Baseball Team
 - Emil Earhart's Soccer Team
- Borough Parks and Rec Programs
 - Jump Start Sports Dek Hockey
 - Jump Start Sports Basketball
 - Classes every Monday, Tuesday, Wednesday, and Thursday evening at the Civic Center and occasionally on Saturday mornings.

Community usage is very high at the playground, dek hockey rink, tennis courts, basketball courts, and all fields when not being used by permit

The Civic Center and Community Room is used often for rentals

This activity and use of the park is great but two key components are missing

Restroom Facilities are not open other than for BHS track meets

There is no security in the park

This high volume of usage demands both

Also receiving complaints that non-residents are "kicking out" youth residents on the dek hockey rink

Resident use comes first – dek attendant is needed to verify residency

• Requested for DPW to repair

Program and Events Advertising and Marketing

- The following was advertised in the In Brentwood Magazine
 - Concerts
 - Movies
 - Jump Start Dek Hockey
 - o Jump Start Basketball
 - o Road Runner Track
 - Jump Start Sports Camp
 - o Zumba
 - o Kettle Bell
 - Body Blast added some Saturday morning classes
- Flyers were distributed at the schools for the Jump Start Sports Program

Programming

- Brentwood Borough Parks and Recreation Program Book was created featuring spring/summer programs and events
- Kettlebell and Body Blast classes continue every Tuesday and Thursday at the Civic Center
 - Added some Saturday mornings when Civic Center is not being rented
- 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
- Dates are as follows
 - The McCartney Project is a McCartney/Wings/Beatles Tribute Band and will perform in Brentwood on Saturday June 3.
 - 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 on Saturday July 1
 - Sinjon Smith will perform in Brentwood on Saturday August 5.
 - Dive In Movies Third Friday of June, July and August
 - June 16th Star Wars the Force Awakens
 - July 21st E.T.
 - August 18th Trolls
 - Community Day Invitations
- Previous replies were received from
 - Rep. Readshaw
 - Brentwood PTSS
 - Whitehall Boy Scouts
 - Pittsburgh Crepes
 - o MM Pizza
 - Thirty One Gifts
 - Redeeming Grace Church
- Most Current replies were received from
 - City of Bridges Chiropractic
 - o Levitske Bros.
 - Allegheny County Park Rangers

Summer help

 Advertising and receiving applications for summer help at pool, concession stand, park attendants and dek hockey attendants

Park Lighting

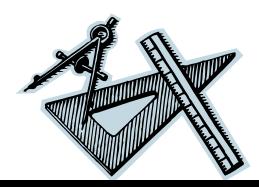
• Through the Musco Lighting Control Link facility lighting for the calendar year was set in accordance with the lighting guidelines in the Facility Rental Policy

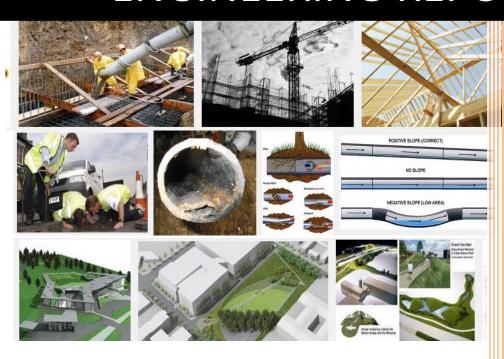
Notable Phone Calls

- Councilman Schubert informed me that he will no longer chair the Parks & Recreation Committee
 - o It has been my pleasure to work with Councilman Schubert and he will surely be missed
- Councilman Carnavale informed me that he will now chair the Parks & Recreation Committee
 - I am looking forward to working with Councilman Carnavale and congratulate him on his appointment to head the Parks & Recreation Committee

Phone Calls & E-mail

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





Prepared By: Vitali Alexandrov

Period: February, 2017

2017 CIP Financial Statement (YTD)

BUDGET 01-GENERAL FUND PROJECTS ENGINEERING	ВU	JDGETED	A'	WARDED	YTD	(%) COMPLETE	REMAINING
01 408-313 ENGINEERING SERVICES - GENERAL							
01 408-313	\$	-	\$	-	\$ -		
01 408-313	\$	-	\$	-	\$ -		
01 408-313	\$	-	\$	-	\$ -		
01 408-313 Miscellaneous Engineering	\$	15,000.00	\$	15,000.00	\$ 2,189.50		\$ 12,810.50
01-414-313 Miscellaneous Engineering Reinburseable	\$	3,000.00	\$	3,000.00	\$ -	15%	\$ 3,000.00

\$ 18,000.00 \$ 18,000.00 \$ 2,189.50 **\$15,810.50**

BUDGET	08-SEWER FUND PROJECTS CONSTRUCTION	В	UDGETED	A	WARDED	YTD	(%) COMPLETE	F	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, Bretnwood	\$	200,000.00	\$	118,802.00	\$ 2,136.25	2%	\$	116,665.75	
08 429-610	Viking Drive	Φ	200,000.00	\$	27,700.00	\$ 134.50		\$	27,565.50	
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 \$ 286,030.84 \$ 117,619.47

BUDGET	08-SEWER FUND PROJECTS ENGINEERING	В	UDGETED	A	WARDED	YTD	(%) COMPLETE	REMAINING	NOTES
08 429-313	ENGINEERING SERVICES								
08 429-313	Feasibility Study	\$	5,000.00	\$	5,000.00	\$ 719.00	14%	\$ 4,281.0	0
08 429-313	Operations and Maintenance Plan (Work Auth.)	\$	115,000.00	\$	115,000.00	\$ 36,672.37	32%	\$ 78,327.6	3
08 429-313	Source reduction Study	\$	25,000.00	\$	25,000.00	\$ -	0%	\$ 25,000.0	0
08 429-313	Miscellaneous	\$	5,000.00	\$	5,000.00	\$ 1,750.50	35%	\$ 3,249.5	0
08 429-313	Intern	\$	7,000.00	\$	7,000.00	\$ -	0%	\$ 7,000.0	0
08 429-610		\$	-			\$ -			
08 429-313	Flow Isolation Study	\$	35,000.00	\$	35,000.00	\$ 6,295.75	18%	\$ 28,704.2	5
		\$	192,000.00	\$	192,000.00	\$ 45,437.62		\$ 146,562.3	8

18- CAPITAL IMPROVEMENT PROJECTS CONSTRUCTION/ WORK AUTH/AWARDED BUDGETED APRROVED BUDGET ENGINEERING CONTRACT (%) COMPLETE REMAINING NOTES 2.450.25 18-446-313 ENGINEERING SVCS STORMWATER, TMDL 40.000.00 40.000.00 40.000.00 6% 37,549.75 18-429-313 20,000.00 10,000.00 10,000.00 \$ 79% 2,058.45 Municipal Building 7,941.55 18-446-313 18-439-619 18-439-619 2017 ROADWAY PAVING Engineering Desigh 20.000.00 \$ 20.000.00 \$ 20.000.00 \$ 4.000.00 16,000.00 80% 18-439-619 18-439-619 18-439-619 PAVING PROGRAM 380,000.00 \$ 380,000.00 \$ 380,000.00 \$ 380,000.00 0% 20,000.00 \$ R&M SERVICES 20,000,00 \$ 20,000,00 \$ 18-439-370 0% 20.000.00 18-439-372 18-439-373 0% 0% CCTV EMERGENCY REPAIRS/CATCH BASINS 20,000.00 \$ 30,000.00 \$ 20,000.00 20,000.00 30,000.00 30,000.00 30,000.00 34,000.00 \$ 50,000.00 \$ 65,000.00 \$ 414,000.00 \$ 18-407-455 34.000.00 34,000.00 \$ 10% 34,000.00 18-439-610 50,000.00 50,000.00 \$ 0% 48% 50,000.00 65,000.00 414,000.00 65,000.00 \$ 414,000.00 \$ 18-452-313 Pool Improvements Engineering 65,000.00 31,112.90 33,887.10 414,000.00 18-452-611 Pool Improvements Construction 0% 414,000.00

\$1,103,000.00 \$1,093,000.00 \$ 1,093,000.00 \$ 57,504.70 \$1,035,495.30

Wednesday 3-1-17

- 1. Responded to multiple emails
- 2. Responded to multiple phone calls: 412-680-0410
- 3. Reviewed and processed monthly gateway invoices.
- 4. Host project meeting with Morgan Excavating to review the projects quantities discrepancies on couple of contract items. The issue has been resolved. Filed project documents.

Dauphing Ave. Project is complete on budget.

2 Ren 3 Inst 4 Roa 5 Cla	Smooth Lized CCF Storm Sever Pipe, including connection into existing inless immunities more and Replace existing inless with Type M links, backfill included and New Type M links Marker Type M links and possible presented of existing presented and subgrade to lines ignation a plant.	LF EA	PROPOSED QUANTITY	65	s 21.125.00						7/27/2016	7/28/2016	8/8/2016	8/24/2016	8/25/2016	9/13/2016	9/14/2016	10/3/2016	11/22/2016		2/7/2017	Proposed Quantities	Bid Quantities	ACTUAL	Cost	Comparing
2 Ren 3 Inst 4 Roa 5 Cla	numboles more and Replace existing inter with Type M Inter, backfill included tail New Type M inter and New Type M inter down/securation, including removal of existing pavement and subgrade to lives grades on plane	EA		65	6 21 126 00																	-				
3 Inst 4 Ros and 5 Cla	tall New Type M inlet adway Excavation, including removal of existing pavement and subgrade to lines d grades on plane		4		s 21,125.00	80.00	4.75			136.00	73.50											325.00	325	294.25	\$ 19,126.25	220.75
4 Ros and 5 Cla	adway Excavation, including removal of existing pavement and subgrade to lines if grades on plane	EA		2675	\$ 10,700.00																4.00	4.00	4	4.00	\$ 10,700.00	
and 5 Clar	1 grades on plane		7	2375	\$ 16,625.00		1.00			3.00												7.00	7	4.00	\$ 9,500.00	4.00
5 Cla		SY	2250	9.5	\$ 21,375.00					2,118.69												2,250.00	2,250	2,118.69	\$ 20,127.56	2,118.69
68"		SY	2250	1.35	\$ 3,037.50							622.00								1	,294.75	2,250.00	2,250	1,916.75	\$ 2,587.61	
	AASHTO #1 Stone Subbase choked with 4" of PennDOT 2A subbase	SY	2250	17.43	\$ 39,217.50															1	,916.75	2,250.00	2,250	1,916.75	\$ 33,408.95	
7 Res	place various areas of unsuitable subgrade with AASHTO #14 stone	CY	100	40.55	\$ 4,055.00		28.10	23.20	33.30													100,00	100	84.60	\$ 3,430.53	84.60
8 6" 1	Underdmin	LF	1000	12.93	\$ 12,930.00		200.00	300.00	200.00		140.00	75.00										1,000.00	1,000	915.00	\$ 11,830.95	700.00
9 Ke	yways	LF	125	3.5	\$ 437.50																250.00	125.00	125	250.00	\$ 875.00	WARNING
10 6" 7	X 18" Bituminous Wedge Curb	LF	1200	1	\$ 1,200.00								1,240.00								104.00	1,200.00	1,200	1,344.00	\$ 1,344.00	WARNING
11 3°c	of 19mm Superpave Bituminous Binder, 0 to 0.3 milion Esals	TON	450	85.93	\$ 38,668.50								360.41									450,00	450	360.41	\$ 30,970.03	
	6" of 9.5mm superpave Fine Graded Bituminous Wearing Surface, 0 to 0.3 million als, SRL "E"	SY	2250	10.58	\$ 23,805.00															1	,916.75	2,250.00	2,250	1,916.75	\$ 20,279.22	
13 4° I	PVC Pipe for Roof Drains	LF	200	16.5	\$ 3,300.00																31.00	200,00	200	31.00	\$ 511.50	
14 6" (Concrete Driveway/Walkway Area Resortation	SF	1500	9.75	\$ 14,625.00									207.00	340.50			186.00	587.00			1,500.00	1,500	1,320.50	s 12,874.88	
15 Bits	uminous Driveway/ Parking/ Walkway Area Resortation	SY	175	66.6	\$ 11,655.00																201.94	175.00	175	201.94	\$ 13,449.20	WARNING
16 Sto	one Driveway and Parking Resoration	SF	150	2	\$ 300.00																	150,00	150	-	s -	
17 Lar	ndscaping Resoration	LS	1	3200	\$ 3,200.00																1.00	1.00	1	1.00	\$ 3,200.00	
18 Slo	spe Grade Adjustment (located in plans) at 2:1 or flatter	LS	1	3897	\$ 3,897.00																1.00	1.00	1	1.00	\$ 3,897.00	
19 AD	DA Handicapped Parking Space Marking	LS	1	575	\$ 575.00																1.00	1.00	1	1.00	\$ 575.00	
20 Star	mp Removal	EA	5	350	\$ 1,750.00																5.00	5.00	5	5.00	\$ 1,750.00	
21 Tra	affic Control/ Notification	LS	-	2500	\$ 2,500.00																1.00	1.00	1	1.00	\$ 2,500.00	
	0#3 Binder	TON	220	85.93	\$ 18,904.60											191.12	19.95					220,00	220	211.07	\$ 18,137.25	
_	0#3 SAdditional day for equipment and labor to install lifts	LS	- 1	5881	\$ 5,881.00											1.00						1.00	1	1.00	\$ 5,881.00	
_	0#3 Stone	TON	40	45	\$ 1,800.00												21.12					40,00	40	21.12		
25 CO	0#1 Remob Redimob	LS	-1	7000	\$ 7,000.00																1.00	1.00	1	1.00	\$ 7,000.00	
26 CO	0#2 Sanitary Pipe Replacement	LS	1	1200	\$ 1,200.00																1.00	1.00	1	1.00	\$ 1,200.00	
27	0	0	0	0	s -																	-	0	-	s -	
ᆚ	0				\$269,763.60									i I		ı I		- 1					0			4

2016 Paving program Contract B. Preliminary final cost is \$407,053.87. The project is under budget by approximately \$40,000

Item No	Item	Unit	QUANTITY	UNIT COST	TOTAL COST	10/26/2016	10/28/2016	10/31/2016	11/1/2016	11/4/2016	11/7/2016	11/8/2016	11/9/2016	11/10/2016	11/11/2016	11/14/2016	11/15/2016	11/16/2016	11/17/2016	11/18/2016	2/7/2017	August Quantities	Unit Price	Total Price
	Preparation of Non-Milled Existing Rd for Overlay, complete in place	EA	3	\$2,250	s 6,750.00																3	3.00	\$ 2,250.00	\$ 6,750.00
	Excavation of existing pavement, complete in place	SY	5090	\$8.00	\$ 40,720.00																5,084	5,083.63	\$ 8.00	\$ 40,669.00
3	Keyways, compete in place	LF	458	\$3.50	\$ 1,603.00						322											322.00	\$ 3.50	\$ 1,127.00
4	Base repair, complete in place	SY	485	\$54.77	\$ 26,563.45		100.28			7.3												107.58	\$ 54.77	\$ 5,892.03
5	Concrete curb replacement as directed, complete in place	LF	628	\$63.50	\$ 39,878.00	134.05	120.5	145	100.3		32.25	10.64				111.57						654.31	\$ 63.50	S 41,548.69
	Concrete sidewalks replacement as directed, complete in place	SF	875	\$13.95	\$ 12,206.25		7.5				275	294	379.31				168.53		385.79	205		1,715.13	\$ 13.95	\$ 23,926.06
7	Inlet and MH adjustments, complete in place	EA	17	\$325.00	\$ 5,525.00												4					4.00	\$ 325.00	S 1,300.00
8	Class 4 Geotextile fabric, complete in place	SY	5090	\$1.25	\$ 6,362.50																5083.625	5,083.63	\$ 1.25	s 6,354.53
9	6" of 2A Stone subbase, complete in place	SY	5090	\$10.15	\$ 51,663.50																5083.625	5,083.63	\$ 10.15	\$ 51,598.79
10	Saw cut seal joint, complete in place	LF	6200	\$2.38	\$ 14,756.00																2,388.81	2,388.81	\$ 2.38	\$ 5,685.37
11	5" of 19mm super pave binder 0-0.3 million Esals, complete in place	TON	1460	74	\$ 108,040.00					418.77	54.31		520.34	105.96								1,099.38	\$ 74.00	\$ 81,354.12
12	1-0.5 9.5mm super pave fine graded bituminous scratch wearing surface 0-0.3 million Esals SRL "E", complete in place	TON	600	\$81.53	\$ 48,918.00									316.37	297.20							613.57	\$ 81.53	\$ 50,024.36
13	1-0.5 9.5mm superpave fine graded bituminous wearing surface 0-0.3 million Esals SRL "E", complete in place	SY	10175	\$6.72	\$ 68,376.00																10,167	10,167.25	\$ 6.72	\$ 68,323.92
15	Villawood Traffic control	EA	1	\$7,500.00	\$ 7,500.00																1	1.00	\$ 7,500.00	\$ 7,500.00
16	Kingsley Traffic control	EA	1	\$7,500.00	\$ 7,500.00																1	1.00	\$ 7,500.00	\$ 7,500.00
17	Sahdyway traffic control	EA	1	\$7,500.00	\$ 7,500.00																1	0.00	\$ 7,500.00	\$ 7,500.00
								,	,													0.00		
TOTAL					\$ 453,861.70																		YTD	\$ 407,053.87

- 5. DPW general duties(refer to DP weekly report)
- 6. 2016 sanitary manhole inspection.

Thursday 3-2-17

1. Filed inspection related to 2016-2017 Viking Drive sewer lining project. (see below)

24	THE BOR OUGH OF BRENT		Daily Inspection
	MUNICIPAL BUILDING 3624 BROWNSVI PITTSBURGH, PA 15127 Office 412-884-1500	ILLE ROAD	Repor
Date	3-2-17	Weather Conditions	Cloudy
Project Name	Viking Drive	Project Number	
Project Manag	ger Vitali Alexandrov	Phone Number	412-884-1500
Contractor	Independent	_	
Contractor Co	ntact Al	Phone Number	
Project Location	on contractor installed CIPP from mh810-743 a	and mh810-895	
Time Note	es		
Cont	ractor installed/performed the following		
Exca	wated the pits in the creek bed to expose the sanitary la	teral to stop an infiltration into main.	
Insta	illed 2 by pass pumps into sanitary manholes mh810-74	3 and mh810-895	
Insta	illed 12" lining - 277LF. Line sine segment 810-743/810	-747	
Appli	ed stem to cure the lining, the tech has been taking tem	perature reading every 15min during	1 hour curing process
Reins	stated 5 sewer lateral by cutting openings in the liner		
Cont	ract Items		
Cont	ract nems		
	<u>^</u>		
Inspector Sign	natur .	<u> </u>	Page: of

Friday 3-3-17

- 1. Responded to multiple emails
- 2. Conveyed conference call with gateway engineers (see meeting notes below) Agenda
 - 1. Dauphin Ave updates from boro

Vitali gave update. Morgan sat down with Vitali this week to discuss quantities and will finalize payment. Under budget overall even with additional work.

2. 2016 Paving Contract B – updates from boro

Morgan asked Vitali for extra compensation for "double" grading when they placed #4 stone and choked with 57 stone. Morgan provided a price of \$25,000 to \$26,000 additional grading. Vitali followed up with an email to Steve Morgan asking for a justification of the requested additional work. Morgan also asking for additional traffic control. Vitali indicated that contractor did not have to use traffic control to close the road. Vitali had to have staff and police onsite for Halloween since traffic control was not in place. Additional cost was incurred by the Borough. Vitali indicated there will need to be additional discussion before finalizing any additional payment.

Vitali still holding 5% retainage from El Grande's contract until they address the punchlist items.

3. Viking Dr. – updates from boro

277 of lining was installed yesterday – the lower section was installed while the laterals were in bypass.

Vitali has his inspection reports and upload the photos and his report. Vitali discussed with Dave to provide testing samples.

Jet Jack requested to work tomorrow (Saturday) to install one liner. Vitali approved that work after 8 am. Also, Vitali indicated if there are any field issues, that Jet Jack is to call Gateway. If Borough personnel is needed, then we are to call him.

- 3. Attended at the monthly staff meeting.
- 4. Responded to resident phone calls and requests: 412-302-7857, 814-289-7927

Monday 3-6-17

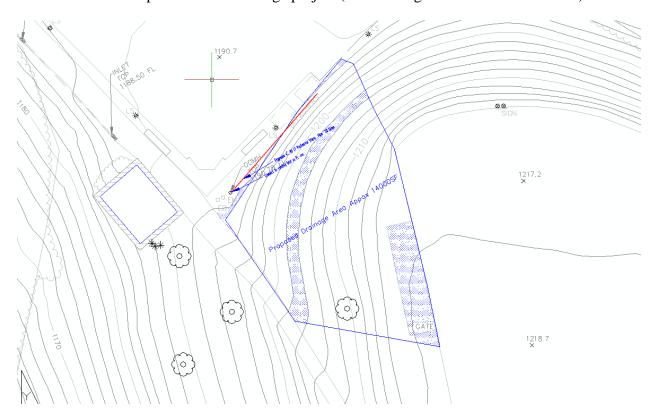
- 1. Responded to multiple emails
- 2. 2017 Sanitary and Storm Sewer CCTV Contract- reviewed cctv files submitted to Roto-Rooter.
- 3. DPW general duties(refer to DP weekly report)
- **4.** Responded to resident phone calls and requests: 412-302-7857, 412-389-2271, 412-956-2157

Tuesday 3-7-17

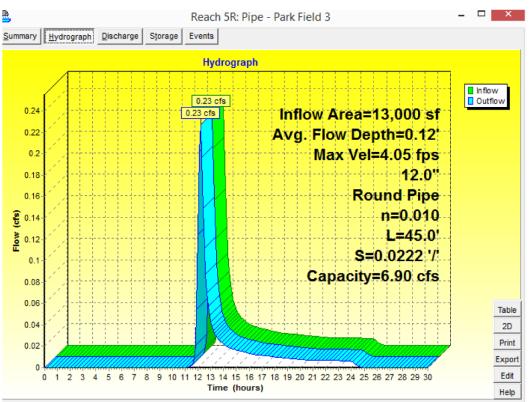
- 1. Responded to multiple emails
- 2. Attended at SSACOG DPW meeting (discussed salt purchasing contract, purchasing items, future contracts: Sewer and Paving)
- 3. 2017 Sanitary and Storm Sewer CCTV Contract- reviewed cctv files submitted to Roto-Rooter.
- 4. DPW general duties(refer to DP weekly report)
- 5. Attended at safety meeting.
- 6. Continue 2017 Sanitary and Storm Sewer CCTV Contract- review

Wednesday 3-8-17

- 7. Responded to multiple emails
- 8. Responded to multiple phone calls: 724-258-3067, 724-900-0003
- 9. Continue 2017 Sanitary and Storm Sewer CCTV Contract-review
- 10. Training with AccuFund. (purchase orders, requisitions)
- 11. DPW general duties(refer to DP weekly report)
- 12. Worked on park field #3 drainage project (see drawings and calculations below)







Thursday 3-9-17

- 2. Filed inspection related to 2016-2017 Viking Drive sewer lining project. Verified reinstatement of the sewer laterals.
- 3. Park project: finalized elevations for the proposed drain pipe, calculated amount of excavated soil, required stone.
- 4. Finished 2017 Sanitary and Storm Sewer CCTV Contract- review. (see below cctv files QC review and comments)

		GIS	GIS		CCTV	CCTV			Heavy Cleaning	Complete /	Map Update	
Map Pa →	SEGMENT_ID -	Diamet -	Lengt -	Dated Complete -	Diamet -	Length -	Unit Co: 🕶	Unit Pric 🗸	Required -	Incomplet ~	Required -	Notes ▼
E3	810-527/810-552	8	59.9	3/24/2017	8	61.0			No	Complete	No	34 LF spot line . Roots.
E3	810-530/810-528	8	167.0	3/24/2017	8	169.1			No	Complete	No	
E3	STM-693/STM-786	15	84.5	2/22/2017	15	74.7			No	Complete	No	
E3	STM-786/STM-697	15	185.7	2/22/2017	15	174.9			No	Complete	No	
F3	STM-315/STM-314	15	28.3	2/24/2017	15	27.6			No	Complete	No	
F5	810-259/810-266	8	86.4	2/21/2017	8	86.0			No	Complete	No	
F5	810-262/810-263	8	281.5	2/21/2017	8	284.6			No	Complete	No	37.8 LF Level 5. repair
F5	810-263/810-259	8	276.0	2/21/2017	8	273.4			No	Complete	No	
F6	STM-364/STM-365	15	434.4	2/22/2017	15	439.6			No	Complete	No	
G3	810-663/810-669	8	122.1	2/24/2017	8	119.2			No	Complete	No	
G3	810-671/810-663	8	305.9	2/23/2017	8	305.3			No	Complete	No	Proposed MH to MH
G3	810-692/810-691	10	52.9	2/22/2017	8	51.5			No	Complete	No	
G3	STM-309/STM-310	15	113.7	2/24/2017	15	132.4			No	Complete	No	
G3	STM-565/STM-309	15	21.6									Needs to be clean
G3	STM-580/STM-307	36	243.6	2/22/2017	36	232.0			No	Complete	No	
G3	STM-581/STM-582	15	43.6	2/23/2017	15	44.2			No	Complete	No	
G3	STM-611/TEE	15	22.8									No files
G3	STM-612/TEE	15	20.1									No files
G3	STM-727/STM-804	15	23.8									No files
G3	STM-728/STM-804	15	29.4									No files
G3	STM-735/STM-307	18	333.2	2/22/2017	18	338.5			No	Complete	No	
G3	STM-804/STM-309	15	381.2									No files
H2	STM-592/STM-593	15	16.5							Incomplete	Yes	Verify with contractor
H2	STM-593/STM-594	15	15.1							Incomplete	Yes	Verify with contractor
H2	STM-594/STM-595	15	22.4							Incomplete	Yes	Verify with contractor
H2	STM-595/STM-596	15	14.8	2/22/2017	12	11.7			No	Complete	No	
H2	STM-596/STM-816	15	9.7	2/22/2017	15	12.8			No	Complete	No	
H2	STM-597/STM-816	15	18.1	2/22/2017	15	14.9			No	Complete	No	
H3	810-765/810-757	8	331.0	2/21/2017	8	326.4			No	Complete	No	
H3	STM-602/STM-603	15	6.1	2/23/2017	12	8.0			No	Complete	No	
H4	810-626/810-623	8	347.7	2/22/2017	8	344.1			No	Complete	No	
13	810-620/810-623	8	263.4	2/21/2017	8	267.7			No	Complete	No	115 LF
14	STM-756/STM-69	18	21.3	2/22/2017	18	217.9			No	Incomplete	Yes	Camera did not record full segment

Friday 3-10-17

- 5. Responded to multiple emails
- 6. Attended at 2017 Paving program bid opening. (see bid results)

Brentwood Borough March 10, 2017 11:00 a.m. Unofficial Bid Results

Contractor	10% Bid Bond	Amount
Michael Facchiano 801 McNeilly Road Pitttsburgh PA 15226	/	\$ 106,827.00
El Grande 1600 Meldon Avenue Donora Pa 15033	1	\$199, 147.50
Youngblood 2516 State Rt. 18 Wampum PA 16157	V	\$ 241, 449.50
Morgan Excavating 445 Cherry Blossom Dr Belle Vernon PA 15012	-	И
A Liberoni 459 Davidson Road Plum PA 15239	/	\$197 410.75
A Folino 109 Dark Hollow Road Oakmont PA 15139	/	\$208,361.60
Mele & Mele One Mele Place Braddock PA 15104	/	\$ 191037.37
Peter Caruso 352 Baldwin Road Pittsburgh PA 15207	~	\$ 2.95, 211.00
Γ.A. Robinson 1321-C McLaughlin Run Rd Pittsburgh PA 15241	~	\$ 245, 524.75
Victor Paving 738 Rt. 481 Monongahela PA 15063	~	\$ 215, 196.25

- 7. Attended at the monthly staff meeting.
- 8. Responded to resident phone calls and requests: 724-900-0003, 412-393-2704
- 9. Worked on DPW general items refer to weekly DPW report

Monday 3-13-17

- 5. Responded to multiple emails
- 6. 2017 Sanitary and Storm Sewer CCTV Contract- worked on spot lining project, performed field trip to Wenley Ave.
- 7. Processed street excavation permits and updated department revenue.
- 8. Prepared and sent out request to Roto_rooter contractor regarding post CCTV files related to 2016 Sewer Contract A.
- **9.** Responded to resident phone calls and requests: 412-379-4133

Tuesday 3-14-17

- 7. Responded to multiple emails
- 8. Process multiple POs as per DPW needs.
- 9. 2016 Sanitary and Storm Sewer continue to work on the project finalized all repairs completed in 2016.
- 10. DPW general duties(refer to DP weekly report)

Wednesday 3-15-17

- 13. Responded to multiple emails
- 14. Responded to multiple phone calls:
- 15. Performed Field inspection related to 2016 Viking Drive lining project. Contractor installed 280LF of lining.
- 16. Set projects in Accufund.
- 17. Attended at the meeting with Whitehall regarding flooding issue on RT51. (meeting minutes are below)

Attendants:

Jenn S - gateway

Bobby M - Brentwood

Vitali A Brentwood

WH manager - Whitehall

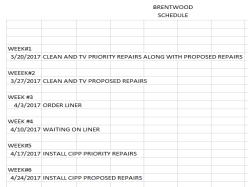
Brian -Gateway Lawyer

Discussed percentage of inflow into MH89, Brentwood is 70% WH 30% Pitt is irrelevant less than 1% We reviewed the schematic presented by business owner to install private lateral behind the property. This solution will not fix the existing overflow. Conference call started at 3:15 Mr Leventon familiarized himself with proposal MTMI (discussion of settlement) Sam Keyman is a lawyer representing Mr Leventon Discuss settlement presented and Discuss claim submitted by Leventon to insurance company Claim is 36k\$,price private lateral as a part of solution will be maintained by the business owner not the boroughs Gateway Each tenant will have POC with one back flow at the main? From leventon lawyer- how long will this project take The boroughs will pay for the construction work, no internal plumbing be be paid by boroughs, all internal plumbing is the owner responsibility. ? Form Leventon -what can we do w/o replacement main line as far as Whitehall council will be discussing this at council meeting tonight ? Tacking storm sewer water getting into the main sewer. Mr Leventon mentioned apartment complex in Brentwood contributing into sanitary system. ? What can I do to protect exterior of the building? ? Can divert the overflow from MH? Leventon asked for suggestion We cant give you any suggestion regarding overflow diversion. Next step is to talk to insurance company and council TASK Contact to insurance company - Borough of Whitehall Prepare documents for lateral location and agreement - Whitehall Re divert overflow- Contract with MTMI- Package from Mr. Leventon Final agreement for settlement - from Mr.Meventon lawyer.

Thursday 3-16-17

- 5. Responded to multiple emails
- 6. Updated projects status in ASANA
- 7. 2017 Sanitary and Storm Sewer projects- finalized schedules from contractors. Updates- 2017 Spot Lining State Pipi contractor performed installation of lining at Dalewood Ave location.

2017 MH to MH Lining – contractor's scheduled has been received (see below)



- 8. Prepared weekly report.
- 9. Prepared council agenda item related to 2017 Paving Program Contract A.

Friday 3-17-17 OFF Personal Day

Monday 3-20-17

- 10. Responded to multiple emails
- 11. 2017 Sanitary and Storm Sewer CCTV Contract- worked on spot lining project
- 12. Processed street excavation permits and updated department revenue.
- 13. Prepared an MS4 agenda for council meeting
- 14. Worked on 2017 Sewer Spot Lining contract
- **15.** Responded to resident phone calls and requests: 412-359-3595, 412-498-5156
- **16.** Attended at DPW monthly meeting with George Z. and Robert M.

Tuesday 3-21-17

- 11. Responded to multiple emails
- 12. Process multiple POs as per DPW needs.
- 13. Worked on 2017 Sewer Spot Lining contract
- 14. 2016 Sanitary and Storm Sewer continue to work on the project finalized all repairs completed in 2016.
- 15. Responded to resident phone calls and requests: 412-782-4535, 412-290-4319

Wednesday 3-22-17

- 18. Responded to multiple emails
- 19. DPW supervision
- 20. Worked on 2017 Sewer Spot Lining contract

Thursday 3-23-17

- 1. Prepared weekly report.
- 2. Worked on 2017 Sewer Spot Lining contract
- 3. DPW supervision
- 4. Prepared weekly engineering report

Friday 3-24-17

- 17. Responded to multiple emails
- 18. DPW supervision, task assignments (refer to DPW weekly report)

Monday 3-27-17 Sick Day

Tuesday 3-28-17 Sick Day

Wednesday 3-29-17

- 21. Responded to multiple emails
- 22. Worked on 2017 Sewer Rehabilitation project contract A (repair S148)

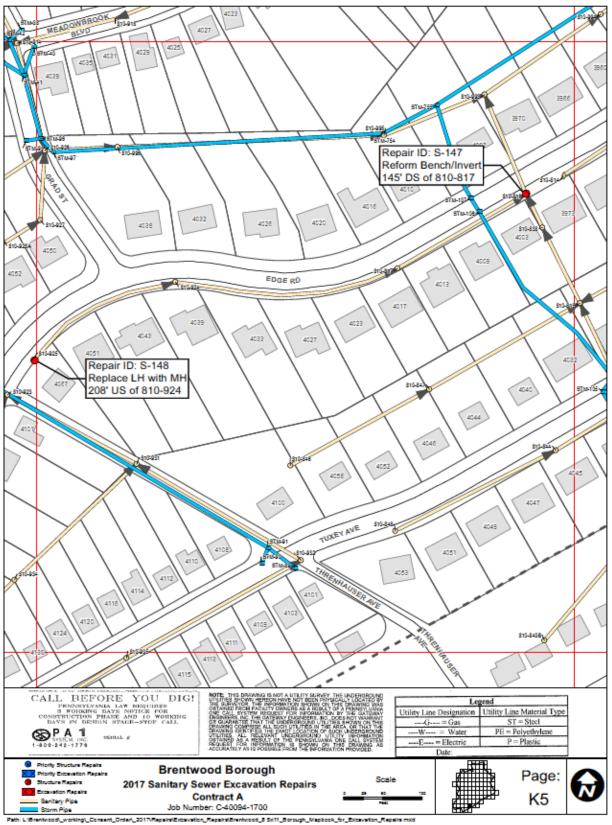


THE BOR OUGH OF BRENTWOOD

MUNICIPAL BUILDING 3624 BROWNSVILLE ROAD PITTSBURGH, PA 15227 Office 412-884-1500

Daily Inspection Report

Date		3-29-17	Weather Conditions	Sunny	
Project I	Name	2017 Sewer Rehab Contract A	Project Number		
Project I	Manager	Vitali Alexandrov	Phone Number	412-884-1500	
Contract	tor	Roto-Rooter			
Contract	tor Contact	Al	Phone Number	412-475-2202	
Project I	Location	4067 Edge Rd			
Time	Notes				
		tailed the following			
		hole with new Manhole			
		of 8*sdr35 included in MH pricing			
					-
					-
	NOTES:				
	Concrete drive	eway restoration 8'6"×8'6" and 1'10"×3'4" unco	ompleted.		
	Contract Items	:			
	Manhole - 1				
	Concrete drive	eway restoration - 72+6.12=78.12 SF			
	Mobilization -	1AE			
		/			
	/				
Inspecto	or Signatur			Page:	of
	4				

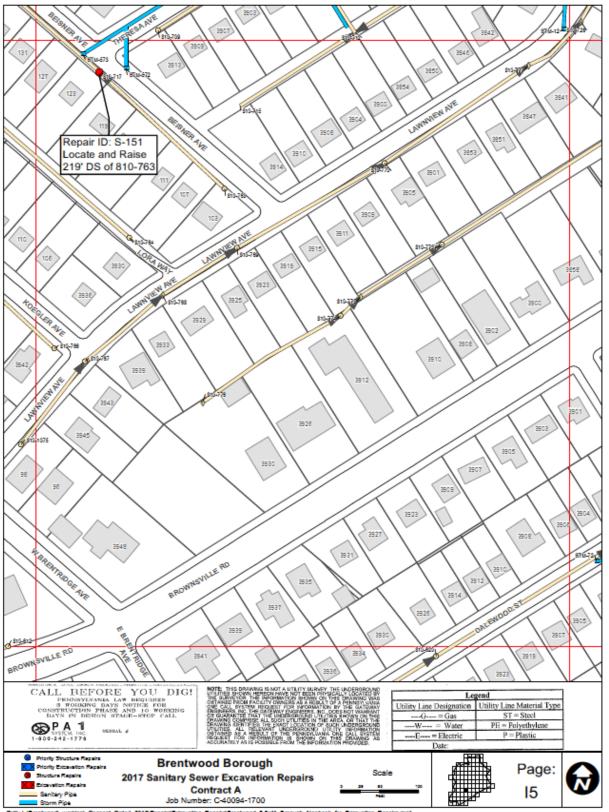


Path. L/Brantwood_workingl_Consent_Order_2017/Repairs@xxavation_Repairs@rentwood_8 5x11_5crough_Wapbook_for_Excession_Repairs m.
Priority Repairs

Thursday 3-30-17

- 5. Prepared weekly report.
- 6. Worked on 2017 Sewer Rehabilitation project contract A (repair S149, S151)
- 7. Prepared weekly engineering report
- 8. Prepared agenda for conference call with GTEWAY

(THE BOR OUGH OF BRENT MUNICIPAL BUILDING 3624 BROWNS PITTSBURGH, PA 15227 Office 412-884-1500		Daily	Inspection Repor
Date		3-30-17	Weather Conditions	;	
Project	Name	2017 Sewer Rehab Contract A	Project Number		
Project	t Manager	Vitali Alexandrov	Phone Number	412-884-1500	
Contra	ctor	Roto-Rooter			
Contra	ctor Contact	Al	Phone Number	412-475-2202	
Project	Location	123 Beisner			
Time	Notes				
	Contractor In:	stalled the following			
	raised existin				
		Reconnected down spout			
	restored the I	awn area			
	NOTES:				
	NOTES.				
	Contract Item	ie.			
	Contract item	-			
	Mobilization -	1AE			
	Raised MH -	1VF			
	lawn restorati	ion -			
		/_			
Inspec	tor Signatur			Page:	of
	, ,	7			



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April 14, 2017 C-40000-2017

REPORT TO: Brentwood Borough Council

George Zboyovsky, P.E., Borough Manager

FROM: Jennifer J. Slagle, P.E., Borough Engineer

Ruthann L. Omer, P.E., Municipal Liaison

SUBJECT: Engineers Report for April 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 04/03/17):
 \$ 35,377.62

 Remaining:
 \$ 79,622.38

-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 and again with Vitali in January 2017 to review the 2016 O&M tasks, any lessons learned which could provide efficiency in 2017, and the tasks to be performed in 2017. Weekly conference calls are performed with Vitali to evaluate the current projects' status, and a monthly staff meeting is held at the Borough.



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.

Mapping and a tracking log were provided to the Borough in March for the stream sewers which are to be inspected after each significant rain event per the O&M plan.

-1701 – Preventative Maintenance

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

Contractor – State Pipe Services

Estimated Schedule – Contractor has already begun Work – Anticipated May Completion

Estimated Contract Amount:

Work Order 1	\$ 29,925.00
Work to Date:	\$ 0.00
Remaining:	\$ 29,925.00

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. Most of the Preventative Maintenance work has been completed by the contractor and they anticipate all work to be wrapped up under this contract by the end of April. The Contractor will submit all CCTV completed under the preventative maintenance contract and it will be reviewed for accuracy.

-1602- Manhole Inspections

Project Manager: Jennifer Slagle, P.E.

Gateway prepared the list of manholes to be performed by the Borough for the 2016 through 2020 O&M Plan. The Borough is using the GIS cloud to track the inspections. Gateway will continue to 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.

Contractor – Roto Rooter Work Order 1 - Estimated Schedule – March to June

Estimated Contract Amount:

Work Order 1	\$ 76,450.00
Work to Date:	\$ 0.00
Remaining:	\$ 76,450.00



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. Additional data and pay applications will be reviewed by both Vitali and Gateway.

The work under the renewed contract is expected to begin in late March. Additional CCTV may be added to the contract throughout the year as needed. A list of roadways was provided by Vitali that included work to be completed under those roads by PA American Water. All the lines under these roadways will be provided to the Contractor as priority to be completed to ensure there aren't any other repairs necessary before PAW completes their work and repaves the road.

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

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

Excavation Repair Contract:

Contractor – Roto Rooter Work Order 1 - Estimated Schedule – March to June

Estimated Contract Amount:

Work Order 1	\$112,648.78
Work to Date:	\$ 00.00
Remaining:	\$112,648.78

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.

All repairs under the 2016 contract has been completed, however the Contractor must submit all post CCTV video to close out the contract. Pay application 2 was prepared and reviewed by the Borough and Gateway and will be ready for execution once all the data is submitted.

The initial field work order was 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. These repairs were provided to the Contractor at the pre-construction meeting on February 28 and the initial field order mapping and lists were also provided at that meeting. The Contractor has completed all the repairs for the work to be done under the road maintenance and also the PAW scheduled work. Other repairs throughout the Borough have also been started. Additional repairs may be added to the contract throughout the year as needed.

Spot Lining Repair Contract:

Contractor – State Pipe

Work Order 1 – Estimated Schedule - March to June

Estimated Contract Amount:

Work Order 1: \$ 47,295.00 Work to Date: \$ 00.00



Remaining: \$ 47,295.00

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

The change order has been prepared and provided to the Contractor in order to accept the renewal of the spot lining repair contract for 2017. The initial field work order was developed for the 2017 spot lining repairs to maintain compliance with the O&M plan. A pre-construction meeting was held on February 28 and the initial field order mapping and lists were provided to the Contractor at that meeting. The Contractor has completed all repairs except one that needs to have additional coordination with the Borough (traffic control and also a dig repair). Additional repairs may be added to the contract throughout the year as needed.

MH-MH Lining Repair Contract:

Contractor – Standard Pipe Services

Work Order 1 - Estimated Schedule - May to July (once Excavation repairs are completed)

Estimated Contract Amount:

 Original Contract (3 years)
 \$162,333.00

 Work to Date:
 \$00.00

 Remaining:
 \$162,333.00

The contract was executed with Standard Pipe Services. The contractor plans on starting the work of the first field order contingent on the completion of the dig repairs required to be completed by Roto-Rooter, which should be sometime in mid to late April. The pre-CCTV inspection has been completed by the contractor which is to be submitted for review. 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 was prepared for work completed in 2016 and submitted to the ACHD in Mach 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.

Gate

Contract A – Viking Drive work by Independent Enterprises is approximately 90% complete. All of the liners are in. We are waiting for the schedule from the subcontractor to line the manholes and complete grouting of the laterals.

Contract B –Brentwood Avenue - Roto Rooter will schedule this repair with the Excavation Contract. The contract was delayed due to utility conflicts. The project has been re-evaluated and Gateway has worked with the Borough staff to determine the best solution to avoid the gas line.

<u>C-40048-2017 – Pavement Maintenance Project – 2017</u>

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

Bids were received and opened on March 10, 2017 for the 2017 Pavement Maintenance program in which the following bids were received for Contract A:

1.	Mele & Mele	\$ 190,632.37
2.	A Liberoni, Inc.	\$ 197,410.73
3.	El Grande Industries	\$ 199,147.50
4.	Facchiano Contracting	\$ 206,827.00
5.	A Folino	\$ 208,361.60
6.	Victor Paving	\$ 215,196.25
7.	Youngblood Paving	\$ 241,449.50
8.	T. A. Robinson	\$ 245,524.75
9.	Peter J. Caruso	\$ 295,216.00

We have not worked with Mele & Mele in the past and have requested that they provide references that we have contacted. The references have not had any problems with their work. We recommend that council take action and award the project to Mele & Mele in the amount of \$ 190,632.37.

An updated schedule for when work will be completed will be provided after the contract is awarded and a pre-construction meeting is held.

Engineering Budget

Work Authorization Approved:	\$ 20,000.00
Work to Date:	\$ 6,000.00
Remaining:	\$ 14,000,00

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 have met with the Borough for a follow up review to discuss changes and revisions to the GIS. We have received an updated version of the Borough's previous GeoPlan database to assist with addressing comments. Some comments may require customization of the system.

Lnaine	Ortho	B 110	ant
Engine		13110	25

Work Authorization Approved:	\$ 10,00	0.00
Work to Date:	\$ 10,00	0.00
Remaining:	\$	0

C-40113-2017 MS4 Program

Project Manager: Ryan R. Berner, GISP

We have received some storm sewer updates/corrections from the Borough and we will update the storm sewer mapping accordingly. We have developed outfall drainage sheds for outfall structures draining to stream polluted with sediment and nutrient.

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.

Engineering Budget	
Work Authorization Amount	\$ 20,000.00
Work to Date	\$ 2,152.00
Remaining	\$ 17 848 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. We have been working with the Saw Mill Run Watershed group regarding approaching the TMDL with a watershed approach.



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. Gateway is currently preparing for the 2017 flow isolation study that is required as part of the Consent Order. Gateway anticipates completing the flow isolation study field data collection in May 2017.

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 performed due diligence, prepared a detailed survey of the site, and held site meetings to evaluate the conceptual design. The schematic design, updated cost estimate, and proposed project phasing has been prepared and reviewed with the Borough following initial revisions. Coordination is being performed with aquatic vendors as the final design is being prepared.

Gateway will assist with preparing information regarding the grant applications being performed.

Proposal Approved (12/12/2016): \$ 65,000.00 Billed to Date (03/10/2017): \$ 10,400.00 Remaining: \$ 54,600.00

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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
April 17, 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 March 2017.

In March we responded to a total of 187 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 139 patients.

We had a total of 19 refusals of transport calls during the month.

In March our average response time from Dispatch to a call and then on scene in the borough of Brentwood was 5.4 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 March we had 12 calls handled by Mutual Aid services while we were on calls.

Also in March we handled 17 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

Report 4/17/2017

Criteria
Date From: 03/01/2017
Date To: 03/31/2017
ALL by Response Code



Group	Count	Pct
E-0	24	12.8
E-1	68	36.4
E-2	21	11.2
E-3	31	16.6
E-4	8	4.3
E-5 Net	35	18.7
Total:	187	

Criteria
Date From: 03/01/2017
Date To: 03/31/2017
ALL by Outcome



Group	Count	Pct
Cancelled	5	2.7
Cancelled Enroute	5	2.7
Care Transfered	1	0,5
DOA	5	2.7
Lift Assist	3	1.6
No Patient Found	6	3.2
Other	2	1.1
Refused	16	8.6
Standby Only	2	1.1
Transported	139	74.3
Treatment / No Transport	3	1.6
Total:	187	

Response Times by MC	D / FIP	'5		
MCD / FIPS	Count	Avg.	Min.	Max.
Baldwin (2117)	2	11.0	8.000	14.000
Baldwin (Township of) (2803)	1	9.0	9,000	9.000
Brentwood (2121)	124	5.4	1.000	16.000
Dormont (2125)	3	9.3	5.000	15.000
Homestead (2824)	2	11.5	10.000	13.000
Jefferson Hills (2826)	19	26.1	3.000	139.000
Mount Lebanon (Township of) (2113)	3	11.0	7.000	17.000
Munhall (2130)	2	12.0	4.000	20.000
Pittsburgh (2001)	3	10.7	6.000	19.000
Whitehall (2139)	1	12.0	12.000	12.000

From: 03/01/2017
To: 03/31/2017
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	7
0-1	0	00.00 %	Г
1-2	2	11.11 %	
2-3	4	22.22 %	1
3-4	5	27.78 %	
4-5	4	22.22 %	
5-6	1	05.56 %	1
6-7	1	05.56 %	1
7-8	1	05.56 %	
8-9	0	00.00 %	1
9-10	0	00.00 %	

Average: 4.28

Average (0-15 times): 4.28

Min.: 2.000 Max.: 8.000

From:

Criteria 03/01/2017

To:

03/31/2017

Group By: 1st Time:

Group by Time Frame

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	03.33 %	-
1-2	5	08.33 %	
2-3	5	08.33 %	
3-4	9	15.00 %	
4-5	14	23.33 %	
5-6	8	13.33 %	
6-7	4	06.67 %	
7-8	6	10.00 %	
8-9	1	01.67 %	
9-10	2	03.33 %	
Above Max Range	4	06.67 %	

Average: 5.75

Average (0-15 times): 5.40

Min.: 1.000 Max.: 16.000

Criteria

03/01/2017 03/31/2017

To:

From:

Group by Time Frame Time Dispatched Group By: 1st Time:

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	٦
0-1	0	00.00 %	ļ
1-2	1	06.25 %	1
2-3	0	00.00 %	ı
3-4	4	25.00 %	
4-5	4	25.00 %	
5-6	2	12.50 %	
6-7	4	25.00 %	١
7-8	1	06.25 %	١
8-9	0	00.00 %	1
9-10	0	00.00 %	

Average: 5.38

Average (0-15 times): 5.38

Min.: 2.000 Max.: 8.000

Criteria

From:

03/01/2017

To: Group By: 03/31/2017 Group by Time Frame Time Dispatched

1st Time:

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	3	11.11 %
2-3	3	11.11 %
3-4	5	18.52 %
4-5	7	25.93 %
5-6	3	11.11 %
6-7	0	00.00 %
7-8	2	07.41 %
8-9	1	03.70 %
9-10	2	07.41 %
Above Max Range	1	03.70 %

Average: 5.44

Average (0-15 times): 5.44

Min.: 2.000 Max.: 14.000

Criteria

03/01/2017 From:

03/31/2017 Group by Time Frame To: Group By: Time Dispatched
Time Arriving at Referring 1st Time:

2nd Time:

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	20.00 %
4-5	0	00.00 %
5-6	3	60.00 %
6-7	1	20.00 %
7-8	0	00.00 %
8-9	0	00.00 %
9-10	0	00.00 %

Average: 5.80

Average (0-15 times): 5.80

Min.: 4.000 Max.: 7.000

Criteria 03/01/2017

From:

03/31/2017 To: Group by Time Frame

Group By: 1st Time:

Time Dispatched
Time Arriving at Referring 2nd Time:

Only show charts where times exist

Ignore time differences of "0" Response Code(s): E-4 Zip Code(s): 15227

кероп 4/1//201/

Criteria
Date From: 03/01/2017
Date To: 03/31/2017
ALL by Base / Station

Count Pct Group Station 530 187 100.0 Total: 187

Criteria
Date From: 03/01/2017
Date To: 03/31/2017
ALL by Medical Category



, , , , , , , , , , , , , , , , , , ,		
Group	Count	Pct
Abdominal Pain	5	2.7
Behavioral	9	4.8
Cardiac	7	3.7
Chest Pain-STEMI	2	1.1
Fall Victim	24	12.8
GI Problem	1	0.5
Generalized Weakness	4	2.1
Hemorrhage	2	1.1
Medical (NOS-last choice)	58	31.0
Nausea	2	1.1
Neurological	4	2.1
Not Applicable	4	2.1
Not Entered	2	1.1
Obstetrical	2	1.1
Pain	10	5.3
Poison / Overdose	7	3.7
Respiratory	10	5.3
Seizure	2	1.1
Stab/Gunshot Wound	1	0.5
Standby	3	1.6
Stroke	1	0.5
Transfer / Interfacility / Palliative Care	14	7.5
Trauma	4	2.1
Unconscious / Fainting	8	4.3
Vomiting	1	0.5
Total:	187	



BRENTWOOD BOROUGH POLICE DEPARTMENT

Adam R. Zeppuhar Chief of Police



DATE: 4/13/2017

FROM: Chief Adam Zeppuhar

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

TO	TAL ARRESTS	COUNT	Year to Date
TOTA	L ARREST ADULT	34	102
Gender	Male	23	67
	Female	11	35
TOTAL	ARREST JUVENILE	5	12
Gender	Male	4	10
	Female	1	2
TI	RAFFIC STOPS	COUNT	COUNT
TOTAL		216	338
CITATIO	N(S) ISSUED	114	181
WARNII	NG(S) ISSUED	97	149
ARRES	Г	4	14
OTHER		1	4

Arrest	Total Count: 36	YTD
OTHER WARRANT	0	4
PFA/ICC	0	1
UCR – ARRESTED AND RELEASED -NOT INCARCERATED	29	44
UCR – ARRESTED AND TAKEN TO ACJ/SHUMAN	7	16
WITH WARRANT	0	8

Citation	Total Count	YTD
BOROUGH PARKING TICKET	209	671
NON-TRAFFIC CITATION	12	21
TRAFFIC TICKET	224	525

EVENT TYPE COUNT

ALARM	16			
ANIMAL COMPLAINT	11			
ANIMAL LOST/FOUND	3			
AREA 1 CHECK	62			
AREA 2 CHECK	62			
ASSAULT	7			
ASSIST CITIZEN	7			
ASSIST EMS	76			
ASSIST FIRE	5			
ASSIST POLICE	11			
BOROUGH PARK CHECK	26			
BRENTWOOD TOWNE CENTER CHECK	4			
BURGLARY	2			
CHILD LINE REFERRAL	4			
CIVIL COMPLAINT	4			
COMMUNITY RELATIONS	4			
CRASH/REPORTABLE	1			
CRIMINAL MISCHIEF	2			
DISABLED VEHICLE	7			
DISORDERLY CONDUCT	1			
DISPUTE	5			
DISTURBANCE	7			
DOA	1			
DOMESTIC	18			
DUI	8			
FOOT PATROL CENTRAL BROWNSVILLE	1			
FOOT PATROL NORTH-BROWNSVILLE	1			
FRAUD	6			
HARASSMENT	8			
HAZARDOUS CONDITIONS	5			
JUVENILE COMPLAINT	5			
LOCAL ORDINANCE	40			
MEGAN'S LAW NOTIFICATION	1			
MENTAL HEALTH	1			
MISSING PERSON, +18	1			
MISSING PERSON, -18	1			
MOTOR VEHICLE CRASH	21			
MOTOR VEHICLE THEFT	3			
NARCOTICS	10			
OFFENSE AGAINST FAMILY	2			
OPEN DOOR				
OVERDOSE / FATAL				
OVERDOSE / NON-FATAL				

PARKING COMPLAINT	8				
PARKING ENFORCEMENT DETAIL	3				
PERSON SEEKING POLICE ADVICE					
PFA					
PROPERTY DAMAGE					
PROPERTY-LOST/FOUND/RECOVERED	7				
PUBLIC DRUNKENESS	8				
RECOVERED STOLEN PROPERTY	1				
ROBBERY	1				
ROLL CALL	92				
RUNAWAY	1				
SUICIDE POSSIBLE/ATTEMPT	2				
SUSPICIOUS ACTIVITIES	7				
SUSPICIOUS PERSON	16				
SUSPICIOUS VEHICLE(S)	1				
THEFT	12				
TRAFFIC COMPLAINT	22				
TRAFFIC DETAIL/ENFORCEMENT	50				
TRAFFIC STOP	216				
TRAINING	13				
UNWANTED PERSONS	4				
UTILITY COMPLAINT	3				
VEHICLE MAINTENANCE	10				
VEHICLE STOP	1				
WARRANT	2				
WARRANT ISSUED	1				
WARRANT SERVED	1				
WATER SHUT OFF DETAIL	13				
WEAPONS	2				
WELFARE CHECK	18				

Category	DATES		
	4/3/2017	4/12/2017	YTD
Parking tickets cash	\$201.00	\$115.00	\$1,321.00
Parking tickets checks	\$555.00	\$205.00	\$2,570.00
Insurance (police report copies)	\$120.00	\$30.00	\$1,050.00
Allegheny County DUI fines	\$2,032.54	\$0.00	\$4,451.52
Allegheny County Traffic fines	\$0.00	\$1,674.37	\$5,699.04
Allegheny County parking meter fines	\$0.00	\$814.91	\$3,117.08
Allegheny County Non-Traffic fines	\$0.00	\$1,092.46	\$7,999.00
Code Enforcement Fines	\$0.00	\$604.70	\$1307.67
False Alarm Fines	\$0.00	\$0.00	\$0.00
NSF Checks	\$0.00	\$0.00	\$75.00
Restitution	\$0.00	\$0.00	\$0.00
WEEKLY TOTALS	\$2,908.54	\$4,536.44	\$27,590.31

NOTES

- On 3.16.17 our department investigated a bicycle theft from Glendale Avenue which was featured on a local news channel. On 3.20.17, Officers Swick and Wagner successfully made an arrest in the case.
- Chief Zeppuhar attended the annual PELRAS conference in State College, PA from 3.22.17-3.24.17.
- On 3.20.17, our department received a call in regards to a resident wishing to harm himself and police officers. Though the male was not in our town during the report, Officer Meisel along with Sergeant DeLallo and Officers Mikelonis and Wagner were able to successfully investigate the incident and keep in constant communication with Allegheny County Dispatch and the Pennsylvania State Police. The male was ultimately apprehended outside the county and no police officers were injured.
- All officers have successfully completed their 2017 Mandatory In-Service Training through the Municipal Police Officers Education and Training Commission (MPOETC)
- On 3.25.17, Officers Swick and Wagner recovered a dirt bike on Villawood
 Avenue which was reported stolen from the City of Pittsburgh. The father of the
 bikes owner did call up to our station praising Officer Swick and Wagner for
 their work in this case.
- Officer Skrip attended the annual SHACOG CIRT conference from 3.28.17 to 3.30.17.
- On 4.3.17 we learned that our area was successful in a grant award (SHACOG) from District Attorney Steven Zapalla's office. This grant will provide surveillance cameras to the Sr51/Brownsville intersection. There will be no charge for the Borough for 2017. Starting 2018 there will be an approximate \$2500/year maintenance fee and warranty coverage will last until 2020. These cameras are expected to be installed by June 2017.
- During the weeks of 4.3.17 and 4.10.17 officers attended SIMTAC training which
 was hosted by Mt. Lebanon Police and SHACOG. This is simulated firearms
 training that provides officers with various shoot/don't shoot situations and
 enhances verbal communication in simulated critical incidents. The remainder of

our department will attend this training in April. For further details, please go to http://simtacservices.com/

- On 4.12.17, the new patrol car 19 was picked up from the dealership and transported to Valero Services for up fitting. The vehicle is expected to be inservice by 5/1/17. The "old" car will be kept in the borough fleet for Code Enforcements use.
- An officer from the daylight shift was out on injury for 4 days and has since returned to work.
- 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 Skrip. 3/21/17.
 - We would like to remind all residents to please lock your 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.



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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

April 17, 2017

Brentwood Borough Council 3624 Brownsville Road Pittsburgh, PA 15227

RE: Monthly Progress Report 2017-03 Office of the Borough Manager Period March 01, 2017 to March 31, 2017

Honorable Members of Council:

Enclosed is my monthly progress report for the period of March 01 to March 31st, 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:.

3 Rivers Wet Weather

Please see the attached meeting summary from the 3 Rivers Source Reduction and Flow Target Subcommittee meeting held on March 16, 2017.

3 Rivers
Wet Weather

Region Wide Multi-Municipal Source Reduction

Regionalization Project

As discussed last year, ALCOSAN has procured a contract for the inspection of regionalization sewers and associated infrastructure in the Saw Mill Run, Southern Allegheny River, and Southern Monongahela River sewersheds. ALCOSAN has contracted with Red Zone Robotics Inc. to conduct an assessment of Regionalization sewers within the ALCOSAN service area. Contractor personnel have been authorized by ALCOSAN and your municipality to access the sewer system as necessary to complete inspections of the local sewer infrastructure in a multiphase rolling cycle. Manhole investigations will be the first phase of work. During this phase, crews will access manholes to gather measurements and confirm pipe connectivity and then document the location of the manholes using GPS technology. The second phase of work involves crews performing preparatory cleaning and CCTV inspection of the sewer lines. Please note that the manhole and CCTV inspection work may not occur at the same time and that there may be a lag between phases of work.

As a courtesy notice we wanted to let you know that the work will be starting in your area in the near future. It is anticipated that the inspection crews will be in your area multiple times throughout the next several months with an approximate start date as early as March 20th for work in the M-42 (Streets Run) POC sewershed.

Our field inspectors will also be reaching out to you during the progress of work in your municipality. If you have any concerns or questions about the inspection work, please contact Darby Neidig, AECOM at 412-297-4503 or Mike Lichte, ALCOSAN at 412-732-8004.



ARLE Grant Project - Willock/Brownsville Road Traffic Signal Upgrades

Status Update: Refer to Engineer's Report.

TRAIL COMMITTEE

Status Update: Nothing new to report.

MARKETING COMMITTEE (JOINT WITH SCHOOL DISTRICT)

03/06/17 – Prepared for and attended the inaugural Joint Council/School District Marketing Committee Meeting.

1. Call to Order. 6:00PM

2. RollCall. - (Sign In Sheet) 6:00PM

Councilman Rich Schubert

Councilman A J Doyle

Councilwoman Stephanie Fox

Director Kristie Kraeuter

Director Gary Topolosky

Director Donna Werner

Borough Manager, George Zboyovsky, PE

4. Introductions 6:00PM

5. BestDates and Times for Reoccuring Monthly Meeting 6:05PM

First Monday of the month. 6pm

6. Objectives- What is the purpose of this Committee? 6:10PM

The following Objectives were mentioned during a brainstorming session:

- a. Promote the School District and the Borough
- b. Attract Young Professionals and Families to the Borough.
- c. Promote the Commutability and Location of the Borough. (Close to everything.)
- d. Attract Restaurants and Entertainment to the Borough.



- e. Increase Home Ownership
- f. Increase Property Values

7. Goals - Measurable Goals/Outcomes?

6:30PM

The following Goals were mentioned during a brainstorming session:

- a. Establish some Property Tax Incentives (Residential and Commercial)
- b. Increase the School District's State Wide Ranking/Ratings.
- c. Partner with Realtors to promote the Borough by meeting with them to ask why people are or are not purchasing homes in the Borough. (Identify ways to promote as well as identify the pittfalls.)
- d. Re-Establish the DARE Program
- e. Bring/promote Realty Tour to K through 12 grades.
- f. Final Product = A comprehensive marketing plan. Create a Marketing CD.

8. Action Items/Next Step/New Items

6:50PM

- Will invite some realtors to the next Marketing Committee Meeting. GZ will coordinate.
- GZ and AJD will work on Property Tax Incentives/Policies.
- GT, KK, and DW will work on ways to increase the School District's Ranking.
- SF and RS will obtain information regarding the DARE program and Realty Tours.
- Next meeting is scheduled for Monday, April 3, 2017 at 6:00 PM.

9. Adjournment.

7:00PM

STRATEGIC ACTION PLAN (SAP)

Status: Nothing new to report.

PERMIT PARKING PROJECT

Status Update:

03/13/17 - Prepared for and attended a meeting with the following regarding the On-Street Parking Ordinances.

03/08/17 - Attended the public meeting.



POOL PROJECT/CITF GRANT

Status Update:

03/27/17 - Weekly Conference call.

10:00 AM - Call from D. Flynn. Discussed the format and cost estimates associated with this evening's presentation to Council. D. Flynn indicated that the Phase I cost estimate was greater than the conceptual estimates prepared by LGA. This will be mentioned to Council along with showing the LGA original plan compared to the engineered plan. Phase I is currently estimated at \$1,007,198.75 which includes a 20% contingency. Phase II is currently estimated at \$508,947.25. Phase III - which is the renovations to the bathhouse would be roughly \$300,000.00. It appears that the primary reason the conceptual estimates are much less than the current estimates is due to some items that were not included in the original such as plumbing and electrical work needed for the water features/pumps, and site lighting.

03/16/17 – Set up the Phase I – Pool Renovation Project into Asana. Weekly conference call with Gateway Engineers. Reviewed Progress Reports (see attached). Discussed the Gateway Presentation that will occur at the beginning of the March 27, 2017 Council Meeting.

03/15/17 - Reviewed some of the conceptual plans prepared by Gateway in preparation for the weekly conference call.

03/16/17 – Set up the Phase I – Pool Renovation Project into Asana. Weekly conference call with Gateway Engineers. Reviewed Progress Reports (see attached). Discussed the Gateway Presentation that will occur at the beginning of the March 27, 2017 Council Meeting.

03/02/17 – Conference call with Gateway Engineers and R. Mackewich and J. Attanucci to review progress of the Pool Renovation's project. Reviewed progress report questions. Reviewed the conceptual plans and made comments. The biggest items were to clarify that there is only to be one entrance to the pool. (existing entrance).

Researched some costs and designs for pool slides. It was agreed, that to save costs, the Borough would purchase such items as Lifeguard Chairs, Slide, Shade Structures, etc. from a State Contract rather than have them included in the Design Specs which would then be "marked up". A presentation to Council is being planned for March.

03/01/17 - Reviewed Progress Report and conceptual plans. (See attached)

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: Nothing new to report.

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:

03/27/17 – Call to Skelly & Loy for an update on the Phase I. A copy was emailed. Reviewed briefly and forwarded to Council. Skelly & Loy are recommending moving forward with Phase II/III. They will provide an proposal to provide these services. The estimated cost could be around \$10k - \$20k. Will present options to Borough Council during Executive Session.

03/17/17 Received a call from Jason McCabe of Skelly & Loy. He informed me that he received word from The Gateway Engineers that during the drilling for test borings, the drillers noticed a strange smell coming from the soils. He stated that this information, compounded with what they already know (possible PCBs in the basement area, an underground storage tank, asbestos covered roof, etc.) that they will be recommending that the Borough obtain a Phase II Environmental Site Assessment and then Phase III ESA. He indicated that the Phase I ESA will be completed the week of 3/20/17.

03/16/17 – Received a call from Dan Davis. He informed me of some of the issues they have encountered during the Phase I ESA. He asked that I send over to him a copy of the Asbestos Report on the Building.

03/10/17 – Met with Mayor Troy and Ashley Bianco and Steven Massaro from Massaro Construction Group. They wanted to discuss the Borough's needs for a Construction Manager for the new Municipal Building Project. Discussed either a traditional CM or a CM at Risk option. More information regarding the Borough's retaining of a CM will be discussed in the future.

03/03/17 – I, along with Ralph Costa met Matt Franz of HHSDR, Joe Fagan of Gateway Engineers, and Tim Gaber along with the Geotechnical company to investigate whether or not a drill rig can have access to the Snee Dairy basement to perform at least two additional borings. After reviewing the site, the driller indicated that they will indeed be able to drill two borings inside of the building. This will result in four (4) total borings which should be sufficient to



determine the type of foundation. Gateway Engineers were authorized a not-to-exceed amount of \$7,000 for two (2) borings located out front of the building. I stated to Joe Fagen, as this is a necessary requirement to ensure an adequate foundation, for him to send me an addendum to the Work Authorization for the two (2) additional borings. Council could vote to approve during a special meeting on Monday, March 13th or wait until Monday, March 20th to ratify the additional work. Since this is a necessary step in the Borough's due diligence, waiting until the 20th should not be an issue.

Walking through the building, one would be amazed at the size. There has been talk about keeping the garage parking downstairs in the basement as the existing building had, but looking at the size of the first floor, and confirming this with Matt Franz, there does not appear to be a need to include any underground/basement parking. In addition, any additional floor/space will require elevator/ada access and just add to the costs.

IN-HOUSE SEWAGE/DELINQUENT REFUSE COLLECTIONS PROJECT STATUS:

03/28/17 – Met with representatives from First National Bank to see if they could provide "Lock Box" services as well as a more reliable on-line payment process. The presentation went well and they will be providing us with a proposal. (FYI: The agreement with PNC Bank expires at the end of 2017.)

03/17/17 - Meeting with C. Held of Software Systems to review the status of the billing software and revisions to the process.

03/16/17 - Met with E. Peccon in preparation for Friday's meeting with Software Systems.

03/10/17 - Discussed postings with an Officer.

03/09/17 – Meeting with First National Bank to see if they can submit a proposal to assist the Borough with On-Line Payments and the Lock-Box for the Sanitary/Trash Billings. Another meeting will be scheduled to demonstrate their product.

SAW MILL RUN WATERSHED ASSOCIATION

Status: Nothing new to report.

MILITARY BANNER POLICY

Status: Nothing new to report.

To date the Borough has received approximately 30 Applications.

STRATEGIC ACTION PLAN (SAP)

Status: Nothing new to report.



YOUTH EXCEPTIONAL SERVCIE (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, March 03rd.

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

ALCOSAN

March 2017 Update:

During a visit to Allegheny County in June 2014, EPA shared its expectation for municipalities to focus on source flow reduction as an important component of the region's long-term wet weather plan. When PADEP/ACHD issued interim municipal consent orders in 2015, the communities were required to begin evaluating source flow reduction opportunities. In addition, ALCOSAN began preparing a response to a Section 308 Request for Information mandating evaluation of municipal flow targets.

In 2015 to help facilitate the region's focus on these important issues, 3RWW, ALCOSAN and municipal stakeholders began collaborating as part of the Source Flow Reduction and Flow Target Subcommittee (SFRFT). The goals of the SFRFT Subcommittee include developing a consensus-based municipal plan for source flow reduction and flow targets in both separate and combined sewer systems, and supporting the ALCOSAN Interim Wet Weather Plan implementation through cost-effective removal of infiltration and inflow.

Along with a cover letter, attached you will find two documents: an interim report developed by the SFRFT -- which includes details of the work of the subcommittee, proposed interim investigative flow target thresholds for combined, separate, and hybrid systems as well as proposed initial implementation steps -- and the Executive Summary of that report.

The purpose of this report is twofold:

☑ To provide a consensus-based summary document from a municipal perspective, which addresses Interim Investigative Flow Target Metric Thresholds as a resource to ALCOSAN's January 2017 response to the 308 letter received from the EPA.

☑ To provide a consensus-based framework for acceptance by the municipalities of a compliance process and Interim Investigative Flow Target Metric Thresholds for incorporation into potential regulatory implementation orders.



BOROUGH BUILDING

Civic Center ADA Evaluation

03/10/17 - Met with Penny Reddy of ADA Consultants to walk through the Civic Center so she may prepare a proposal to conduct an ADA Evaluation of the Civic Center.

Code Enforcement/Building Inspection

See attached Weekly Report.

03/07/17 - Monthly Code Department Meeting.

COMMUNITY AFFAIRS/ECONOMIC DEVELOPMENT

03/31/17 – I, along with Eric Peccon, Council President John Frombach, and Councilman AJ Doyle attended the Press Conference and Luncheon associated with the Borough's receiving and being named a 2017 Allegheny County Banner Community.



Brentwood named 2017 Allegheny County Banner Community for the 3rd year in a row!

This status is awarded to a Community as a result of their outstanding commitment to professional development, prudent fiscal management, transparency, accountability and proactive communications to engage community stakeholders, these communities have achieved Banner Community status.



Councilman AJ Doyle and Council President John Frombach were on hand to receive the prestigious 2017 Allegheny County Banner Community certificate.





Congratulations!

Your municipality has been awarded the status of a 2017 Banner Community!

(please see below for important details)

ALOM is pleased to inform you that many enhancements have been made to the Banner Community Program which include several benefits, all made possible by the program sponsor Herbert, Rowland & Grubic (HRG) Engineering. In addition to the traditional press announcement and certificate ceremony, the 2017 recognition will include a luncheon event as a special "thank you" to our Banner Communities for their efforts. All 2017 Banner Communities will also be eligible to receive scholarships for their elected and appointed officials to attend the 2018 Spring Educational Conference. Please see below for important details and please respond accordingly no later than March 24, 2017.

Press Event:

- Friday, March 31
- 10:30 a.m.
- Allegheny County Courthouse
- Grand Staircase



Luncheon:

- Friday, March 31
- 12:00 noon start (immediately following press event)
- Rivers Club One Oxford Center (entrance on 4th floor) 301 Grant St, Pittsburgh, PA 15219
- Each Banner Community receives **2 complimentary** seats at the luncheon. Additional seats are available for \$30 per person. All guests must register for the luncheon to ensure proper seating.
- To register complimentary guests, click here
- To register additional guests for \$30 per person, click here.

2018 Spring Educational Conference Scholarships:

- Will be awarded at the 2017 Spring Educational Conference
- Additional details will be provided at the time scholarships are awarded

Allegheny League of Municipalities (ALOM)

Time is Running Out

Spring Educational Conference

2017 Spring Educational Conference Information Now Available! The 2017 Spring Educational Conference is taking place **April 6-9** at Seven Springs Mountain Resort! **This year's conference will feature a number of enhancements including:**

- Headlining Entertainment on Saturday Night
- New Registration and Information Hub
- More Concurrent Sessions
- Online Registration and Credit Card Payments



Brentwood Business Owners Association (BBOA)

April, 2017 General Luncheon Meeting Tuesday, April 11, 2017

11:30 a.m. – Socializing and Networking 12:00 p.m. – Meeting of the Membership

The Crack'd Egg

4131 Brownsville Rd. Pittsburgh, PA 15227

Cost: \$20.00

Cash or Checks made payable to: BBOA

R.S.V.P - Rita at (412) 885-4868 x104

Brentwood Baldwin Whitehall Chamber of Commerce

03/28/17 - Prepared for and attended the monthly BBW Board of Director's Meeting.

03/02/17 - Attended the BBW Chamber Meeting.

Brentwood Baldwin Whitehall Chamber of Commerce Annual Chamber Appreciation Luncheon

April 6, 2017

South Hills Country Club

4305 Brownsville Road Pittsburgh, PA 15227

Noon

Join us as we present our 2017 Education Grants to Emilee Jackson – Baldwin High School and Sandhya Adhikari – Brentwood High School

Excerpts from the Spring Musical Productions of *The Little Mermaid* at Brentwood High School and *Zorro* at Baldwin High School



MARCH

March 2nd - Chamber General Luncheon, noon, at South Hills Country Club, 4053 Brownsville Road, 15227, Guest Speaker Richard Hudic, Executive Director, Allegheny Regional Assets District.

March 10th - Women's Networking Luncheon, noon, at South Hills Country Club, 4053 Brownsville Road, 15227, Guest Speaker Lillie Leonardi, author *In The Shadow Of A Badge* March 19th - Learn to Manage Your Kidney Health, Sponsored by Seven Oaks Hospice. Class will be held at 10AM, Norbert Personal Care home, 2413 St. Norbert Drive, 15234. RSVP 412-742-3443, or KindeySmart.org/Class

March 23rd - Passport to Pittsburgh presents *Afternoon Delight!* Tour. 11AM - 4PM, Cabaret Theater Square buffet lunch and performance of "Pump Boys and Dinettes" Cost: \$95 per person, Contact Kim Adley, 412-298-0409, passport2pgh@gmail.com.

BRENTWOOD BALDWIN WHITEHALL CHAMBER OF COMMERCE LUNCHEON AND GENERAL MEMBERSHIP MEETING

March 2, 2017

South Hills Country Club 4305 Brownsville Road Pittsburgh, PA 15227

Noon

Guest Speaker **Richard Hudic** Executive Director Allegheny Regional Asset District

The Allegheny Regional Asset District (RAD) is a special purpose area-wide unit of local government that was authorized by an act of the Pennsylvania Legislature (Act 77 of 1993). The geography of the District is the same as Allegheny County. RAD provides grants from half of the proceeds of the Allegheny County Sales and Use Tax, and works with citizen boards and government officials to monitor the assets for effective operation and development.

RAD grants are distributed to civic, cultural and recreational entities, libraries, parks and sports facilities.

Government Affairs

03/27/17 - APMM Board of Director's Conference call.



CONNECT

CONNECT Executive Committee Meeting

The next CONNECT Executive Committee meeting will be, March 16th at 10:00 a.m. at the Millvale Community Center located at 416 Lincoln Avenue, Millvale **PA.** There is street parking and a municipal lot located on Butler Street between Grant Avenue and Lincoln Avenue.

This month CONNECT will be spending the meeting time reviewing the draft resolutions for the upcoming Congress, and discussing CONNECT business. In the attached packet, you will find the draft resolutions.

Please also mark your calendars for upcoming <u>CONNECT events</u>, including the next **Utilities Meetup which will take place this coming Tuesday, March 21st at 9:00 a.m.** at the Dormont Rec Center (1801 Dormont Ave, Pittsburgh, PA 15216) and the upcoming information session with Jim Sloss to discuss the potential opportunity for municipalities to jointly purchase their natural gas with the City of Pittsburgh that will take place on **Monday, March 27th at 2:00 p.m. at Fugh Memorial Hall in Etna PA**. Please RSVP to lindsayangelo@pitt.edu.

EMS Critical Conditions Report

As many of you know, at CONNECT's 2011 Annual Congress, PGH City Controller Michael Lamb released a report titled "Critical Condition, The EMS Crisis in Pittsburgh and its Neighboring Communities." (Attached) This report provided an overview of the state of the EMS agencies operating in the CONNECT footprint, and made a recommendation for the creation of a dedicated revenue stream to assist shortfalls.

As it has been six years since this report was issued, and the financial state of EMS agencies has not improved and in some cases has arguably declined, Controller Lamb has expressed interest in updating this report in order to assess the current state of agencies, and to continue to shine a light on this looming crisis. He is currently compiling information (Brentwood has already responded) and will be issuing the revised report soon.

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

03/27/17 - Prepared for and attended Council Regular Meeting.

03/17/17 - Worked on Agenda Meeting Agenda and Information on Novus Agenda.

03/13/17 = Prepared for and attended the Zoning and Ordinance Committee Meeting. I also attended a Parking Program meeting.

03/08/17 - Began working on the Agenda for the Zoning and Ordinance Committee Meeting scheduled for Monday, March 13, 2017.

COUNCIL PACKETS

03/28/17 - Completed and emailed out last week's Council Packet.

03/06/17 - Completed and emailed out last week's Council Packet.

Engineering

Refer to Engineer's Report Attached.

03/03/17 - Meeting with D. Barton of CTL Engineering.

Monthly Engineering Progress Meeting with Gateway Engineers

3/08/17 - 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 – See attached Summary.

<u>PennDOT - Rapid Bridge Replacement Project.</u>

03/02/17 - Attended meeting with PennDOT regarding the Rapid Bridge Replacement Project that is occurring this summer on two, possibly three structures, that will result in the closing and detouring of traffic.

Field 3 Flooding

03/07/17 - Reviewed Field 3 Drainage calculations prepared by Vitali Alexandrov and made some edits.





Finance

03/31/17 - Reviewed invoices and signed checks.

03/15/17 - Reviewed invoices and signed checks.

03/13/17 - Reviewed new Purchase Orders.

03/14/17 - Reviewed invoices and signed checks. Reviewed Purchase Orders.

03/07/17 - Reviewed invoices and signed checks.

03/01/17 - Reviewed Purchase Orders, Input new PO for DPW Computer Monitor and Backup.

2016 Audit

03/07/17 – Met with Auditors to answer some questions they had.

Allegheny County Southwest Tax Collection Committee

03/09/17 - Prepared for and attended the Bi-Annual Allegheny County Southwest Tax Collection Committee Meeting. (Refer to attached meeting packet).

AccuFund

03/14/17 - Contacted Elisa regarding some questions on the AccuFund Purchase Orders. Prepared an email with my questions and sent them to her to be addressed.

Financing

03/09/17 – I, along with Eric Peccon, met with Samuele Bozzolla and Beth O'Donnell from Allegheny County Department of Economic Development.

Financial Planning

03/08/17 - Met with Aaron Mansfield. He will be scheduling a time to meet with the Borough employees to discuss the importance of Financial Planning.

Petty Cash Policy

03/07/17 – with the establishment of the procurement cards the Borough all but did away with any Petty Cash. However, the Police Department will require access to Cash as part of any investigation that may so require. As such, the Borough will look into a revised Petty Cash policy.



Grants

DCNR Grant - Phase II Pool Renovations

03/29/17 – Pre-Application meeting with DCNR Representative Kathy Frankel. She provided the Borough with good information when completing this year's grant application for Phase II of the Brentwood Pool Renovation's project. The deadline for the Grant Application is April 12th.

DCED MultiModal Grant

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

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

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

Funding

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

LGA Intern Grant

03/30/17 – I, along with E. Peccon, attended the 2017 LGA Intern Fair at the University of Pittsburgh. Met with a dozen or so interested candidates. Will narrow down the list and invite 4-5 in for a follow up interview.

03/29/17 - Prepared for LGA Intern Fair scheduled for March 30, 2017.

03/06/17 - Received notice that the review committee selected our project titled "Ten Year Capital Improvement Plan" for participation in the Local Government Academy's 2017 Municipal Intern Program.

Eric and I will be attending the Municipal Intern Fair on March 30th. It is there that we will begin the process of selecting an intern.



INFORMATION TECHNOLOGY

03/02/17 - Trained J. Attanucci on AccuFund Purchase Orders.

INSURANCE

03/29/17 - I, along with E. Peccon, met with Arthur J. Gallagher & Co., representatives Marshall Wunderlich, Area President; Erica Puruczky, Client Service Manager, and Alan Pepoy to review the new insurance renewal proposal. As stated on Monday, the renewal quote for the period 04/01/17 to 03/31/18 came in at \$70,172 which is \$25,324 less than last year's premiums. They also highly recommended to obtain Cyber Liability Insurance. This would protect the Borough from claims involving the unauthorized release of information for which the Borough has a legal obligation to keep private (i.e., resident's information, social security numbers, etc.). It would also protect the Borough against claims alleging invasion of privacy and/or copyright/trademark violations in a digital, online or social media environment. Another example would be claims alleging failures of computer security that result in deletion/alteration of data, transmission of malicious code, denial of service, etc. If the Borough would have one of these claims filed against it, we would be covered with defense costs in State or Federal regulatory proceedings that involve violation of privacy law. With the Borough becoming more and more technical as well as our increase in the collections department this is a necessary coverage to have. (think if the Borough is ever hacked. Everyone who had ever done business with the Borough would have to be contacted.) The premium for this additional insurance is \$3,238.

The below table is a summary of the quotes that AJG (current broker) obtain as well as one new quote obtained by Ed Schmidt of ESI (Brit).

Property/B&M/Inland Marine/Crime
Auto
Umbrella
G 11:17: D 1
General Liability Policy
Law Enforcement Liability
E&O - Public Officials Liability
Cyber Liability (NEW)

- not included in the below quotes but will be added for an additional annual premium of \$3,238.00.



2016	2017	2017	2017	2017
McKee	McKee	McGowan	Travelers	Brit
\$ 95,496.00	\$ 70,172.00	\$ 88,965.00	\$ 95,496.00	\$ 85,787.00

A summary comparison was performed between McKee and Brit to ensure that both quotes were comparable. As it turned out, Brit was missing some information or had assumptions that were not the same coverage as being provided for by the Borough's current policy. The biggest item was that Brit only had Borough property valued at \$16,778,702 whereas McKee used \$22,036,801. It appears that the Brit quote missed the DPW Building and the upgrades to the Stadium. The limits associated with Abuse or Molestation were also less under the Brit quote. \$250,000/\$500,000 compared to \$1,000,000/\$1,000,000. The new McKee quote includes Third Party Employment Practices Liability Coverage this year. This would protect the Borough if a third party (i.e., resident) would file a claim against a Borough employee for misconduct or something similar (i.e., Inappropriate text, Facebook statement, etc.) This was actually discussed at last week's PELRAS Conference with numerous cases cited. It was unclear if Brit's quote included this.

As such, the Borough's renewal with McKee actually provides more coverage and protection than the new quote from ESI (Brit) but at a rate **\$15,615 less.** For a complete comparison of the two quotes I have provided a copy of the Comparison Spreadsheet. As such the Borough will be binding coverage with McKee Risk for the period 04/01/17 to 03/31/18.

During the meeting, we discussed some other items that I had questions that involved potential claims against the Borough. I asked about third party events (i.e., block parties, facility rentals, etc.). Alan Pepoy recommended that the Borough have some formal policy regarding these events and state what the third party insurance requirements must be. He stated he will send me some language. He also stressed that third party vendors the Borough works with should also include the Cyber Liability coverage in addition to the typical Workers Comp., Property Liability etc. He also stated that they can provide the Borough with Defensive Driver classes for Police and DPW. I mentioned that the Borough is working on a Distracted Driver Policy and he said that is good and that he can also provide the Borough with some language/examples. We are living in different times and the need to protect ourselves from these types of claims are critical.

03/10/17 - Worked on Insurance renewal.

03/06/17 - Worked on renewal. Correspondence with possible new broker.



LEGAL

SHACOG Refuse Contract Resolution

03/07/17 - Prepared a resolution associated with the Borough's participating in the next SHACOG Refuse contract.

Although the contract for solid waste collection and disposal that evolved from SHACOG's previous joint bid does not expire until the end of next year, (Dec. 31, 2018) recognizing the complexity of this particular bid process, the SHACOG Board of Directors, at their January 19, 2017 meeting, adopted Resolution No. 01-17 authorizing SHACOG to coordinate and administer a successor (the fifth) joint bid for a replacement contract for these services for our member municipalities. This action was taken to formalize the bid process under the auspices of SHACOG. A copy of the adopted SHACOG Resolution is enclosed.

Perhaps perceived as being an early exercise, there are a few reasons to commence this process now. First, because SHACOG mandates that municipal participation in this undertaking be confirmed by individual municipal resolutions, adequate time must be given for the governing bodies of SHACOG members to consider and adopt those resolutions. When considering SHACOG's expanded membership since the last joint bid, and given the various internal meeting dates and procedures, adequate time must be provided for this task to be accomplished.

Second, the SHACOG specifications address both general collection and disposal requirements as well as the many special needs within the participating municipalities. With new collection methodologies implemented under the current contract, possible new collection approaches to be included in the next contract, and newer member issues to be addressed, additional time is being provided to consider these issues and needs. Also to be completed are revisions to existing specifications based on current conditions, problems revealed, and contractor performance.

Third, the timetable for the bid opening is being advanced from what has been done in the past. Although the previously used schedule provided just barely enough time for the ensuing cost to be addressed in municipal budgets, it did not provide the best sequence of events for the logistical needs of the successful contractor. By moving the bid opening into early summer of 2018, both budget planning and logistical concerns are eased.

With the above in mind, in order to proceed, it is necessary that Brentwood be identified as one of those municipalities that want to participate in this undertaking. Accordingly, also enclosed please find a copy of the *Brentwood Resolution* that is to be adopted indicating its desire to participate in this program. This is the Resolution referenced in Paragraph 10 of the SHACOG Resolution.

A copy of the Resolution must be forwarded to the SHACOG office by March 24, 2017.

If the adopted Resolution is not received by the stipulated date, it will be presumed that Brentwood is not interested in this joint bid and the Borough will receive no further



communication about this process. Once the participants in the bid are identified, a meeting will be convened to outline the schedule for the bid.

Animal Control Agreement

03/27/17 - Reviewed Animal Control Agreement in preparation of Action Item during Council meeting.

ADA Parking Issue

03/28/17 – Reviewed numerous emails from "feuding" residents as well as a phone call regarding the issue of the ADA Parking Space located on Dalewood Avenue. Each party is accusing the other of abusing the ADA parking space. Each party now has an ADA Placard to park in the space. Each party also has a Commercial Vehicle that they wish to park in the space.

Solicitor

03/16/17 - Prepared for and attended Monthly Solicitor's meeting with Gavin Robb.

MANAGER'S REPORT

03/28/17 - Worked on last two week's Manager's Report.

03/15/17 - Worked on and finalized last week's Manager's Report.

03/06/17 - Worked on last week's Manager's Report.

03/03/17 - Worked on last two week's Manager's Reports.

MARKETING

IN Community Magazine

2017 Submission Deadlines to D. Assenti:

Spring - February 10, 2017 - Mailed 3/20/17 Summer - May 05, 2017 - Mailed 6/12/17 Fall - July 28, 2017 - Mailed 9/4/17 Winter - October 8, 2017 - Mailed 11/20/17



PARKS & RECREATION

Weekly Report attached.

03/10/17 - Discussed Pavillion project with J. Attanucci.

03/08/16 - Prepared for and attended the Monthly Department Meeting with J. Attanucci.

Discussed the following items:

- 1. Issues with Stadium and WPIAL Playoffs
- 2. Updates to Facility Rental Policy Include new Park Hours and Pool Hours
- 3. Closing Pool on the 4th of July (only a handful have been using it that day.)
- 4. 2017 Summer Concerts
- 5. Fall/Winter Programs Looking into Senior activities.
- 6. Park Lighting
- 7. Field 4 Improvements

PROFESSIONAL DEVELOPMENT

PELRAS Conference

03/22/17 to 03/24/17 – I, along will E. Peccon, S. Toth, R. Mackewich, and Chief Adam Zeppuhar attended this year's Public Employer Labor Relations Advisory Service (PELRAS) 35th Annual Conference. This year's breakout sessions included:

The Year in Review: 2017 Labor and Employment Potpourri – This

- Affordable Care Act
- Act 111 and Act 195 Strategies Update
- Social Media/Technology
- FLSA Update
- Pension Update
- Medical Marijuana
- EEOC Update

Technology Nightmares – This included cases on how technology in the workplaces can have some detrimental.



PUBLIC RELATIONS

03/17/17 - Assisted a young couple with obtaining the lien letters for their closing.

03/09/17 – Assisted a resident with issues pertaining to her 2016 Tax Bill. I contacted Jordan Tax Services and was able to get the matter resolved.

03/01/17 - Return call to a resident. Had questions and concerns regarding the 11% increase in Sewage and Trash.

CALL SHEET

3:45 PM

8:49 AM

3/6/2017

3/7/2017

Telephone Log Tracker for Incoming Calls/Outgoing Calls/Voicemail

	Time of	Type of Call	_					Follow-up Needed?	Open/
ate	▼ Call ▼	(In/Out/VN ▼	Name	Phone Number	Subject	Notes	Action Items -	Y/N 🔻	Closed
	1				Republic Service - Did				
					not pick up on East				
3/1/2017	8:17 AM	VM	Rich Bender	724-772-2555	Garden Road			Υ	CLOSED
,, 1, 201,	0.17 7 1111	****	men bender	721 772 2333	our de l'inodu			•	CLOSED
3/1/2017	9:54 AM	VM	Dennis Flynn	724-510-1630	Swimming Pool			Υ	OPEN
3/1/2017	10:47 AM	VM	Jeff George	412-225-3671				Υ	CLOSED
3/1/2017	11:00 AM	OUT	Jeff George	412-225-3671		Safety Hazzard with the Trees.	Service 412-531-8733	Υ	OPEN
					Inquire about East	They are aware and will have it			
3/1/2017	11:00 AM	OUT	Republic Waste	877-788-9400	Garden Road not	picked up today.		N	CLOSED
3/1/2017	11:30 AM	OUT	Rod Sabatini		Sewage Fees - 11%				
						Needs additional information.			
3/1/2017	1:04 PM	VM	Ed Schmidt	888-559-7797	ESI Insurance	Property, Auto, equipment coverage.		Υ	OPEN
3/1/2017	1:07 PM	VM	Steve Horyak	412-882-8100	First National Bank	Meeting dates.		Υ	OPEN
,, 1, 2017	1.07 1 141	V 101	Steve Horyak	412 002 0100	Brentwood Resident -	Weeting dates.		•	0
3/2/2017	3:27 PM	VM	Patty Durenta	412-418-9387	received a citation			Υ	OPEN
-, -,			,		IT/Electronic Needs for			•	0
3/3/2017	9:19 AM	VM	Wayne Davis	412-368-8813	new Borough Building			Υ	OPEN
, -,			,				She indicated that she		0
							will send me an email		
							petitioning Council to		
							revise the parking of		
3/3/2017	11:00 AM	оит	Patty Durrenna	412-418-9387	Citation	Son had trailer in the driveway.	trailers.	N	CLOSED
								••	0.00
3/3/2017	11:01 AM	VM	Tammy	724-444-1300	Dump Sights				
3/3/2017	11:09 AM	VM	NM	412-418-9387				N	CLOSED
						Never received 2016 Real Estate			
3/3/2017	12:49 PM	VM	Charolette McGonagle	412-884-8030	2016 Taxes	Taxes		Υ	OPEN
3/3/2017	2:11 PM	VM	Alan Peboy	814-532-0206	AJG Insurance			Υ	OPEN
								.,	
3/3/2017	3:12 PM	VM	Bill Killian	412-491-7600	Credit Unions			Y	OPEN
16/2047	0.24 444		Alex Debess	044 533 0306	A I C I			Υ	ODEN
3/6/2017	8:21 AM	VM	Alan Peboy Tammy from Victor	814-532-0206	AJG Insurance			T	OPEN
3/6/2017	9:37 AM	VM	Paving	724-258-3067			Gave to Vitali	N	CLOSED
, 0/201/	5.57 AIVI	VIVI	I aving	124-230-3001			Gave to vitali	14	CLUSED
/6/2017	3:22 PM	оит	Alan Peboy	814-532-0206				N	CLOSED
. , .			,			Set up a meeting to discuss			
0/6/2017	2-4E DM	INI	Poth O'Donnol		I .	dovolonment in Prontwood		N	CLOSED

ADA Ramp work by

Appraisal of Snee Dairy

412-881-7474 412-427-4064 development in Brentwood



CLOSED

OPEN

OPEN

Ν

Beth O'Donnel

Steve Barrone

Telephone Log Tracker for Incoming Calls/Outgoing Calls/Voicemail Needed? Open/ (In/Out/VN ▼ Phone Number ▼ Subject Y/N 3/7/2017 8:55 AM VM Julian 724-888-7004 IT Services Υ **OPEN** N CLOSED 3/7/2017 10:19 AM VM Amanda 412-961-6399 Solicitation Permit Sent to Denise CLOSED 3/7/2017 10:47 AM OUT Julian 724-888-7004 IT Services Thanked him Ν Auto Schedule for Fire 3/7/2017 11:26 AM Mac MacIlrath 412-882-9001 Inland Marine Υ OPEN Company HTS sent a proof but never received CLOSED 3/7/2017 3:38 PM VM Beverly 412-303-2491 Military Banners the correct. Sent to Denise 3/8/2017 9:55 AM 412-882-6628 VM Boro Parking Meeting What time? Janine DelSignore 3/8/2017 9:58 AM VM 412-680-9113 3/8/2017 10:02 AM VM Janine DelSignore 412-680-9113 to 33 Marylea 3/8/2017 10:23 AM VM Debbie Reddick 412-638-9886 Occupancy Inspection 231 Munsey Sent to Ralph and Eric Ν CLOSED 3/8/2017 12:19 PM NM 412-432-7755 Ν CLOSED Told she needed \$1,000 to have 12:45 PM Miss Farbaugh 412-515-6772 4586 E. Willock Road water turned back on. \$700 CASH 2:19 PM Ν CLOSED 3/8/2017 VM Jerry Moody 724-579-0988 Pointview Road Dye Test and Occupancy Permit Sent to Ralph and Eric 3/8/2017 3:30 PM VM Timothy Luis 412-803-2583 Payer Express payerexpress Υ OPEN 3/8/2017 3:48 PM VM Pat Carnevale 412-884-5705 Field 3 Are we doing something ADA Ramp work by 3/8/2017 оит Emily Gaspich 412-255-2472 utilities. Voicemail - Left a message 3/9/2017 412-805-0274 Rental of Facility Sent to Jim Attanucci Ν CLOSED 3/9/2017 1:48 PM VM Charolette McGonagle 412-721-7301 Informed her that her penalties and interests have been waived but she is still to send her 2016 Real Estate 3/10/2017 11:45 AM Ν CLOSED Charolette McGonagle 3/10/2017 11:15 AM CLOSED Shadewell Ave. Complaint about 3/10/2017 12:03 PM 412-885-0939 recycling pick-up. 3/10/2017 1:11 PM VM Mark Zemitis 724-941-4180 Master Plan Project Υ OPEN 3/10/2017 2:23 PM 724-941-4180 OUT Mark Zemitis Υ CLOSED 3/10/2017 2:45 PM Mac MacIlrath 412-882-9002 Need correct dollar value of Fire 3/10/2017 Fire Company Trucks Υ VM Ed Schmidt 888-559-7797 Trucks OPEN 4124433747 Sick Day N CLOSED 3/14/2017 VM Sue Toth 3/14/2017 813-689-4693 140 Van Wyck Trying to obtain a sewer bill. Sent to Denise Assenti CLOSED 3/14/2017 2:13 PM VM Marty Mackey 412-291-5428 EDS Treasurer Υ CLOSED No answer. Left a message 3/15/2017 12:00 PM Marty Mackey 412-291-5428 EDS Question Υ CLOSED Geotech Engineers smelled something funny when drilling test 3/17/2017 10:15 AM Jason MaCabe 412-828-1412 CLOSED Chief's Report -Citations on Parking 3/17/2017 11:03 AM 412-884-5705 CLOSED Tickets. Not adding up. 3/17/2017 12:19 PM 412-882-8183 Mark Nix Plumbing CLOSED The Phase I report will

Options: We could have soil sample

recommending Phase II and Phase III. At which time, soil sampling will be

tested. However, they will be

be wrapped up next week. Will include cost

estimates for Phase II

Ν

CLOSED

and Phase III

emediation

South Hills Manager's Meeting

OUT

Jason MaCabe

Gavin Robb

3/17/2017 12:45 PM

3/17/2017 12:50 PM

03/21/17 - Prepared for and attending Monthly South Hills Manager's Meeting.

Phase I - Snee Dairy

412-828-1412



PUBLIC SAFETY

03/29/17 – Met with Chief Zeppuhar to discuss having the Crossing Guards also work as Park Patrol who can inspect the restrooms hourly as well as lock up the restrooms in addition to ensuring there are no issues in the park.

03/27/17 - Met with Chief Zeppuhar on a few matters.

03/14/17 - Met with Chief Zeppuhar on a few matters.

03/08/17 - Met with Chief Zeppuhar to discuss a few matters.

PUBLIC WORKS

Refer to Monthly DPW Report

03/31/17 – Prepared for and attended the first Monthly Employee Department meeting. These meetings are to provide more communication between the DPW employees and the many tasks and projects. Below are items that were discussed.

AGENDA

- 1. Previous Month Review
- 2. Monthly Priorities
- 3. Safety Committee Review/Items/Issues
- 4. Equipment Items
- 5. Future Projects/Priorities
- 6. Employee Related
- 7. Other Items

SAFETY COMMITTEE

03/07/17 - Prepared for and attended the Monthly Safety Committee Meeting of the Brentwood Borough Employees. (See attached meeting packet). Reviewed and edited agenda.

SANITARY SEWER/REFUSE FEE COLLECTIONS

2017 CCTV Project

03/14/17 – Set up project in ASANA as an example for V. Alexandrov to following for all projects.

Resident Issue

03/06/17 – Reviewed an issue with a delinquent account. The water service was terminated. The resident indicated that they have medical issues. Stated they would be able to drop off a check for \$700 on Friday if the water could be turned back on. (The account was over \$2,000 delinquent). I indicated that the Borough would issue a water turn on notice, however they would have to agree to a Payment Plan and sign a "last chance agreement" indicating that if



they miss another payment OR miss a payment on their payment plan, then the Borough would have no other option but to terminate their water service. They agreed to the Borough's policy.

Engineering

03/01/17 - Reviewed Streets Run Road project and its impact on sanitary sewer. Reviewed 2000 Cost Sharing Agreement. This is associated with an issue pertaining to a sewer line that is in Baldwin Borough.

Streets Run Road Joint Sewer Authority

Wednesday, April 5 @ 8 am

Meeting Reference Documents Attached:

ROW Plan Sheet showing sewer within LOA and area affected Sewer Atlas Mapping of area affected, along with markup pages from Joint Sewer Agreement

Agenda Topics

Sanitary Sewer relocation overview

Only 2 ft of cover would be remaining once the sewer line is relocated.

Current Construction Schedule Timetable of Utility Documentation

RPI Determination/ Reimbursement

Incorporation?

Design or design and construction options

Determining POC's

Who will determine if there will be Incorporation?

Needs someone to show affidavits and easements to show Real Property Interest (RPI). This is needed to determine 100% reimbursement by PennDOT. A RPI would be determined if there is an existing Easement that was established to install the original line. Lacking an Easement, then an Affidavit saying when the sewer line was installed and thus giving the sewer line a "right of eminent domain" that the sewer "has a right to be there." Once this is determined, the contractor can move forward with the relocation project.

Need someone to request the easement and the work be incorporated.



Also need an "Incorporation letter" requesting that Walsh do the design and relocation of the sanitary sewer line. This does not have anything to do with financing or commitment to the sewer line.

Who will submit PennDOT 4181 paperwork – Questionnaire and 4181-UC? Who will prepare and sign RPI, cost sharing packages, and/or agreements?

We need an "off line" conference call and/or meeting with Baldwin, Brentwood, Whitehall, and West Mifflin to work out the details of this issue.

If it is determined, NOT to be 100% reimbursable, then Walsh will need an agreement by the responsible municipality stating they will pay for any differences.

Plan for moving forward from today

Ruth Ann Omer will coordinate a meeting with all municipalities along with solicitors to get this issue resolved.

SHACOG

Franchising Authority Administrative Committee

03/15/17 - Prepared for and attended the SHACOG Franchising Authority Administrative Committee meeting.

Although the SHACOG Franchising Authority *Board* is the official decision-making entity for the program, the Franchising Authority Administrative *Committee*, which is composed of the managers of the 12 municipalities participating in the program, is the official advisory group to that Board. Committee review and recommendation are mandated before action can be taken by the Board. A review of the roster of participating municipalities, however, reveals that the majority of the Committee is relatively new and has yet to have any formal involvement with the program.

Given this background, and given the need to address some program business, a meeting of the Franchising Authority Administrative Committee was held at 10:00 AM on Wednesday, March 15, 2017 at the Whitehall Borough Building, 100 Borough Park Drive, Pittsburgh, PA 15236. The following items were addressed:

- 1. Status of the Franchise Fee Audit
- 2. Franchise Renewal Negotiations with Verizon
- 3. Consideration of a Supplemental Franchise Fee Distribution

This meeting was for Municipal Manager only. Since our decisions will become recommendations to the Franchising Authority Board, which does consist of Council Members. To preclude a conflict of interest, no Franchising Authority Board member nor elected official was invited to attend this meeting.



The following items were discussed:

Agenda

- 1. Program Overview
- 2. Status of Franchise Fee Audit
- 3. Franchise Renewal Negotiations with Verizon
- 4. Consideration of a Supplemental Franchise Fee Distribution
- 5. Ratification Procedure by the Franchising Authority Board
- 6. Questions

SHACOG 44th Annual Dinner Meeting

The 44th Annual SHACOG Dinner Meeting is scheduled for Thursday, April 27, 2017 at The Club at Nevillewood, 1000 Nevillewood Drive, Presto, PA 15142. The Hospitality Hour is from 6:00 - 7:00 PM with dinner following. Dinner entrée choices are: Grilled Marinated Flank Steak, Chicken Romano and Horseradish-Crusted Atlantic Salmon Filet. The cost is \$50.00 per person which includes dinner and an open bar and hors d'oeuvres before dinner. A cash bar will be available after dinner. Please let Denise Assenti know if you plan on attending along with dinner choices by Friday, April 14th. If you plan on bringing a guest, please make checks payable to SHACOG. If you are unsure of how much of your education allowance remains, please send me an email.

SHACOG Board of Director's Meeting

Attached please find the meeting packet for the March 16, 2017 SHACOG Board of Directors meeting at Castle Shannon Borough. If you have any questions please do not hesitate to contact the SHACOG office.

Rock Salt Fuel Price Adjustment

As you are aware, the Joint Rock Salt Bid specifications contain a fuel price adjustment provision. That provision, which became effective November 1, 2016, accommodates either an increase or decrease in the per ton price for rock salt. Any adjustment permitted at this time is contingent upon the **average** indexed price of fuel for the past month compared to the average price of fuel for the previous calculation period. Although this comparison did reveal a modest decrease, since that decrease is less than \$0.10 per gallon, pursuant to our specifications, no change in the price of rock salt is applicable. Consequently, the price of rock salt for the month of March 2017 will remain constant at \$69.74 per ton.

Please be reminded that the specifications allow for a price adjustment to be made each month through and including the month of April 2017.



Review of Meetings and Priorities accomplished during the Week ending March 03, 2017

		Propos ed	Actual
		Hours	Hours
SPECIAL PROJECTS			
1 - Grants (GEDF Grant)	=	1	0.5
2. 2017 Budget	=	0	0
3 - ARLE Grant Project - Willock/Brwnsv1 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	=	2	1.75
12. Video Surveillance System Project	=	0	0
13 Sewage/Refuse Fee Collections Project	=	0	0
16. RFP 2015-03 - Pool Repairs/Master Plan	_	2	1.75
17. Parking Ordinance	_	0	0
18. RT 51 Technical Advisory Committee	_	0	0
		0	0
19. Organization Policy	=	-	-
21. YES Policy	=	0	0
22. Banner Policy	=	0	0
23. 2017/2018 Strategic Plan	=	0	0
OPERATIONS	=		
IN Community/Newsletter	=	3	0
A dministrative Items	=	6	6
Civil Service	=	0	0
Code Enforcment	=	0	0
Community A ffairs/Economic Development	=	2.5	2.5
CONNECT	=	0	0
EDS	=	0	0
Engineering	=	10	12.75
Finances	=	3	2.75
Healthcare Related	=	0	0
IT Related	=	1	0.75
Council Related (phone calls, meetings, etc.)	=	3	3.25
Council Meetings (Prep./Agendas/Attend	=	6	5.75
Coun cil Packets	=	1	0
Manager's Report	=	1	1.25
Insurance	=	0	0
Legal	=	1	0
Library	=	0	0
Parks & Recreations	=	1	0.75
Pensions	_	0	0.75
Personnel Personnel	=	0	0
Pool		0	0
	=		0
Professional Development	=	0	
Public Relations	=	1	0.75
Public Safety	=	1	0.5
Public Works	=	0	0
Right-To-Know	=	0	0
Safety Committee Meeting	=	0	0
Sewage Related	=	1	1.5
SHA COG	=	0	0
School District	=	0	0
Bereav ement Day	=	0	0
Personal Days /PTO/Sick Day	=	0	0
Holiday (New Years Day)	=	0	0
Totals	=	46.5	42.5



Review of Meetings and Priorities accomplished during the Week ending March 10, 2017

		Proposed	Actual
		Hours	Hours
SPECIAL PROJECTS			
1 – Grants (LGA Grant)	=	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	=	4	2.25
12. Marketing Committee	=	3	2.25
13 Sewage/Refuse Fee Collections Project	=	0	1.75
16 RFP 2015-03 - Pool Repairs/Master Plan	=	2	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	=	<u> </u>	· ·
IN Community/Newsletter	=	0	0
Administrative Items	=	6	7.5
Civil Service	=	0	0
Code Enforcment	=	1	1.5
Community Affairs/Economic Development	=	2	0
CONNECT	=	0	0
EDS	=	0	0
Engineering	=	4	2.75
Finances	=	4	8.75
Healthcare Related	=	0	0.73
IT Related	=	1	0
Council Related (phone calls, meetings, etc.)	=	4	2
Council Meetings (Prep./Agendas/Attend	=	2	0.5
Council Meetings (Fiep./Agendas/Attend		1	0.5
	=	1	0.5
Manager's Report Insurance	=	1	0.5
	=	3	3
Legal	=	0	0
Library	=		
Parks & Recreations	=	1	2.25
Pensions	=	0	0
Personnel	=	0	0
Pool	=	0	0
Professional Development	=	0	0
Public Relations	=	2	1.75
Public Safety	=	1	1
Public Works	=	2	0
Right-To-Know	=	0	0
Safety Committee Meeting	=	2	1.5
Sewage Related	=	1	1
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	=	48	40.75



Review of Meetings and Priorities accomplished during the Week ending March 17, 2017

		Proposed	Actual
		Hours	Hours
SPECIAL PROJECTS			
1 – Grants (LGA Grant)	=	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	=	1	2.25
12. Marketing Committee	=	1	0
13 Sewage/Refuse Fee Collections Project	=	2	0
16 RFP 2015-03 - Pool Repairs/Master Plan	=	2	2.5
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	5.5
Civil Service	=	0	0
Code Enforcment	=	0	0
Community Affairs/Economic Development	=	2	1
CONNECT	=	0	0
EDS	=	0	0
Engineering	=	0	0
Finances	=	4	3.5
Healthcare Related	=	0	0
IT Related	=	1	0.5
Council Related (phone calls, meetings, etc.)	=	4	1.75
Council Meetings (Prep./Agendas/Attend	=	7	8.5
Council Packets	=	1	0
Manager's Report	=	1	2.75
Insurance	=	1	0
Legal	=	3	6.5
Library	=	1	0
Parks & Recreations	=	1	0.25
Pensions	=	0	0.25
Personnel	=	0	0
Pool	=	0	0
Professional Development	=	0	0
Public Relations	=	2	0.5
Public Safety	=	1	0.5
Public Works	=	0	0.5
Right-To-Know	=	0	0
Safety Committee Meeting	=	0	0
Sewage Related	=	1	4.25
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	=	41	40.25



Review of Meetings and Priorities accomplished during the Week ending March 24, 2017

		Proposed	Actual
		Hours	Hours
SPECIAL PROJECTS			
1 – Grants (LGA Grant)	=	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	=	2	0
8. 2017 Road Paving	=	0	0
9. GIS Project	=	0	0
11. New Municipal Complex	=	1	0
12. Marketing Committee	=	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	=	0	U
IN Community/Newsletter	=	0	0
Administrative Items	=	2	1.5
Civil Service	=	0	0
Code Enforcment	=	0	0
		0	0
Community Affairs/Economic Development	=		
CONNECT	=	0	0
EDS	=	0	0
Engineering	=	0	1
Finances	=	4	3.5
Healthcare Related	=	0	0
IT Related	=	1	1
Council Related (phone calls, meetings, etc.)	=	1	1.25
Council Meetings (Prep./Agendas/Attend	=	6	5.5
Council Packets	=	0	0
Manager's Report	=	0	1
Insurance	=	0	0
Legal	=	0	0
Library	=	0	0
Parks & Recreations	=	0	0
Pensions	=	0	0
Personnel	=	0	0
Pool	=	0	0
Professional Development	=	35	34.25
Public Relations	=	0	0
Public Safety	=	0	0
Public Works	=	2	2
Right-To-Know	=	0	0
Safety Committee Meeting	=	0	0
Sewage Related	=	0	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	=	54	51



Review of Meetings and Priorities accomplished during the Week ending March 31, 2017

		Proposed	Actual
		Hours	Hours
SPECIAL PROJECTS			
1 – Grants (LGA Grant)	=	9	9
2. 2017 Budget	=	0	0
3 - ARLE Grant Project - Willock/Brwnsvl Rd. Signals	=	0	0
4 - Trail Committee Project	= 1	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	=	1	1
12. Marketing Committee	=	0	0
13 Sewage/Refuse Fee Collections Project	=	0	0
16 RFP 2015-03 - Pool Repairs/Master Plan	=	1	1.25
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	=	U	U
		0	0
IN Community/Newsletter	=	5	
Administrative Items	=		5.25
Civil Service	=	0	0
Code Enforcment	=	0	0
Community Affairs/Economic Development	=	6	5.25
CONNECT	=	0	0
EDS	=	0	0
Engineering	=	0	0
Finances	=	2	1.25
Healthcare Related	=	0	0
IT Related	=	1	0
Council Related (phone calls, meetings, etc.)	=	1	0.75
Council Meetings (Prep./Agendas/Attend	=	9	8.25
Council Packets	=	1	1
Manager's Report	=	2	1.25
Insurance	=	4	4
Legal	=	1	0.25
Library	=	0	0
Parks & Recreations	=	0	0
Pensions	=	0	0
Personnel	=	0	1
Pool	=	0	0
Professional Development	=	0	0
Public Relations	=	0	1
Public Safety	=	1	1.25
Public Works	=	2	1.5
Right-To-Know	=	0	0
Safety Committee Meeting	=	0	0
Sewage Related	=	1	1.5
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	=	47	44.75



MEETINGS ATTENDED IN MARCH

March 06, 2017

6:00 PM – 7:30 PM MTG/Marketing Committee

March 07, 2017

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

March 08, 2017

10:00 AM - 11:00 AM MTG/Parks & Recreation Monthly Meeting
 12:00 PM - 1:00 PM MTG/Finance Planning for Borough employees
 2:00 PM - 3:30 PM MTG/Gateway Engineers Monthly Meeting

March 09, 2017

10:30 AM – 11:30 AM MTG/with Allegheny County Depart of Economic Development

3:00 PM - 4:30 PM MTG/ACSWTCC Quarterly Meeting

March 10, 2017

12:00 PM - 1:30 PM MTG/with D. Troy

3:00 PM – 4:30 PM MTG/with P. Reddy RE. Civic Center ADA Requirements

March 13, 2017

5:00 PM – 6:00 PM MTG/Parking Permit Meeting

6:00 PM – 7:00 PM MTG/Zoning and Ordinance Committee Meeting

March 15, 2017

9:00 AM – 10:00 AM MTG/Conference Call – Pool Update

10:00 AM – 11:00 AM MTG/Finance Department Monthly Meeting

March 16, 2017

9:00 AM – 12:00 PM MTG/CONNECT Monthly Meeting 2:30 PM – 3:30 PM MTG/Monthly Solicitor Meeting



March 17, 2017

10:00 AM – 12:00 PM MTG/with Craig Held RE. Software Systems

2:00 PM - 4:00 PM MTG/Monthly DPW Meeting

March 20, 2017

10:00 AM - 12:00 PM MTG/Monthly Finance Department Meeting

2:00 PM - 4:00 PM MTG/Monthly DPW Meeting

6:30 PM - 7:30 PM MTG/Council Executive Session

7:30 PM – 10:00 PM MTG/Council Agenda Meeting

March 22, 2017 to March 24, 2017

2017 PELRAS Conference

March 27, 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

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

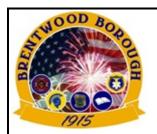
George Zboyovsky, PE Borough Manager

cc: D. Troy - Mayor via Email

A. Zeppuhar - Chief

Staff





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

SUBJECT: Consider Approving the Minutes from the March 20th and March 27th, 2017

Council Meetings.[ACTION ITEM]

DATE: April 17, 2017

PRESENTED MR. ERIC PECCON

BY: 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.

STRATEGIC GOALS APPLIED:

Strategic Goal 3: Increase Community Involvement within the Borough

Strategic Goal 8: Improve Communication with Community Organizations.

ATTACHMENTS:

DescriptionUpload DateType3-20-17 Agenda Meeting4/13/2017Cover Memo3-27-17 Regular Meeting4/13/2017Cover Memo

BOROUGH OF BRENTWOOD AGENDA

March 20, 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.

Called to order at 7:41PM.

2. Pledge of Allegiance.

3. Roll Call.

Member	Present	Absent	Absent Member		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. Presentation

a. Cultural Community Event - Dennis Luther

Mr. Luther discussed the purpose of the program, which is funded by a Jefferson Regional Foundation grant and is designed to spur community engagement.

Ms. Fox asked if the library has a problem with connecting to new members of the community. Mr. Luther stated that the grant award funded a consultant who, as part of his report, determined that additional outreach to new residents and immigrant groups was necessary to maintain the health of the library.

Mayor Troy expressed concern regarding potential parking conflicts with other events scheduled for the same day at park facilities.

b. 2016 Year-End Presentation: Department of Code Enforcement

The Department of Code Enforcement will present its 2016 annual report at the

beginning of next week's Council Meeting.

c. Brentwood Pool Renovations Project - Update

Gateway Engineers will present the latest schematic design and cost estimates associated with the Brentwood Pool Renovations project at the beginning of the next week's Council meeting.

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

None.

6. Communications.

None.

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 February 28, 2017 as presented.

Motion By: Harold Smith

Second By: AJ Doyle

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

Absent: Frombach

President: "Motion Passed"

8. President's Report – Mr. John Frombach

a. 2017 Banner Community

Brentwood Borough was once again awarded the distinguished honor of being named a 2017 Allegheny County Banner Community.

This status is awarded to a Community as a result of their outstanding commitment to professional development, prudent fiscal management, transparency, accountability and proactive communications to engage community stakeholders, these communities have achieved Banner Community status.

b. LGA Intern Grant Award

Received notice that the review committee selected the Borough's project titled "Ten Year Capital Improvement Plan" for participation in the Local Government Academy's 2017 Municipal Intern Program. This is a grant that the LGA will assist with the funding of an Intern.

Note: Our Assistant Manager started his career with the Borough as a summer intern working in the Code Department.

9. Mayor's Report – Mr. Dennis Troy

Mayor Troy performed swearing in ceremony for new Planning Commission member Bob Cranmer.

a. 2018/2019 Multi Modal Grant

Seeking Council's approval to authorize the Borough Manager to utilize Borough resources to prepare the grant application as well as allocate the \$100 associated with the Grant Application.

The Grant Period is from March 1 and end July 31, 2017.

Mr. Schubert asked for clarification regarding funding stipulations. Mayor Troy stated that the award would fund construction activities. Asked the Building Committee to consider a scope of work so that drawings could be prepared to be included with the submission.

Motion By: Pat Carnevale

Second By: AJ Doyle

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

Absent: Frombach

President: "Motion Passed"

10. Administrative and Finance Committee – Mr. Harold Smith

a. Consider approving the minutes from the February 20th and February 27th Council Meetings [ACTION ITEM].

Mr. President, I move to approve the minutes from the February 20th and February 27th Council Meetings.

Motion By: Harold Smith

Second By: Stephanie Fox

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

Absent: Frombach

President: "Motion Passed"

Consider Accepting the Treasurer's Report for the Period Ending February 28, 2017 [ACTION ITEM]

Mr. President, I move to accept the Treasurer's Report for the Period Ending February 28, 2017.

Motion By: Harold Smith

Second By: AJ Doyle

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

Absent: Frombach

President: "Motion Passed"

c. Consider ratifying the payment of bills from February 1 through February 28, 2017. [ACTION ITEM]

Mr. President, I move the Borough ratify the payment of bills from February 1 to February 28, 2017 for the following:

- 1. General Fund in the amount of \$202,058.84
- 2. Sanitary Sewer Fund in the amount of \$126,174.48
- 3. Capital Improvement Fund in the amount of \$262,093.70
- 4. Liquid Fuels Fund in the amount of \$0.00
- 5. Non-Uniform Pension Fund in the amount of \$2,822.31.
- 6. Police Pension Fund in the amount of \$338,327.81

Motion By: Harold Smith

Second By: Pat Carnevale

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

Absent: Frombach

President: "Motion Passed"

d. Consider Resolution No. 2017-23; Concurring Resolution for GEDF Grant Application

Mr. President, I move the Borough adopt Resolution No. 2017-23; Concurring Resolution for GEDF Grant Application in the amount of \$250,000.00 for the Brentwood Central Business District Redevelopment Project and authorize the Borough Manager to prepare said application.

Mr. Carnevale asked for clarification on the purpose of this motion. Manager Zboyovsky stated that this grant program is designed to help fund the demolition of the current municipal building, as well as the dilapidated structure on the site of the proposed new municipal building.

Motion By: Harold Smith

Second By: Robert Pasquantonio

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

Absent: Frombach

President: "Motion Passed"

e. Consider adopting Resolution No. 2017-24; Reimbursement Resolution [ACTION ITEM] Mr. President, I move the Borough adopt Resolution No. 2017-24; regarding delegation of Authority to make declarations of official intent and allocations with respect to reimbursements of temporary advances made fro Capital Expenditures to be made from subsequent tax-exempt borrows.

Mr. Schubert asked for clarification on the motion. Manager Zboyovsky stated that this resolution is associated with the borough building project. It would allow the Borough to seek reimbursement for architectural fees and other site work from any future bond issue.

Motion By: Harold Smith

Second By: Pat Carnevale

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

Absent: Frombach

President: "Motion Passed"

f. Consider authorizing the Borough Manager to Bind the insurance coverage policy with the lowest quoted insurance provider to provide the Borough with comparable insurance coverage for Errors & Omission for Public Officials Liability including EPL, Law Enforcement Liability, Property Liability, and General Liability for the Period of April 1, 2017 to March 31, 2018.

Mr. President, quotes are still being prepared and will be provided prior to next Monday's Council meeting associated with comparable insurance coverage for Errors & Omission for Public Officials Liability including EPL, Law Enforcement Liability, Property Liability, and General Liability for the Period of April 1, 2017 to March 31, 2018.

11. Public Works Committee – Mr. AJ Doyle

a. Consider adopting Resolution No. 2017-22; authorizing the Borough to participate in the 2018 Joint Bid for a Contract for Solid Waste Collection and Disposal Services coordinated and administered by the South Hills Area Council of Governments (SHACOG).[ACTION ITEM]

Mr. President, I move the Borough adopt Resolution No. 2017-22; authorizing the Borough to participate in the 2018 Joint Bid for a Contract for Solid Waste Collection and Disposal Services coordinated and administered by the South Hills Area Council of Governments (SHACOG).

Motion By: AJ Doyle

Second By: Harold Smith

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

Absent: Frombach

President: "Motion Passed"

b. Consider purchasing of 50 American Flags at a cost of \$1,500 to be paid from the General Fund Line Item 01-457-700 - Civil & Military Celebrations Minor Purchases. [ACTION ITEM] Mr. President, I move the Borough authorize the purchase of 50 new American Flags from the Flag Factory, at a cost of \$1,500.00 to be paid from the General Fund Line Item 01-457-700 Civil & Military Celebrations Minor Purchases and authorize the Borough to properly retire the existing American Flags. (Note: the cost for these flags is being funded through a \$1,500 donation from the Fourth of July Parade Committee).

Motion By: AJ Doyle

Second By: Stephanie Fox

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

Absent: Frombach

President: "Motion Passed"

c. Consider Awarding 2017 Paving Contract A to Mele & Mele & Sons, Inc. in the amount of \$190,632.37 to be paid from the Capital Improvement Fund Line Item 18-439-619 Roadway Rehabilitation. [ACTION ITEM]

Mr. President, I move the Borough awarding the 2017 Paving Contract A to Mele & Mele & Sons, Inc. contractor in amount of \$190,632.37 to be paid from the Capital Improvement Fund Line Item 18-439-619 Roadway Rehabilitation Project.

Several questions were raised regarding the sidewalk restoration program. Manager Zboyovsky stated that a separate request for proposals will be issued for this project.

Motion By: AJ Doyle

Second By: Harold Smith

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

Absent: Frombach

President: "Motion Passed"

d. Consider approving the Work Authorization from Gateway Engineers Associated with MS4 in

the Amount of \$20,000 to be paid from the Capital Improvement Fund Line Item 18-446-313 - Stormwater Engineering [ACTION ITEM]

Mr. President, I move the Borough Approve the Work Authorization from Gateway Engineers Associated with MS4 in the Amount of \$20,000 to be paid from the Capital Improvement Fund Line Item 18-446-313 - Stormwater Engineering.

Motion By: AJ Doyle

Second By: Stephanie Fox

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

Absent: Frombach

President: "Motion Passed"

installation of digital signs.

12. Zoning and Ordinance Committee – Ms. Stephanie Fox

a. Consider Conditional Use Application for Home Based Business
 Mr. President, the Board will take action on this item during next's weeks Council meeting.

b. FYI- Public hearing for zoning ordinance amendment to be held on March 27th.

FYI- Mr. President, a public hearing will be held on March 27th at 7PM to discuss a proposed amendment to the Brentwood Zoning Code that sets standards for the

c. Consider parking ordinance amendments [DISCUSSION].

Asst. Manager Peccon explained the proposed updates. Ms. Fox asked if the draft addresses rental properties. Mr. Peccon responded that the ordinance includes a specific stipulation regarding multi-unit structures. Chief Zeppuhar also stated that his officers will begin a detail to review overnight parking conditions.

13. Parks and Recreation Committee – Mr. Rich Schubert

a. FYI - BPI Purse Bash

Mr. President, I have an FYI. The Brentwood Park Initiative is having a Purse Bash Fundraiser on Saturday, April 29, 2017 from 1:00 PM - 5:00 PM at Salvatore's Banquet Hall. Tickets are \$35 each. For more information people can visit the BPI Web SIte www.brentwoodparkinitiative.com or call 412-897-9605 Pam or 412-882-5189 Donna.

b. Consider Resolution No. 2017-26; DCNR Grant

Mr. Schubert asked for clarification on the scope of the grant. Manager Zboyovsky responded that, based upon discussions at a grant workshop regarding state funding priorities, the application will be revised to focus on the bathhouse facility rather than the entire pool complex.

14. Public Safety Committee – Mr. Pat Carnevale

a. Consider the proposal from ADA Consults for Americans with Disabilities Act compliance review services for the Brentwood Civic Center at a not-to-exceed cost of \$2,750.00 to be paid from the following General Fund Accounts: \$1,000 from 01-453-450 Civic Center Contracted Services and \$1,700 from 01-454-450 Park Contracted Services. [ACTION ITEM]

Mr. President, I move to approve the proposal from ADA Consults for Americans with Disabilities Act compliance review services for the Brentwood Civic Center at a not-to-exceed cost of \$2,750.00 to be paid from the following General Fund Accounts: \$1,000 from 01-453-450 Civic Center Contracted Services and \$1,700 from 01-454-450 Park Contracted Services.

Motion By: Pat Carnevale

Second By: AJ Doyle

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

President: "Motion Passed"

- b. Consider adopting Resolution No. 2017-23, authoring the Borough to enter into a contract with Sable Kennels for Animal Control.
- c. Consider Resolution No. 2017-25; Sale of Surplus Property 47 Duncan Parking Meters

Mr. Schubert asked if the meters could be re-purposed. Chief Zeppuhar stated that the fee is not adjustable, so they have not been usable since the rate was altered.

d. Consider entering into a contract with Crime Watch Technologies

Mr. Carnevale questioned why the Borough did not utilize a free crime reporting service, such as Next Door. Mr. Doyle explained some of the negative aspects of using an advertising supporting program. Mayor Troy spoke in favor of the program and stated that it leverages new technology to build upon the idea of a traditional block watch.

15. Community Affairs Committee – Dr. Robert Pasquantonio

a. FYI - Community Clean Up / Recycling

Mr. President, the Borough is looking at holding an E-Recycling Day in the Borough Park. Right now it appears that there may be a cost this year at 30 cents per pound. This

would be through the organization eLoop. More details to come.

16. Special Committees

None.

17. Old Business

 a. Consider approving the amended work authorization from The Gateway Engineers for the completion of a preliminary geotechnical investigation at 3735 Brownsville Road at a not-toexceed cost of \$10,000 to be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services. [ACTION ITEM]

Mr. President, I move to approve the amended 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 \$10,000 to be paid from Capital Fund Line Item 18-409.317: Engineering & Architectural Services. [Note: This amends the February 27, 2017 Work Authorization which was approved for a not-to-exceed amount of \$7,000.00. The increase was due to the addition of two (2) additional boring locations inside the building,]

Motion By: AJ Doyle

Second By: Pat Carnevale

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

President: "Motion Passed"

18. New Business

None.

19. Public Comment

Dave Sayre, 2910 Glendale Avenue, spoke in regard to the youth soccer leagues. Asked for Council to consider allotting field time while the organization's nonprofit status is reviewed.

Emily McGahey, 2911 Pyramid Avenue, spoke in support of Mr. Sayre's request.

Erin Trumba, 210 Owendale Avenue, asked Council to consider implementing a non-emergency hotline for the police department.

20. Adjournment

Adjourned at 9:51PM.

BOROUGH OF BRENTWOOD AGENDA

March 27, 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.

Call to order at 7:55PM.

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. Presentation

a. 2016 Year-End Presentation: Department of Code Enforcement

The Department of Code Enforcement will present its 2016 annual report.

Mr. Costa and Mr. Peccon presented the annual report. Mr. Doyle asked for details regarding the Multimodal Grant application for the sidewalk program. Mr. Peccon responded that the purpose of the application is to expedite construction in accordance with the Five-Year Sidewalk Plan.

b. Brentwood Pool Renovations Project - Update

Gateway Engineers will present the latest schematic design and cost estimates associated with the Brentwood Pool Renovations project.

Mr. Flynn reviewed the construction schematics. Mr. Schubert asked about entrance accessibility. Mr. Flynn replied that, due to the prohibitive cost of grading to meet ADA regulations, only a single public entrance will be offered. Discussion ensued regarding the potential early closer of the pool at the end of the upcoming season to ensure that construction will be completed in a timely fashion.

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

Lisa Schmigel, Brentwood Borough landlord, spoke in favor of the Crime Watch contract. Asserted that it could be useful to deterring neighborhood break-ins.

6. Communications.

None.

7. President's Report – Mr. John Frombach

a. FYI - Committee of the Whole - Borough Building and Multi-Modal Grant

8. Mayor's Report – Mr. Dennis Troy

Mayor Troy presented a proclamation in honor of the organizers of the annual "Drop the Puck on Cancer" charity dek hockey tournament.

9. Administrative and Finance Committee – Mr. Harold Smith

a. Consider authorizing the Borough Manager to Bind the insurance coverage policy with the lowest quoted insurance provider to provide the Borough with comparable insurance coverage for Errors & Omission for Public Officials Liability including EPL, Law Enforcement Liability, Property Liability, and General Liability for the Period of April 1, 2017 to March 31, 2018 [ACTION ITEM].

Mr. President, I move the Borough authorize the Borough Manager to proceed with Binding and renewing the insurance coverage policy with the best rate and option to provide the Borough with comparable insurance coverage for Errors & Omission for Public Officials Liability including EPL, Law Enforcement Liability, Property Liability, and General Liability for the Period of April 1, 2017 to March 31, 2018.

Motion By: Harold Smith

Second By: Rich Schubert

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

Absent: Fox

President: "Motion Passed"

10. Public Works Committee – Mr. AJ Doyle

11. Zoning and Ordinance Committee – Ms. Stephanie Fox

a. Consider adopting Resolution No. 2017-28: Conditional Use Application for Home Based Business [ACTION ITEM].

Mr. President, I move to adopt Resolution No. 2017-28, which (GRANTS or DENIES) a conditional use permit for a home occupation business for the property at 330 Marylea Avenue.

Mr. Schubert made a motion to grant the conditional use permit.

Motion By: Rich Schubert

Second By: Pat Carnevale

Ayes: Carnevale, Frombach, Schubert, Smith

Nays: Doyle, Pasquantonio

Absent: Fox

President: "Motion Passed"

b. Consider Advertising OR Revising Ordinance No. 2017-1252; Amending in limited part Chapter VII - Signs [ACTION ITEM]

Mr. President, I move to [ADVERTISE AS PRESENTED or REVISE] Ordinance No. 2017-1252, amending in limited part Chapter VII of the Brentwood Zoning Code to set standards for the installation and use of digital signs.

Mr. Schubert made a motion to revise the ordinance. Mr. Carnevale stated that he is in favor of making several minor alterations but that he believes that these signs should not be banned from the Brownsville Road corridor. Mr. Frombach asserted that the current draft was designed as a compromise that balances the interests of prospective business owners and residents. Dr. Pasquantonio and Mr. Schubert spoke in favor of increasing the time period that a message must be displayed before it can be changed.

Motion By: Rich Schubert

Second By: AJ Doyle

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

Absent: Fox

President: "Motion Passed"

c. Consider authorizing the advertising of Ordinance No. 2017-1257; amending, in limited part, Chapter 154 of the Borough Code, which pertains to parking [ACTION ITEM].

Mr. President, I move to authorize the advertising of Ordinance No. 2017-1257, amending, in limited part, Chapter 154 of the Brentwood Borough Code, which pertains to parking.

Motion By: Rich Schubert

Second By: AJ Doyle

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

Absent: Fox

President: "Motion Passed"

d. Consider authorizing the advertising of Ordinance No. 2017-1258; amending, in limited part, Chapter 201 of the Borough Code, which pertains to metered parking [ACTION ITEM].

Mr. President, I move to authorize the advertising of Ordinance No. 2017-1258; amending, in limited part, Chapter 201 of the Borough Code, which pertains to metered parking

Motion By: Rich Schubert

Second By: AJ Doyle

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

Absent: Fox

President: "Motion Passed"

12. Parks and Recreation Committee – Mr. Rich Schubert

Mr. Schubert asked to relinquish his chairmanship of this committee. Recommended the appointment of Mr. Carnevale to this position, which was subsequently authorized by Mr. Frombach.

a. Consider Resolution No. 2017-27; authorizing application to the DCNR for a grant for Brentwood Pool renovations [ACTION ITEM]

Mr. President, I move the Borough adopt Resolution No. 2017-27, authorizing the Borough to make application to the Pennsylvania DCNR for a grant to help fund improvements to the Brentwood Pool & Bathhouse.

Motion By: Rich Schubert

Second By: AJ Doyle

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

Absent: Fox

President: "Motion Passed"

13. Public Safety Committee – Mr. Pat Carnevale

a. Consider approving the Memorandum of Understanding to amend Article XIII of the Police CBA [ACTION ITEM].

Mr. President, I move to approve the Memorandum of Understanding with Teamsters Local Union No. 205 to amend Chapter XIII of the Police Department Collective Bargaining Agreement.

Mr. Smith asked for clarification on the MOU. Mr. Carnevale stated that this alteration is designed to reduce the likelihood that a shift will be understaffed due to scheduled vacations. Motion By: Pat Carnevale

Second By: Rich Schubert

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

Absent: Fox

President: "Motion Passed"

b. Consider adopting Resolution No. 2017-26, authoring the Borough to enter into a contract with Sable Kennels for Animal Control.[ACTION ITEM]

Mr. President, I move the Borough adopt Resolution No. 2017-26, authorizing the Borough to enter into a contract with Sable Kennels for Animal Control at the monthly rate of \$125 to be paid from the Borough's General Fund Line Item 01-410-450 Contracted Services.

Mr. Smith asked for information regarding the vendor's policy regarding unclaimed animals. Business owner Dawn Leitner stated that the kennel rehabilitates such animals for adoption. Animals are only euthanized if a veterinarian determines that it displays extreme behavioral issues.

Mr. Frombach asked for data regarding the number police calls that this contract will reduce. Chief Zeppuhar stated that his officers respond to approximately six loose animal complaints each month.

Motion By: Pat Carnevale

Second By: Robert Pasquantonio

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

Absent: Fox

President: "Motion Passed"

c. Consider Resolution No. 2017-25; Sale of Surplus Property - 47 Duncan Parking Meters [ACTION ITEMS]

Mr. President, I move to adopt Resolution No. 2017-25, authorizing the sale of 47 Duncan parking meters as surplus property.

Motion By: Pat Carnevale

Second By: AJ Doyle

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

Absent: Fox

President: "Motion Passed"

d. Consider entering into a contract with Crime Watch Technologies [ACTION ITEM]

Mr. President, I move the Borough entering into a contract with Crime Watch Technologies associated with annual Crime Watch Technologies subscription that will help the police department share information, receive information, and assist in website management at the annual cost of \$2,400 to be paid from the General Fund Line Item 01-407-457 - Police Software.

Mr. Carnevale voiced his opinion that this program is redundant due to the recent procurement of additional departmental software. Mayor Troy responded that he believes that this software will encourage residents to provide tips on criminal activity in their neighborhoods, as it provides a layer of anonymity.

Motion By: AJ Doyle

Second By: Robert Pasquantonio

Ayes: Doyle, Frombach, Pasquantonio, Schubert, Smith

Nays: Carnevale

Absent: Fox

President: "Motion Passed"

14. Community Affairs Committee – Dr. Robert Pasquantonio

a. FYI- Relay for Life Fundraiser will be held on April 13th.

FYI- Mr. President, the Brentwood-Baldwin-Whitehall Chapter of the Relay for Life will hold a fundraiser dinner on April 13th. The event will be held from 5PM to 8PM at the Crack'd Egg restaurant. Tickets are only \$20. All proceeds will benefit the American Cancer Society.

15. Special Committees

Mayor Troy reported that recently retired Officer Vojtas and recently deceased Emergency Management Coordinator Ritter were both honored by the Borough & Township Police Association.

16. Old Business

Mr. Carnevale questioned the proposal to schedule an e-waste recycling day. Manager Zboyovsky stated that, because the community clean-up event was removed from the budget, Council would have to authorize any associated contract.

17. New Business

None.

18. Public Comment

Brian Klein of 3017 Brownsville Road and Charlotte McGonigle of 3015 Brownsville Road addressed Council regarding the idling of commercial vehicles at Denillo HVAC.

19. Adjournment

Motion By: AJ Doyle

Second By: Harold Smith

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

President: "Motion Passed"



BOROUGH COUNCIL INFORMATIONAL SHEET AGENDA ITEM 9.b.

ACTION ITEM

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

DATE: April 17, 2017

PRESENTED MRS. SUSAN TOTH

BY: 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	Upload Date	Type
March Treasurer's Report	4/13/2017	Cover Memo
March Revenues	4/13/2017	Cover Memo
2017 March Budget Report	4/13/2017	Cover Memo

March, 2017

TREASURER'S REPORT

Treasurer's Report Summery of Reconciled Bank Statements March, 2017

General Fund		Operating Reserve FundBrentwood Bank			
2/28/2017	\$ 1,546,612.38	2/28/2017		\$	272,278.19
					24.60
Receipts	\$ 250,904.71	Receipts	Interest	\$	34.68
Interest	\$ 36.09				
Paid out	-373134.24	Expenditures		\$	-
Trans in from sewage Del refuse					
Trf to Payroll	\$ (342,851.50)			_	
3/31/2017	\$ 1,146,651.68	3/31/2017		\$	272,312.87
Park Fund		Capital Improv	ement Fund	Balan	ce 11/30/16
2/28/2017	\$ 93,079.13	2/28/2017		\$	889,142.49
Receipts	\$	Receipts		\$	772,173.69
Interest	\$ 19.76	Interest		\$	47.99
Checks cleared	\$ -	Checks Cleared		\$	(929,366.81)
2/28/2017	\$ 93,098.89	3/31/2017		\$	731,997.36
Sanitary Sewer Fund		Highway Aid Fund		.	
2/28/2017	\$ 3,612,637.84	2/28/2017		\$	121,394.20
				\$	-
Receipts	\$ 490,893.46	Receipts			
Interest	\$ 159.32				
Expenditures	\$ (173,941.47)	Interest		\$	5.15
Trans to GF (del garbage & liens)	\$ (65,084.24)				
		Expenditures		\$	-
3/31/2017	\$ 3,864,664.91	3/31/2017		\$	5.15
Employee Pension Fund -Hun	lington	Police	 Pension Fund -	Uuntingto	
2/28/2017	\$1,749,854.46	2/28/2017	Chsion Fund -	\$	5,460,759.61
Employee Contribs	\$ 2,299.15	Employee Contribs		\$	5,762.53
Divident Income	\$ 2,299.13	Divident Income		\$	8,470.60
Interest Income	\$ 2,339.26	Interest Income		\$	6,480.61
Accrued Income	\$ 1,993.94	Accrued Income		\$	(4,870.60)
Legal Fees (Rhoades)	\$ (1,308.00)	Legal Fees (Rhoades)		\$	(148.75)
Actuary fee (Mockenh)	\$ (148.73)	Actuary Fee (Mocken)		\$	(140.73)
Payment to Retirees	\$ (2,087.94)	Payment to Retirees		\$	(22 610 50)
Chg in Mkt Value				\$	(22,610.50)
Fed Income Tax		Chg in Mkt Value		\$	6,922.84
	\$ (351.72)	Fed Income Tax			(2,152.72)
Trustee Fee (Huntington)	\$ (70.78)	Trustee Fee (Huntington)		\$	(220.88)
CIM Fee	\$ -	CIM Fee		\$	A 4 = 0 6 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
3/31/2017	\$1,754,795.50	3/31/2017			\$5,458,392.74

Outstanding Debt March, 2017

	March, 2017			
Pennvest Loan #71217 PWSA		2009 PNC Equipment	Finance	Loan #05370-002
remivest Loan #/121/ F WSA		Energy Saving Equip.		Loan #035/0-002
Balance 2/28/17	\$ 839,732.77	Balance 2/28/17		\$ 188,511.13
		Next pymnt 5/17/17	\$16,013.11	
3/31/2017	\$ 839,732.77	3/31/2017		\$ 188,511.13
2008 Pennvest Loan #75210 (S		2012 GO Bond	US Bank	2 000 000 00
Balance 2/28/17	\$1,903,583.44	Balance 2/28/17	-	2,980,000.00
Monthly Loan payment	\$ (15,677.10)	Next pymt due 9/1/17		\$0.00
3/31/2017	\$1,887,906.34	3/31/2017		2,980,000.00
PNC Loan #172002000 Bac	khoe	PNC Loan	PW Trucks	#185217000
Balance 2/28/17	\$9,754.06	Balance 2/28/17		\$76,867.80
Final pymnt 3/11/17		Next pymnt 3/15/17	\$19,777.45	
3/31/2017 *****FINAL PAYMI	\$9,754.06 ENT MADE******	3/31/2017		\$76,867.80
2015 GO Bond		PNC Equipment Fin.	HVAC Units	
Balance 2/28/17	\$5,297,078.39	Balance 2/28/17		
Next pymt 9/1/17				\$ 48,249.36
Next pymt 9/1/17		Pymt made 3/1/17		\$ (13,185.87)
3/31/2017	\$5,297,078.39	3/31/2017		\$35,063.49
2017 TAN				
Balance 2/28/17	\$1,000,000.00			
3/31/2017	\$1,000,000.00			

REVENUE ACCOUNTS

01 General Fund

TOTAL REVENUE	of 301 300 000 RE. Transfer Tax. 01 310 100 000 Re Transfer Tax. Current 01 310 100 000 Remed inc Tax Current 01 310 230 000 Earmed inc Tax Delinquent 01 310 401 000 Local Service Tax 01 321 740 000 Vice Machine 01 321 750 000 Pool Tables 01 321 800 000 Cable TV Franchise Fees 01 322 800 000 Sale Permits 01 322 901 000 Steet Enforcement Citation Receipts 01 322 901 000 Restitutions/Settlements 01 322 101 000 Rest Content 01 322 101 000 Rest Of Land 01 342 200 000 Recreation Center 01 342 101 000 Rest Of Land 01 342 201 000 Read - Sales Tax Proceeds 01 342 101 000 Read - Sales Tax Proceeds 01 342 201 000 Read - Sales Tax Proceeds 01 342 201 000 Read - Sales Tax Proceeds 01 342 201 000 Read - Sales Tax Proceeds 01 342 201 000 Read - Sales Tax Proceeds 01 343 310 000 Comming Planning Fees 01 345 000 000 Parking Meter Violations 01 367 310 000 Cocuplancy Fermits 01 367 310 000 Cocuplancy Fermits 01 362 460 000 Parking Meter Revenue 01 364 310 000 Parking Meter Revenue 01 364 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 300 000 Saloid Waste Collection & Disposal Charges 01 367 400 000 Saloid Waste Collection & Disposal Charges 01 367 400 000 Saloid Waste Collection & Disp	REVENUES 01 301 100 000 R.E. Taxes-Current
\$		↔
8,156,200.00 \$	196,000.00 350,000.00 85,000.00 85,000.00 85,000.00 86,000.00 86,000.00 190,000.00 40,000.00 1,000.00 1,000.00 1,000.00 1,000.00 7,500.00 7,500.00 7,500.00 10,000.00 25,000.00 10,000.00 25,000.00 10,000.00 25,000.00 10,000.00 25,000.00 10,000.00 25,000.00 10,000.00 25,000.00 10,000.00 25,000.00	Budget 3,400,000.00 \$
243,084.77 \$	45, 183.42 2,114.28 60,921.89 10,692.70 0.00 48,624.90 914.00 78.00 35.00 5,283.75 2,596.92 0.00 0.00 150.00 4,740.00 150.00 30,092.92 0.00 3,147.67 1,549.50 0.00 3,147.67 1,549.50 0.00 0,00	Current Month (830.66) \$
1,852,479.40	2,498.32 68,559.35 14,193.35 14,193.35 288,569.95 994.09 23,229.37 600.00 0,00 0,00 0,00 0,00 0,00 0,00 0,	Year To Date
\$ (6,303,720.60) \$	193,501.68) 281,440.45) (5,505.91) (661,770.63) (560.00) (600.00) (141,375.10) (61,443.00) (143.00) (143.00) (143.00) (143.00) (15,505.91) (443.00) (443.00) (16,649.81) (4,841.63) (1,000.00) (18,660.00) (18,660.00) (18,660.00) (18,660.00) (18,660.00) (18,660.00) (18,660.00) (18,660.00) (18,660.00) (18,670.00) (18,670.00) (18,593.00) (18,593.00) (18,593.00) (18,593.00) (18,593.00) (18,593.00) (18,593.00) (18,593.00) (18,593.00) (18,593.00) (19,470.00) (2,675.00) (2,675.00) (2,675.00) (13,584.34) (13,584.34) (13,584.34) (13,584.34) (13,584.34) (13,584.30)	Unrealized Revenue YTD as % of Budget \$ (3.348.788.49) \$ (0.02)
(0.23)	(0.01) (0.20) (0.27) (0.17) (0.27) (0.27) (0.28) (0.08) (0.08) (0.28) (0	D as % of Budget
6		Prior Year
0.00		8
0.00		PY as % of Budget

08 Sewer Fund

REVENUES

08 341 010 000 Interest
08 364 010 000 Sewer Charges - Alcosan & Brentwood
08 364 050 000 Sewer Charges - Delinquent
08 364 100 000 Alcosan Billing Reimbursement
08 364 900 000 Reimbursable Shut-Off Fee
08 364 901 000 Reimbursable Postage Exp
08 364 901 000 Lien Removal Fee
08 364 903 000 Sewage Escrow

TOTAL REVENUE

(0.49)	* (.)				
	\$ (1.445.249.08) \$	1,406,850.92	483,247.10 \$	2,852,100.00 \$	ts
0.00	9,650.00	9,650.00	7,000.00	0.00	ı
(0.89)	(361.30)	2,838.70	7 00.00	3,200.00	
0.00	(100.00)	0.00	0.00	3 200.00	
0.00	(600.00)	0.00	0.00	100.00	
(1.01)	146.46	11,146.46	11,146.46	600.00	
(0.41)	(103,710.10)	72,289.90	34,297.94	11 000.00	
(0.49)	(1,349,526.82)	1,310,4/3.18	34,007.38	4,660,000.00	
(0.38)	\$ (747.32) \$	452.68	159.32 \$	1,200.00 \$	↔
,					
as % of Budget	Unrealized Revenue YTD	Year To Date	Current Month	Budget	
	as % of Budget (0.38) (0.49) (0.41)	YTD as	n O o o	Year To Date Year To Date 4 4 77.288 9 6 11.146.46	Year To Date \$ 1,310,473.18 72,289.6

15 Park Fund

	15 341 000 000 Interest Income 15 342 550 000 Ball Field 1 - Advertising 15 342 551 000 Attanucci Field - Advertising 15 342 552 000 Tepsic Field - Advertising 15 342 552 000 Ball Field 4 - Advertising 15 342 553 000 Ball Field 4 - Advertising 15 342 555 000 Ball Dek Hockey - Advertising 15 342 558 000 Commemorative Bricks 15 387 110 000 Brentwood School District Lease	REVENUES
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TOTAL REVENUE

0.00		•	9	36 E00 00	,,
			0.00	30,000.00	
(5,000.00) 0.00 0.00 0.00	0.00 (5,00		0.00	30,000.00	
0.00 0.00			0.00	7 000.00 00.00	
0.00			0.00	200.00	
0.00			0.00	300.00	
0.00			0 0	300 00	
0 00	_		0.00	300.00	
			0.00	300.00	
\$ 0.00 \$ 0.00 \$	€	€	\$ 0.00	100.00	↔

18 Capital Improvements

18 341 000 000 Interest 18 354 095 000 Arle Grant - Traffic Signals 18 354 100 000 SHACOG Grant - CD43 18 353 100 000 Streets, Sidewalks And Curb Ramps 18 363 100 000 Streets, Sidewalks And Curb Ramps 18 363 110 000 Reimbursements 18 387 110 000 Donation from Brentwood Athletic Association 18 392 010 000 Transfer From General Fund 18 392 020 000 Transfer in from sweep acct 18 392 030 000 Transfer From Park Fund 18 392 030 000 Transfer From Sanitary Sewer Fund	71:1:::)
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TOTAL REVENUE

\$ 2,044,000.0	\$ 162,000.00 27,000.00 25,000.00 0.00 5,000.00 1,710,000.00 15,000.00 15,000.00	
0.00	000000000000000000000000000000000000000	
1,013,147.69 \$	47.99 \$ 0.00 0.00 653.75 240,974.00 0.00 771,471.95 0.00 0.00	
1,017,713.69	47.99 : 0.00	
\$ (1,026,286.31) \$	\$ (162,000.00) (27,000.00) (24,780.25) 240,974.00 0.00 (1,710,000.00) 771,471.95 (15,000.00) (100,000.00)	
(0.50)	0.00 0.00 0.00 0.00 (0.01) 0.00 0.00 0.00	
49	₩	
0.00 \$	0.00 0.00 0.00 0.00 0.00 0.00 0.00	
0.00	0.00	

35 Highway Aid Fund

REVENUES

35 341 000 000 Interest Earnings 35 355 020 000 State Highway Aid (Liquid Fuels Tax)

TOTAL REVENUE

	69		€9	
	238,040.00	230,000.00	40.00 \$	Budget
	5.15		\$ 5.15 \$	Current Month
	21.44 \$	0.00	21.44 \$	Year To Date
	(238,018.	(238,000.00)	(18.56)	Unrealized Revenue
	\$ 0.00 \$	0.00	\$ (0.54) \$	Current Month Year To Date Unrealized Revenue YTD as % of Budget Prior Year F
	0.00	0.00	0.00	Prior Year
'	۰ ا	0.00	↔	PY as % of Budget

60 Non Uniform Pension Fund

REVENUES

TOTAL REVENUE

\$ 0	₩	виадет
0.00	0.00	
2,729.63 \$	627.88 \$ (2,331.34) 2,133.94 2,299.15	Current Month
69,411.13	5,613.04 (744.34) 57,419.91 7,122.52	Year To Date Unrealized Revenue YTD as % of Budget
69	₩	Unre
69,411.13	5,613.04 (744.34) 57,419.91 7,122.52	alized Revenu
₩	₩	le YTD :
0.00	0.00 0.00 0.00	as % of Budge
69	₩	
0.00	0.00 0.00 0.00	Prior Year
€9	₩	PΥ
0.00	0.00 0.00 0.00	PY as % of Budget

65 Police Pension Fund

REVENUES

TOTAL REVENUE

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

	0.	•	\$ 0.00	⇒ ∠37,065.40	237,063.40	1,000.00		*
		, l	•		227 065 40	27 636 F9 ¢	0 00	est.
00	0		0.00	17,629.02	17,629.02	5,762.53	0.00	
00	0		0.00	188,619.14	188,619.14	6,922.84	0.00	
0.00	0		0.00	16,583.39	16,583.39	8,4/0.60	0.00	
00	0.	€9	\$ 0.00	\$ 14,233.85	14,233.85	6,480.61 \$	0.00 \$	4
								•
	Prior Year	get	YTD as % of Bud	Unrealized Revenue YTD as % of Budget	Year To Date	Current Month	Budget	

EXPENDITURES

GENERAL FUND BUDGET REPORT

March 1 to March 31, 2017 \$275,652.63

ADMINISTRATION 01 405 110 Salary - Professional 01 405 140 Salary - Staff 01 405 150 Salary - Temporar/Intern 01 405 150 Salary - Temporar/Intern 01 405 153 Health - Disability 01 405 156 Health - Hospitalization 01 405 158 Life Insurance 01 405 161 FICA 01 405 162 Unemployment Compensation 01 405 162 Unemployment Benefits 01 405 183 Overtime	LEGAL SERVICES 01 404 314 Special Legal Services 01 404 317 Solicitor (Hourly) 01 404 330 Codification 01 404 341 Advertising TOTAL - LEGAL SERVICES	1AX COLLECTION 01 403 110 Salary-Elected 01 403 161 FICA 01 403 162 Unemployment Compensation 01 403 210 Office Supplies 01 403 305 Del R.E. Tax Commission 01 403 307 EIT Collection Commission 01 403 307 EIT Collection Commission 01 403 314 Special Legal Services 01 403 325 Postage 01 403 450 Contracted Services 01 403 450 Contracted Services 01 403 900 Refund Of Prior Years TOTAL - TAX COLLECTION	01 401 110 Salary - Mayor 01 401 161 FICA 01 401 210 Office Supplies 01 401 420 Dues Sub & Member 01 401 420 Meetings & Confer 01 401 700 Minor Purchases TOTAL - MAYOR FINANCE 01 402 311 Auditing Services 01 402 312 Actuarial Services TOTAL - FINANCE	EXPENDITURES COUNCIL 01 400 110 Salaries Elected Officials 01 400 161 FICA 01 400 210 Office Supplies 01 400 420 Dues Sub & Member 01 400 460 Meetings & Conf 01 400 700 Minor Purchases TOTAL - COUNCIL
↔	₩	₩	. .	₩
163,000.00 52,000.00 7,100.00 2,000.00 46,000.00 700.00 17,000.00 1,100.00 5,000.00	5,000.00 80,000.00 5,000.00 4,000.00 94,000.00		- ,	Budget 16,800.00 1,300.00 500.00 2,700.00 10,000.00 33,300.00
₩	\$	φ	φ φ	ALD E
0.00 \$ 0.00 435.14 11,556.96 119.00 0.00 10.20 0.00	0.00 \$ 18,949.75 0.00 1,546.02 20,495.77	5,000.00 \$ 0.00 545.90 6,331.41 9,040 418.13 464.38 0.00 685.00 1,330.13 14,865.35	0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$	YTD Expenditures and Encumbrances \$ 0.00 \$ 0.00 0.00 0.00 0.00 0.00 0.00
0.00 0.00 0.00 161.66 3,853.07 51.00 0.00 0.00 3.40 0.00	0.00 10,370.25 0.00 957.02 11,327.27		• • • • • • • • • • • • • • • • • • • •	Current Expenditures 0.00 0.00 0.00 0.00 0.00 0.00 395.00 395.00
\$ 0.00000000000000000000000000000000000	\$ 0.00 0.00 \$	\$ 0.00 0.00 0.00 \$ 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	©urrent Encumbrances \$ 0.00 \$ 0.00 0.00 0.00 0.00 0.00
163,000.00 52,000.00 7,100.00 1,564.86 34,443.04 581.00 17,000.00 1,100.00 4,989.80 1,000.00	5,000.00 61,050.25 5,000.00 2,453.98 73,504.23	0.00 400.00 200.00 1,154.10 28,668.59 909.60 1,581.87 9,535.62 1,500.00 115.00 8,669.87 52,734.65	3,400.00 300.00 300.00 250.00 974.00 500.00 5,724.00	Budget Remaining 16,800.00 1,300.00 500.00 1,662.00 7,069.00 2,000.00 29,331.00

POLICE DEPARTMENT 01 410 130 Salary - Professional 01 440 140 Salary - Staff 01 410 145 Personal Day Buy-Back 01 410 153 Health - Disability 01 410 156 Health - Hospitalization 01 410 158 Life Insurance 01 410 158 Life Insurance 01 410 161 FICA 01 410 162 Unemployment Compensation	BOROUGH BUILDING 01 409 240 Operating Supplies 01 409 325 Internet Service 01 409 361 Electricity 01 409 361 Electricity 01 409 362 Gas 01 409 368 Watter 01 409 373 R&M Services 01 409 374 R&M - Machinery & Equipment 01 409 384 Rental - Machinery & Equipment 01 409 380 Contracted Services 01 409 450 Contracted Services 01 409 750 Minor Purchases TOTAL - BOROUGH BUILDING	IT-NETWORKING-DATA PROCESSING 01 407 213 General Supplies 01 407 452 Contracted IT 01 407 453 Web Design/Maintenance 01 407 454 General Hardware 01 407 456 Police Hardware 01 407 456 Police Hardware 01 407 457 Police Software TOTAL - IT-NETWORKING-DATA PROCESSING ENGINEERING SERVICES 01 408 313 Engineering Services TOTAL - ENGINEERING SERVICES	01 405 189 Vacation Buy Back 01 405 192 MEA Allowance 01 405 210 Office Supplies 01 405 210 Footage 01 405 231 Vehicle Fuel 01 405 331 Vehicle Fuel 01 405 331 Other Services 01 405 321 Telephone Charges 01 405 321 Telephone Charges 01 405 334 Wirreless Telephone 01 405 334 Fidelity Bonds- In 01 405 343 Rental - Machinery & Equipment 01 405 430 Dues Subscriptions, Memb 01 405 450 Dues Subscriptions, Memb 01 405 450 Meetings & Confer. 01 405 700 Minor Purchases TOTAL - ADMINISTRATION COMMUNITY NEWSLETTER 01 406 342 Community Newsletter COMMUNITY NEWSLETTER
€	₩	6 9 69	ω
173,000,00 1,102,000,00 9,000,00 21,000,00 240,000,00 4,000,00 110,000,00 4,000,00	6,500.00 4,000.00 13,000.00 5,000.00 5,000.00 2,000.00 2,000.00 8,000.00 8,000.00 8,000.00	500.00 28,000.00 4,000.00 3,000.00 1,000.00 7,000.00 44,500.00 15,000.00	Budget 9,000.00 30.00 6,000.00 5,000.00 1,300.00 2,300.00 1,700.00 2,100.00 2,100.00 1,100.00 9,200.00 349,630.00 22,000.00 22,000.00
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66,666.00 \$ 0.00 0.00 3,064.08 60,023.35 1,060.80 0.00	779.63 \$ 479.70 3,267.31 2,318.58 608.11 947.80 47.43 0.00 1,999.38 10,447.94	8,645.00 799.60 1,645.00 889.97 0.00 1,288.75 13,268.32 2,049.50 \$2,049.50	YTD Expenditures and Encumbrances 0.00 0.00 1,996.99 1,061.07 327.96 0.00 1,251.82 69.33 834.00 4,364.29 2,418.62 710.00 1,629.93 172.50 26,957.81 5,625.00 \$
	0,	G,	
0.00 \$ 0.00 0.00 1,021.36 21,281.23 353.60 0.00 0.00	283.98 \$ 159.90 1,099.11 1,297.53 10.00 0.00 0.00 536.58 0.00 5358.33	3,695.00 \$ 3,695.00 309.65 0.00 229.97 0.00 0.00 4,294.62 1,374.50 \$	Current Expenditures 0.00 1,213.29 (12.92) 285.16 0.00 795.93 46.83 46.83 834.00 1,331.20 0.00 0.00 387.42 0.00 387.42 0.00 5,625.00 \$ 5,625.00
3,			1 1
0.00 0.00 0.00 0.00 0.00 \$	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$	Current Encumbrances 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.
106,334.00 1,102,000.00 9,000.00 17,935.92 179,976.65 2,939.20 110,000.00 4,000.00	5,720.37 3,520.30 9,732.69 2,681.42 2,391.89 4,052.57 500.00 6,000.62 3,000.00 39,552.06	500.00 19,355.00 3,200.40 1,355.00 110.03 1,000.00 5,711.25 31,231.68	Budget Remaining 9,000.00 4,003.01 3,938.93 972.04 500.00 1,748.18 2,230.67 866.00 8,635.71 (318.62) 390.00 7,570.07 327.50 322,672.19

PLANNING AND ZONING 01 414 140 Salary - Staff 01 414 153 Health - Disability 01 414 156 Health - Hospitalization 01 414 158 Life Insurance 01 414 158 Life Insurance 01 414 161 FICA 01 414 162 Unemployment Compensation 01 414 189 Vacation/PTO Buyback	EMERGENCY MEDICAL SERVICE 01 412 231 Vehicle Fuel 01 412 325 Internet 01 412 340 Contributions To EMS TOTAL - EMERGENCY MEDICAL SERVICE	VOLUNTEER FIRE DEPARTMENT 01 411 231 Vehicle Fuel 01 411 352 Professional Liability Ins. 01 411 363 Hydrant Service 01 411 420 Dues, Subscript, Memb 01 411 540 Contributions To VFD 01 411 541 State Fire Relief Assoc TOTAL - VOLUNTEER FIRE DEPARTMENT	01 410 168 Retiree Benefits 01 410 183 Overtime 01 410 184 Officer In Charge 01 410 188 Holiday Pay 01 410 199 Court Pay 01 410 191 Uniforms 01 410 210 Office Supplies 01 410 210 Office Supplies 01 410 214 Office Supplies 01 410 240 Operating Supplies 01 410 242 Police Protection Services 01 410 247 Crime Hardware 01 410 247 Crime Hardware 01 410 251 R&M Vehicle Parts 01 410 310 Professional Services 01 410 314 Special Legal Services 01 410 327 Radio Equipment/Maintenance 01 410 327 Radio Equipment/Maintenance 01 410 328 Rental - Machinery & Equipment 01 410 348 Rental - Machinery & Equipment 01 410 430 Court Costs 01 410 450 Contracted Services 01 410 450 Contracted Services 01 410 450 Confracted Services 01 410 450 Meetings & Conf. 01 410 750 Minor Purchases TOTAL - POLICE DEPARTMENT
€	₩	₩	2
110,000.00 1,100.00 26,000.00 450.00 8,500.00 500.00 4,500.00	13,593.00 50.00 80,597.00 94,240.00	5,100.00 750.00 34,000.00 1,200.00 96,000.00 47,000.00	Budget 33,000.00 100,000.00 55,000.00 24,000.00 8,500.00 4,000.00 4,000.00 13,000.00 13,000.00 13,000.00 13,000.00 13,000.00 13,000.00 14,000.00 14,000.00 14,000.00 14,000.00 14,000.00 14,000.00 14,000.00 15,000.00 16,000.00 2,000.00 16,000.00 15,000.00 16,000.00 15,000.00
\$ 0.00 \$ 286.23 6,768.96 102.00 0.00 0.00	\$ 2,930.67 \$ 19.02 40,298.50 43,248.19	\$ 946.88 \$ 824.00 8,176.59 1,127.96 24,000.00 0.00 35,075.43	YTD Expenditures and Encumbrances 11,000.05 0.00 0.00 0.55.36 0.00 4,794.09 4,662.00 4,110.88 2,004.55 71.34 45.37 0.00 237.41 768.63 0,759.24 450.00 0,866.90 7759.24 450.00 0,00 0,00 0,00 0,00 0,00 0,00 0,00
\$ 0.00 \$ 95.41 2,067.89 34.00 0.00 0.00 0.00 0.00	841.92 \$ 6.34 20,149.25 20,997.51	2,829.88	Current Expenditures 2,222.64 0.00 0.00 0.00 0.00 0.00 0.00 0.00 1,793.36 1,042.59 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0
0.00 0.00 0.00 0.00 0.00	0.00 \$ 0.00 \$	0.00 0.00 0.00 \$	Current Encumbrances 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.
110,000.00 813.77 19,231.04 348.00 8,500.00 500.00 4,500.00	10,662.33 30.98 40,298.50 50,991.81	4,153.12 (74.00) 25,823.41 72,000.00 47,000.00 148,974.57	Budget Remaining 21,999.95 100,000.00 8,000.00 159,744.64 30,000.00 159,744.64 30,000.00 19,205.91 3,938.00 3,598.53 250.00 8,889.12 1,995.45 4,928.66 954.63 500.00 13,762.59 12,231.37 7,000.00 8,775.00 268.00 2,113.10 5,240.76 1,550.00 2,113.10 5,240.76 1,1550.00 2,113.10 5,240.76 1,1550.00 3,537.72 2,586.75 1,189.68 13,638.50 6,000.00 3,248.84 3,413.20 2,038,746.17

RECYCLING COLLECTION & DISPOSAL 01 426 210 Office Supplies 01 426 325 Postage 01 426 450 Contracted ServicesLeaf bins	SUMMER CROSSING GUARDS 01 420 140 Salary - Staff 01 420 161 FICA 01 420 162 Unemployment Compensation TOTAL - SUMMER CROSSING GUARDS	SCHOOL CROSSING GUARDS 01 419 140 Salary - Staff 01 419 161 FICA 01 419 162 Unemployment Compensation 01 419 162 Uniform Allowance 01 419 191 Uniform Allowance 01 419 240 Operating Expense TOTAL - SCHOOL CROSSING GUARDS	PARKING METERS 01 417 140 Parking Meter Enforcement 01 417 161 FICA 01 417 162 Unemployment Compensation 01 417 191 Uniform Allowance 01 417 240 Operating Supplies TOTAL - PARKING METERS	POLICE CLERICAL 01 415 140 Salary - Staff 01 415 153 Health - Disability 01 415 156 Health - Hospitalization 01 415 156 Health - Hospitalization 01 415 158 Life Insurance 01 415 161 FICA 01 415 162 Unemployment Compensation 01 415 183 Overtime 01 415 189 Vacation/PTO Buyback 01 415 191 Uniform Allowance 01 415 191 Training/Education	01 414 193 Training/Education 01 414 210 Office Supplies 01 414 231 Vehicle Fuel 01 414 251 R&M Supplies - Vehicle Parts 01 414 251 R&M Supplies - Vehicle Parts 01 414 313 Reimburseable Engineering Costs 01 414 313 Reimburseable Service 01 414 317 Other Services 01 414 321 Telephone 01 414 321 Telephone 01 414 321 Wireless Telephone 01 414 431 Advertising 01 414 420 Dues Scrip & Membr. 01 414 450 Contracted Services 01 414 450 Contracted Services 01 414 460 Meetings & Confer. 01 414 700 Minor Purchase TOTAL - PLANNING AND ZONING
v	₩	₩ ↔	₩ ↔	₩	1
500.00 500.00 20,000.00	22,000.00 2,000.00 550.00 24,550.00	92,000.00 8,000.00 2,500.00 1,200.00 103,700.00	152,550.00 38,000.00 3,000.00 700.00 300.00 5,000.00 47,000.00	106,000.00 1,500.00 28,000.00 8,100.00 5,000.00 2,500.00 4,100.00 600.00 800.00	Budget 1,500.00 500.00 1,200.00 1,200.00 1,000.00 3,000.00 3,000.00 500.00 3,000.00 1,200.00 1,200.00 1,200.00 1,500.00 5,500.00 5,500.00 5,500.00
\$ 0.00 0.00 48,088.03	\$ 0.00 0.00 0.00	\$ 0.00 0.00 0.00 125.00 88.20 213.20	\$ 0.00 0.00 0.00 0.00 217.38 217.38	\$ 0.00 294.36 6,543.22 102.00 0.00 0.00 0.00 169.99 0.00	YTD Expenditures and Encumbrances 622.90 363.98 419.01 77.00 49.00 0.00 1.311.10 1,437.50 99.52 69.33 0.00 680.24 0.00 1,258.14 39.80 13,584.81
\$ 0.00 0.00 773.48	\$ 0.00 0.00 0.00	\$ 0.00 0.00 0.00 125.00 0.00	\$ 0.00 0.00 0.00 0.00 106.89	\$ 0.00 98.12 2,366.16 34.00 0.00 0.00 0.00 0.00 0.00	Current Expenditures 199.90 630.83 72.00 0.00 188.00 730.50 67.89 46.83 0.00 0.00 0.00 0.00 39.80 4,261.76
\$ 0.00 \$ 0.00	\$ 0.00 \$ 0.00	\$ 0.00 0.00 0.00 \$	\$ 0.00 0.00 0.00 \$	\$ 0.00 0.00 0.00 0.00 0.00 0.00 \$	Current Encumbrances 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.
500.00 500.00 (28,088.03)	22,000.00 2,000.00 550.00 24,550.00	92,000,00 8,000,00 2,500,00 1,075,00 (88,20)	145,440.43 38,000.00 3,000.00 700.00 300.00 4,782.62 46,782.62	106,000.00 1,205.64 21,456.78 348.00 8,100.00 2,500.00 4,100.00 4,100.00 430.01	Budget Remaining 877.10 136.92 780.99 423.00 951.00 3,000.00 11,568.90 1,562.50 409.48 2,930.67 1,500.00 509.76 3,000.00 4,241.86 460.20 176,365.19

01 434 361 Street Lighting TOTAL - STREET LIGHTING	TOTAL - STREET SIGNS AND STREET MARKINGS STREET LIGHTING	STREET SIGNS AND STREET MARKINGS 01 433 361 Electricity 01 433 450 Contracted Services	TOTAL - PUBLIC WORKS DEPARTMENT	01 430 700 Minor Purchases	01 430 460 Meetings & Confer.	01 430 450 Storm Sewers	01 430 420 Dues Scrip Member.	01 430 384 Rental Machinery and Equipment	01 430 374 R&M - Machinery & Equipment	01 430 366 Water	430 362	01 430 361 Electricity		430 324	01 430 321 Telephone			01 430 251 R&M Supplies - Vehicle Parts	01 430 250 R&M Supplies	01 430 245 DPW - Highway Supplies	01 430 240 Operating Supplies	01 430 210 Office Supplies	01 430 193 Training/Education	430 192	01 430 191 Uniform Allowance	01 430 189 Vacation/PTO Buy-Back	01 430 187 Healthcare Benefit Buy-Back	01 430 183 Overtime	01 430 161 FICA	01 430 158 Life insurance	01 430 156 Health - Hospitalization	01 430 153 Health - Disability	01 430 141 Salary - Summer Part Time	01 430 140 Salary - Staff	PUBLIC WORKS DEPARTMENT 01 430 110 Salary - P.W. Supertendent	IOTAL - SOLID WASTE COLLECTION & DISPOSAL	SOLID WASTE COLLECTION & DISPOSAL 01 427 750 Minor Purchases	OTAL - RECICEING COLLECTION & DISPOSAL	TOTAL DECYCLING COLLECTION & SIGNAL	01 426 451 Contracted SvoRefuse	
↔		₩																																	69		₩				
2,500.00 2,500.00	9,000.00	3,000.00 6,000.00	1,051,100.00	5,000.00	3,000.00	0.00	1,000.00	500.00	3,000.00	5.000.00	4,000.00	4 000.00	2,000.00	3,000.00	2,200.00	3,000.00	8.000.00	20,000,00	5,000.00	18,000.00	20,000.00	500.00	2,000.00	1,400.00	11,000.00	11,000.00	16,000.00	56,000.00	3 200.00	2,500.00	133,000.00	7,000.00	29,000.00	470,000.00	142.000.00	2,000.00	2,000.00	601,500.00	500.00	580,000.00	Rudget
6		₩																																,	₩		↔			2	
0.00	888.00	0.00 888.00	68,138.07	986.92	384.09	450.00	0.00	0.00	861.69	1.353.89	2,023,79	148.95	209.98	759.27	538.66	0.00	0.00	6 595 38	0.00	4,293.87	5,235.87	62.69	0.00	0.00	2,129.71	0.00	0.00	0.0	0.00	591.60	35,783.19	1,669.71	0.00		0 00	1,980.00	1,980.00	144,187.56	150.00	95,949.53	YTD Expenditures
₩		₩																																•	: 9		₩			<u> </u>	n S io
0.00	234.00	0.00 \$	18,315.63	0.00	384.09	450.00	0.00	0.00	0.00	515.40	510 55	148.95	104.99	558.96	175.55	0.00	0.00	301 10	0.00	1,515.31	864.27	0.00	0.00	0.00	520.83	0.00	0.0	0	0.00	197.20	10,469.65	556.57	0.00		0 00	0.00	0.00	49,701.51	150.00	48,778.03	Current
																																								Encum	
0.00	0.00	0.00 \$	0.00	0.00	0.00	0 00	0.00	0.00	0 0 0	0.00	9 6	0.00	0.00	0.00	0.00	0 0 0	0.0	0.0	0 .0	0.00	0.00	0.00	0.00	0.00	0.00	0 0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 0 4	0.00	0.00	0.00	0.00	Encumbrances 0.00	Current
2,500.00 2,500.00	8,112.00	3,000.00 5,112.00	982,961.93	4,013.08	2,615.91	(450.00)	1 000.00	500.00	3,046.11 2 138 31	3,876,11	2,974.21	651.05	1,790.02	2,240.73	1,661,34	3,000.00	8,000,00	5,000.00	14,9/2./1	4,706.13	14,764.13	437.31	2,000.00	1,400.00	8.870.29	11,000.00	56,000.00	3,200.00	50,000.00	1,908.40	97,216.81	5 330 29	29,000.00	470,000.00	122 000 00	20.00	20.00	457,312.44	350.00	484,050.47	Budget

RECREATION

LIBRARY 01 456 240 Operating Supplies 01 456 311 AUDITING Services 01 456 361 Electricity	PARK 01 454 240 Operating Supplies 01 454 251 R & M Supplies - Vehicle 01 454 321 Telephone Charges 01 454 321 Telephone Charges 01 454 361 Electricity 01 454 366 Water 01 454 374 R&M-Machinery & Equipment 01 454 374 Remtal - Machinery & Equipment 01 454 450 Contracted Service 01 454 460 Meetings and Conferences 01 454 700 Minor Purchases TOTAL - PARK	CIVIC CENTER 01 453 240 Operating Supplies 01 453 361 Electricity 01 453 362 Gas 01 453 372 Maintenance And Repairs 01 453 370 Minor Purchases TOTAL - CIVIC CENTER	SWIMMING POOL 01 452 140 Salary - Staff 01 452 161 FICA 01 452 162 Unemployment Compensation 01 452 162 Unemployment Compensation 01 452 193 Training/Education 01 452 193 Training/Education 01 452 240 Operating Supplies 01 452 260 Concession Stand 01 452 310 Professional Services 01 452 321 Telephone Charges 01 452 361 Electricity 01 452 368 Water 01 452 372 Pool Maintenance Repairs 01 452 450 Contracted Services 01 452 700 Minor Purchases TOTAL - SWIMMING POOL	01 451 110 Salary - Recreation Director 01 451 140 Salary - Temporary/Part Time 01 451 161 FICA 01 451 162 Unemployment Compensation 01 451 210 Office Supplies 01 451 240 Operating Supplies 01 451 420 Dues, Subscriptions, Memberships 01 451 420 Dues, Subscriptions, Memberships 01 451 450 Contracted Services 01 451 450 Community Day 01 451 450 Meetings & Conferences 01 451 700 Minor Purchases TOTAL - RECREATION
↔	₩	₩	₩	6
4,100.00 1,700.00 13,000.00	11,000.00 500.00 250.00 12,000.00 1,000.00 1,000.00 500.00 6,000.00 300.00 4,000.00 37,550.00	2,000.00 5,000.00 4,000.00 3,000.00 2,000.00 2,000.00	25,000.00 2,000.00 600.00 600.00 10,000.00 12,000.00 500.00 3,000.00 3,000.00 3,000.00 3,000.00 3,000.00	Budget 30,000.00 10,000.00 2,400.00 300.00 500.00 3,000.00 780.00 35,000.00 13,000.00 13,000.00 22,000.00 3,000.00 120,780.00
\$ 448.66 \$ 0.00 3,373.70	\$ 1,372.42 \$ 201.76 0.00 1.844.31 1,703.71 522.42 0.00 450.00 0.00 0.00 6,094.62	\$ 945.88 \$ 838.64 2,282.95 704.31 0.00 635.60 5,407.38	\$ 0.00 \$ 0.00 0.00 0.00 0.00 0.00 0.00	YTD Expenditures and Encumbrances \$ 0.00 \$ 0.00 0.00 0.00 0.00 75.45 73.52 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0
106.00 \$ 0.00 807.22	748.14 \$ 201.76 0.00 260.78 1,703.71 494.62 0.00 0.00 0.00 0.00 3,409.01	399.55 \$ 288.14 1,301.29 474.00 0.00 0.00 2,462.98	0.00 \$ 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Current Expenditures 0.00 \$ 0.00 \$ 0.00 31.47 36.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
0.00 \$ 0.00 \$	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 \$	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	<u>Current</u> Encumbrances 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.
3,651.34 1,700.00 9,626.30	9,627.58 298.24 250.00 10,155.69 296.29 477.58 500.00 5,550.00 300.00 4,000.00 31,455.38	1,054.12 4,161.36 1,717.05 2,295.69 2,000.00 1,364.40 12,592.62	25,000.00 2,000.00 600.00 10,000.00 12,000.00 12,000.00 500.00 300.00 4,551.59 10,367.58 3,000.00 60,000.00 2,900.04	Budget Remaining 30,000.00 10,000.00 2,400.00 300.00 424.55 2,926.48 780.00 300.00 305.47.50 10,510.00 500.00 22,000.00 11,588.57

INTERFUND TRANSFERS 01 492 080 Transfer To Sanitary Sewage Fund 01 492 095 Transfer - Operating Reserve Fund 01 492 095 Transfer-Brentw Park Init. Fund 01 492 150 Transfer - Capital Improvement Fund	RAD DISTRIBUTION 01 489 080 RAD Distribution 01 489 420 Shacog Memebership 01 489 421 Connect Membership TOTAL -RAD DISTRIBUTION	INSURANCE 01 486 351 Property/Casualty 01 486 352 Liability Insurance 01 486 354 Workers Compensation 01 486 356 Insurance Deductibles 01 486 356 Mine Subsidence 01 486 356 Mine Subsidence 01 486 460 Meetings/Conferences TOTAL -INSURANCE	DEBT PRINCIPLE 01 471 600 Tan TOTAL -DEBT PRINCIPLE INTEREST ON TAN 01 472 600 Interest On Tan TOTAL -INTEREST ON TAN	10-12 MARYLEA 01 465 314 Special Legal Services 01 465 362 Gas 01 465 366 12 Marylea Ave - Water TOTAL -10-12 MARYLEA	ECONOMIC DEVELOPMENT 01 463 310 Professional Services 01 463 340 Advertising/Marketing TOTAL -ECONOMIC DEVELOPMENT	STADIUM 01 459 240 Operating Supplies 01 459 325 Internet Services 01 459 361 Electricity 01 459 360 Water 01 459 370 Repair & Maintenance 01 459 700 Minor Purchases TOTAL -STADIUM	01 456 362 Gas 01 456 366 Water 01 456 370 Repair & Maintenance 01 456 450 Contracted Service 01 456 540 Contributions 01 456 700 Minor Purchases TOTAL - LIBRARY
↔	₩ ↔	₩	 	₩	₩	₩	
0.00 0.00 30,000.00 1,725,000.00	6,000.00 3,000.00 800.00 9,800.00	85,000.00 26,000.00 260,000.00 15,000.00 2,000.00 2,000.00 388,200.00	1,000,000.00 1,000,000.00 6,000.00 6,000.00	4,000.00 1,000.00 200.00 5,200.00	5,000.00 15,000.00 20,000.00	1,000.00 2,000.00 15,000.00 2,000.00 1,000.00 1,000.00	Budget 5,000.00 2,400.00 3,000.00 197,000.00 1,500.00 230,700.00
↔	₩	₩	φ φ	€	₩	₩	And E
0.00 0.00 0.00 0.00	3,000.00 740.00 3,740.00	0.00 \$ 0.00 95,237.40 0.00 0.00 531.89 95,769.29	0.00	1,127.40 \$ 100.50 48.33 1,276.23	0.00 \$ 130.00	0.00 \$ 682.41 2,606.03 0.00 0.00 136.56	YTD Expenditures and Encumbrances 2.804.16 792.43 0.00 395.00 98,500.00 1,049.26 107,363.21
0.00 0.00 0.00	0.00 0.00 0.00	\$ 0.00 0.00 44,917.80 0.00 0.00 147.34 45,065.14	0.00	765.38 0.00 16.11 781.49	, , ,		Current Expenditures 1,537.60 357.72 0.00 0.00 49,250.00 0.00 52,058.54
ω	₩	φ	φ φ	₩	↔	₩ ₩	
0.00 0.00 0.00 \$	0.00 \$	0.00 0.00 0.00 0.00 \$	0.00	0.00	0.00 \$	0.00 0.00 0.00 9	Current Encumbrances 0.00 0.00 0.00 0.00 0.00 0.00 1,049.26 1,049.26
0.00 0.00 30,000.00 1,725,000.00	6,000.00 0.00 60.00 6,060.00	85,000.00 26,000.00 164,762.60 15,000.00 200.00 1,468.11 292,430.71	1,000,000.00 1,000,000.00 6,000.00 6,000.00	19,870.00 2,872.60 899.50 151.67 3,923.77	18,575.00 5,000.00 14,870.00	1,000.00 1,317.59 12,393.97 2,000.00 1,000.00 863.44	Budget Remaining 2,195,84 1,607,57 3,000,00 2,605,00 98,500,00 450,74 123,336,79

\$ 8,570,471.32	\$ 6,569.26	\$ 275,652.63	\$ 818,528.68	\$ 9,389,000.00 \$	TOTAL EXPENDITURES
0.00	0.00	0.00	0.00	0.00	TOTAL - UNRESERVED BALANCE
0.00	0.00	0.00	0.00	0.00	TOTAL -REFUND OF PRIOR YEARS REVENUE
0.00	0.00	0.00	0.00	0.00	TOTAL -BOND ISSUANCE COST REFUND OF PRIOR YEARS REVENUE
2,030,000.00	0.00	0.00	0.00	2,030,000.00	BOND ISSUANCE COST
Budget Remaining 75,000.00 200,000.00	<u>Current</u> Encumbrances 0.00 0.00	Current Expenditures 0.00 0.00	YTD Expenditures and Encumbrances 0.00	<u>Budget</u> 75,000.00 200,000.00	01 492 960 Transfer - Ge Pension 01 492 965 Transfer - Police Pension

SANITARY SEWER FUND BUDGET REPORT

March 1 to March 31, 2017 \$481,693.42

Brentwood Borough Treasurer's Report Sanitary Sewer Fund Expenditures With Prior Year For the Period Ending March 31, 2017

	TOTAL EXPENDITURES	O AL - ONKESERVED BALANCE	UNRESERVED BALANCE 08 495 000 000 Unreserved Balance TOTAL LINDESERVED BALANCE	TOTAL - OTHER FINANCE USES	OTIES INTERFORD RANSFERS	INTERFUND TRANSFERS 08 492 018 000 Transfer To Capital Improvement 08 492 100 000 Transfer - GI Fund TOTAL INTERFLIED TRANSFERS	O FAC - REPONDS	REFUNDS 08 491 000 000 Refunds	TOTAL - DEBT INTEREST	<u>DEBT INTEREST</u> 08 472 201 000 2005 Pwsa Loan Interst 08 472 202 000 2007 Pennvest Interst	O RE - DEB - FRINCIPAL	DEBT PRINCIPAL 08 471 201 000 2005 PWSA Loan 08 471 202 000 2007 Penvest Principal	O AL GANTART SEWER	TOTAL SANITABY SEWED	୦୪ 429 610 ୦୦୦ Capital Construction 08 429 700 000 Capital Purchases	08 429 454 000 Contracted Services	08 429 453 000 Contracted Services - Alcosan	08 429 450 000 Contracted Services	08 429 372 300 O&M - Contract B Lining - Spot Lining 08 429 372 400 O&M - Special Repairs	Repair	08 429 372 100 O&M - CCTV 08 429 372 200 O&M - Contract A Point Repair/Manhole	08 429 372 000 0&M Plan	08 429 341 000 Advertising	08 429 325 000 Postage	08 429 316 000 Service Charges	08 429 313 000 Engineering Services	08 429 311 000 Auditing Services	SANITARY SEWER 08 429 210 000 Office Supplies	TOTAL - IT/DATA PROCESSING	IT/DATA PROCESSING 08 407 454 000 General Hardware 08 407 455 000 General Software/Licenses	EXPENDITURES
	⇔		₩			₩		€		₩		₩															•	€		₩	<u> </u>
	0.20	0.00	0.00	0.00	0.00	0.00	0.47	0.47	0.96	0.90 1.03	0.31	0.98 0.23	0.37	0.00	0.38	0.32	0.41	0 13	0.00		2.18	0 0	0.00	0 :	0.06	0.22	0.00	0 07	1.64	0.00 1.88	YTD Exp and Encum as % of Budget
	₩		↔			 ↔		₩		, ↔		 &															•	æ		↔	-
	5,852,100.00	2,080,800.00	2,080,800.00	0.00	584,000.00	100,000.00 484,000.00	5,000.00	5,000.00	10,000.00	5,000.00 5,000.00	204,300.00	21,000.00 183,300.00	2,960,000.00	1,000.00	200,000.00	86,000.00	1 920,000.00	40,000.00 30,000.00	250,000.00 65,000.00	10,000.00	35,000.00	5,000.00	5,000.00	3,000.00	20,000.00	192,000.00	5,000.00	1 000 00	8,000.00	1,000.00 7,000.00	Budget
			69			₩		€		↔		₩	<u>,</u>														€	A		₩	YTD E
	1,186,532.84 \$	0.00	0.00	0.00	0.00	0.00 \$	2,326.05	2,326.05	9,633.79	4,483.86 \$ 5,149.93	62,533.43	20,652.06 \$ 41,881.37	1,098,911.57	0.00	75,916.71	27,263.76	780 225 04	0.00	0.00	0.00	76,450.00	0.00	22.50	439.31	1,137.00	41,801.03	0.00		13,128.00	0.00 : 13,128.00	YTD Expenditures and Encumbrances
	481.693.42	0.00	0.00	0.00	0.00	0.00	921.21	921.21	523.49	0.00 523.49	15,153.61	0.00 15,153.61	465,095.11	0.00	2,243.75	9.516.74	407 00E 36	0.00	0.00 0.00	0.00	0.00	0.00	0.00	206.98	972.00	29,847.78	0.00	9	0.00	\$ 0.00 \$	Current Expenditures
	59		ω			••		⇔		↔		₩															4			€	Current Encumbrances
			0.00 \$	0.00	0.00	0.00 \$		0.00 \$	0.00	0.00 \$	0.00	0.00 \$	0.00	0 0 	0.00	0 .0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.0	0.00 \$	nces
1,000,007.10			2,080,800.00 \$	0.00	584,000.00	100,000.00 \$		2,673.95 \$	366.21	516.14 \$ (149.93)	141,766.57	347.94 \$ 141,418.63	1,861,088.43	1,000.00	124,083.29	1,139,774.96	17,350.00	40,000.00	250,000.00 65,000.00	110,000.00	(92,914.41) (41,450.00)	5,000.00	1,981.38 4,977.50	2,560.69	18,863.00	150,198.97	926.81 \$ 5,000.00		(5,128.00)	1,000.00 \$ (6.128.00)	Budget Remaining
0.00			0.00 \$	0.00	0.00	0.00 \$		0.00 \$	0.00	0.00 \$	0.00	0.00 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 \$		0.00	0.00 \$	Prior Year Exp & Encum
0.00				0.00	0.00				0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		;	0.00	0.00	Prior Year Exp & Encum as % of Budget

CAPITAL IMPROVEMENT FUND BUDGET REPORT

March 1 to March 31, 2017

\$76,160.57

Brentwood Borough Treasurer's Report Capital Improvement Fund Expenditures With Prior Year For the Period Ending March 31, 2017

<u>DEBT PRINCIPAL</u> 18 471 202 000 2012/2007 Gob Principal 18 471 203 000 2009 Energy Savings Equip. 18 471 204 000 2013 Lease-Dpw Backhoe	TOTAL - LIBRARY	LIBRARY	PARK 18 454 611 000 Phase Iii ConstructionMisc 18 454 700 000 Park Improvements TOTAL - PARK	TOTAL - CIVIC CENTER	CIVIC CENTER	SWIMMING POOL 18 452 313 000 Engineering Svcs 18 452 611 000 Pool Improvements	IOTAL - CONSTRUCTION	18 439 619 000 Roadway Rehabilitaiton Projects	CONSTRUCTION 18 439 313 000 Engineering Svcs 18 439 610 000 General Const. Sidewalk Cost Sharing Repair Policy	OTAL - STREET SIGNS AND STREET MARKINGS	STREET SIGNS AND STREET MARKINGS 18 433 313 000 Engineering - Engineering 18 433 610 000 Traffic Calming Devices 18 433 700 000 Minor Purchases	COST - CUTTO WORKS DETAK IMEN	PUBLIC WORKS DEPARTMENT 18 430 700 000 Sign Management	TOTAL - PLANNING AND ZONING	PLANNING AND ZONING	POLICE DEPARTMENT 18 410 700 000 Minor Purchases 18 410 742 000 Police Vehicle Purchase TOTAL - POLICE DEPARTMENT	IOIAL - BOROUGH BUILDING	BOROUGH BUILDING 18 409 313 000 Engineer & Architectural Services 18 409 745 000 Borough Building Demolition - 10 MaryLea	TOTAL - IT/DATA PROCESSING	IT/DATA PROCESSING 18 407 455 000 General Software/Licenses	EXPENDITURES
€			₩			₩			↔		₩		₩			₩		69		€9	γ an as %
0.00 0.48 0.95	0.00	0.19	0.14	0.00	0.04	0.34	0.04	0.04	0.00	0.69	0.00 0.00 0.80	0.00	0.00	0.00	0.00	0.07	0.01	0.01 0.00	0.94	0.94	YTD Exp and Encum as % of Budget
↔			↔			↔			↔		 		 			↔		↔	ľ	69	
225,000.00 \$ 24,000.00 10,000.00	0.00	320,000.00	300,000.00 \$	0.00	464,000.00	50,000.00 \$ 414,000.00	460,000.00	400,000.00	10,000.00 \$ 50,000.00	168,000.00	2,000.00 \$ 20,000.00 146,000.00	15,000.00	15,000.00 \$	0.00	70,000.00	·	270,000.00	235,000.00 \$ 35,000.00		34 000 00	Budget
0.00 \$ 11,419.94 9,469.96	0.00	62,253.91		0.00	17,462.90	\$ 17,242.90 \$ 220.00	17,922.50	17,922.50	0.00 \$	116,173.66	0.00 \$ 0.00 116,173.66	0.00	0.00 \$	0.00	38,598.86	\$ 1,426.50 \$ 37,172.36	2,052.50	\$ 2,052.50 \$	31,982.25	31 982 25	YTD Expenditures and Encumbrances
0.00 \$ 11,419.94 0.00	0.00	20,143.75	20,143.75 \$	0.00	10,620.00	10,400.00 \$ 220.00	10,000.00	10,000.00	0.00 \$	1,141.00	0.00 \$ 0.00 1,141.00	0.00	0.00	0.00	0.00	0.00 \$	552.50	552.50 \$ 0.00	220.00		Current Expenditures E
0.00 \$	0.00	20,341.80	0.00 \$ 20,341.80	0.00	0.00	0.00 \$	0.00	0.00	0.00 \$	0.00	0.00 0.00 \$	0.00	0.00	0.00	9,651.36	0.00 \$ 9,651.36	1,500.00	1,500.00 \$	0.00		Current Encumbrances
225,000.00 \$ 12,580.06 530.04	0.00	257,746.09	258,087.89 \$	0.00	446,537.10	32,757.10 \$ 413,780.00	442,077.50	382,077.50	10,000.00 \$ 50,000.00	51,826.34	2,000.00 \$ 20,000.00 29,826.34	15,000.00	15,000.00 \$	0.00	31,401.14	18,573.50 \$ 12,827.64	267,947.50	232,947.50 \$ 35,000.00	2,017.75		Budget Remaining
0.00 0.00 \$	0.00	0.00	0.00 \$	0.00	0.00	0.00 \$ 0.00	0.00	0.00	0.00 \$	0.00	0.00 \$		0.00 \$	0.00	0.00	0.00 \$	0.00	0.00 \$	0.00		Prior Year Exp & Encum
	0.00	0.00		0.00	0.00	0.00 0.00	0.00	0.00		0.00	0.00	0.00		0.00	0.00	0.00	0.00		0.00		Prior Year Exp & Encum as % of Budget

Brentwood Borough Treasurer's Report Capital Improvement Fund Expenditures With Prior Year For the Period Ending March 31, 2017

	TOTAL EXPENDITURES	UNRESERVED BALANCE 18 495 000 000 Unreserved Balance	TOTAL - INTERFUND TRANSFERS	INTERFUND TRANSFERS	TOTAL - DEBT INTEREST	18 472 207 000 2015 Lease Hvac Equip Int	18 472 206 000 DPW Interest	18 472 205 000 2015 GOB Interest	18 472 204 000 2013 Lease-Dpw Backhoe	18 472 203 000 2009 Energy Savings Equip. Int.	<u>DEBT INTEREST</u> 18 472 202 000 2012/2007 Gob Interest	OTAL - DEBT FRINCIPAL	18 471 208 000 2017 Lease - DPW Truck	18 471 207 000 2015 Lease Hyac Equip	18 471 206 000 Z013 G00 Filicipal - Upw	10 171 100 100 100 100 100 100 100 100 1	
	*	₩	ļ							•	:A					as s	
	0.17	0.00	0.00	6	97.0	0.00	0.45	0.50	000	020	0 49	0.08	0.00	0.45	0.00	YTD Exp and Encum as % of Budget	
	 •	₩	İ							•	A						
	2,539,000.00	0.00	0.00	140,000.00	340 000 00	2,000.00	2 000 00	158 000 00	0,00		89 000 00	498,000.00	20,000.00	42,000.00	165,000.00	Budget	
	₩	₩								•	A					YTD E	
	442,182.81 \$	0.00	0.00	115,440.55	445 440 55	0.00	801.67	78 663 13	110 44	1 765 03		40,295.68	0.00	18,885.78	520.00	YTD Expenditures and Encumbrances	
	76,160.57 \$	0.00 \$	0.00	2,657.60	0.000	0.00	001.07	0.00	1,/65.93	1 70F 02 \$		30,825.72	0.00	18,885.78	520.00	Current Expenditures	
	31,493.16	0.00	0.00	0.00		0.00	9.5	2.5				0.00	0.00			Current Encumbrances	
 		8 ∽	81	8	 	3 8	3 8	8 8	8 8	€	} •	8	18 8 	8	8	ŭ	
	\$ 2,096,817.19 \$	0.00 \$	0.00	124,559.45	2,000.00	1,108.33	/ 9,336.8/	(110.44)	/,234.07	34,990.62 \$		457,704.32	12,000.00 20,000.00	23,114.22	164,480.00	Budget Remaining	
	0.00	0.00	0.00	0.00	0.0	0.00	0.0	0.0	0.0	0.0		0.00	0.00 0.00	0.0	0.0	Prior Year Exp & Encum	
	\$	\$	ا ا ة	8		š 8	ö	8	8	\$		8	88		_		
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00 0.00	0.00	0.00	Prior Year Exp & Encum	

HIGHWAY AID FUND BUDGET REPORT

March 1 to March 31, 2017 \$0.00

Brentwood Borough Treasurer's Report Highway Aid Fund Expenditures With Prior Year For the Period Ending March 31, 2017

TOTAL EXPENDITURES	OTAL - STREET LIGHTING	STREET LIGHTING 35 434 361 000 Street Lighting 35 434 700 000 Minor Purchases	SOURCE OF STATE OF MARKINGS	SIREE I SIGNS AND STREET MARKINGS 35 433 361 000 Electric - Traffic Signals 35 433 374 000 Repairs-Traffic Signals TOTAL - STREET SIGNS AND STREET MARKINGS	OTTOTAL CONCORDANT OF REMOVAL	SNOW AND ICE REMOVAL 35 432 245 000 Dpw - Highway Supplies	EXPENDITURES
6		₩		₩		69	ar as %
0.00	0.00	0.00	0.00	0.00	0.00	0.00	YTD Exp and Encum as % of Budget
		↔		↔		₩	
240,340.00	118,000.00	115,000.00 3,000.00	4,500.00	4,000.00 500.00	117,840.00	117,840.00	Budget
\$ 0.00 \$	0.00	\$ 0.00 \$	0.00	\$ 0.00 \$	0.00	0.00 \$	YTD Expenditures and Encumbrances
0.00 \$	0.00	0.00 \$	0.00	0.00 \$	0.00	0.00	Current Expenditures
0.00 \$	0.00	0.00 \$	0.00	0.00	0.00	0.00 \$	Current Encumbrances
240,340.00 \$	118,000.00	115,000.00 \$	4,500.00	4,000.00 \$ 500.00	117,840.00	117,840.00 \$	Budget Remaining
0.00 \$	0.00	0.00 \$	0.00	0.00 \$		0.00 \$	Prior Year Exp & Encum
0.00	0.00	0.00	0.00	0.00		0.000	Prior Year Exp & Encum as % of Budget

EMPLOYEE PENSION FUND BUDGET REPORT

March 1 to March 31, 2017 \$2,456.22

Brentwood Borough Treasurer's Report Employee Pension Fund Expenditures With Prior Year For the Period Ending March 31, 2017

TOTAL EXPENDITURES	TOTAL - INTERFUND TRANSFERS	INTERFUND TRANSFERS	REFUNDS	TOTAL- REFUND OF MEMBER CONTRIBUTIONS	REFLIND OF MEMBER CONTRIBUTIONS	60 487 000 000 Pension Payments Byments	PENSION PAYMENTS	MISCELLANEOUS EXPENDITURE	FISCAL AGENT FEES 60 475 000 000 Administrative Fees 60 475 317 000 Truestee fee TOTAL - FISCAL AGENT FEES	EXPENDITURES
\$ 0.00	0.00	0.00		0.00	0.00	\$ 0.00 \$	0.00	0.00	\$ 0.00	YTD Exp and Encum as % of Budget
0.00 \$	0.00	0.00		0.00	0.00	0.00	0.00	0.00		ې Budget an
199,316.12 \$	0.00	0.00		0.00	6,263.82	6,263.82 \$	0.00	193,052.30	192,700.70 \$ 351.60	YTD Expenditures and Encumbrances
2,456.22 \$	0.00	0.00		0 00	2,087.94	2,087.94 \$	0.00	368.28	297.50 \$	Current Expenditures
0.00 \$	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00 \$	Current Encumbrances
(199,316.12) \$	0.00	0.00	0.00	8	(6,263.82)	(6,263.82) \$	0.00	(193,052.30)	(192,700.70) \$ (351.60)	Budget Remaining
	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	Prior Year Exp & Encum
\$ 0.00	0.00	0.00	0.00		0.00	\$ 0.00	0.00	0.00	\$ 0.00	Prior Year Exp & Encum as % of Budget

POLICE PENSION FUND BUDGET REPORT

March 1 to March 31, 2017 \$22,831.38

Brentwood Borough Treasurer's Report Police Pension Fund Expenditures With Prior Year For the Period Ending March 31, 2017

TOTAL EXPENDITURES	TOTAL - INTERFUND TRANSFERS	INTERFUND TRANSFERS	REFUNDS	I O I AL - PENSION PAYMENTS	PENSION PAYMENTS 65 487 000 000 Pension Payments	TOTAL - MISCELLANEOUS EXPENDITURE	MISCELLANEOUS EXPENDITURE	IOIAL - FISCAL AGENI FEES	FISCAL AGENT FEES 65 475 000 000 Administrative Fees 65 475 317 000 Trustee fees	EXPENDITURES
 					₩				∀	മ ഗ മ
0.00	0.00	0.00		0.00	0.00	0.00		0.00	0.00 0.00	YTD Exp and Encum as % of Budget
₩					€9				↔	
0.00	0.00	0.00		0.00	0.00	0.00		0.00	0.00 0.00	Budget
ω ω				ı	ن ن				69	YTD Ex
390,712.51 \$	0.00	0.00		359.270.65	359,270.65	0.00		31,441.86	27,914.98 \$ 3,526.88	YTD Expenditures and Encumbrances
22,831.38	0.00	0.00		000	0.00	0.00		22,831.38	22,610.50 220.88	Current Expenditures
\$ 0.00 \$	0.00	0.00	0.00	0 00	\$ 0.00 \$	0.00		0.00	\$ 0.00 \$	Current Encumbrances
(390,712.51) \$	0.00	0.00	(333,270.83)	(3E9 370 GE)	(359,270.65) \$	0.00		(31,441.86)	(27,914.98) \$ (3,526.88)	Budget Remaining
0.00	0.00	0.00	0.00	3	0.00	0.00		0.00	0.00	Prior Year Exp & Encum
\$ 0.00	0.00	0.00	0.00		0.00	0.00		0.00	\$ 0.00	Prior Year Exp & Encum as % of Budget



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

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

DATE: April 17, 2017

PRESENTED MS. SUSAN TOTH

BY: FINANCE/HR DIRECTOR

SUMMARY:

This is associated with the Borough's Monthly Expenditures.

Please note that the Borough no longer administers the Non-Uniform or Police Pension Plans. They are administered by the new Third Party Plan Administrator (TPA) Huntington Bank. The Borough is working with Huntington on providing the Borough with Monthly reports.

BUDGET IMPACT:

Various Budget Line Items

- 1. General Fund in the amount of \$275,652.63
- 2. Sanitary Sewer Fund in the amount of \$481,693.42
- 3. Capital Improvement Fund in the amount of \$76,160.57
- 4. Liquid Fuels Fund in the amount of \$0.00.
- 5. Non-Uniform Pension Fund in the amount of \$2,456.22
- 6. Police Pension Fund in the amount of \$22,831.38

RECOMMENDATION:

Ratify payment of the	March 2017	expenditures.
PROS:		

CONS:

N/A

N/A

ATTACHMENTS:

Description Upload Date Type
2017 March Expenditures 4/13/2017 Cover Memo

GENERAL FUND BUDGET REPORT

March 1 to March 31, 2017 \$275,652.63

[10103] Cohen & Grigsby, P.C. [10103] Cohen & Grigsby, P.C. [10103] Cohen & Grigsby, P.C. [10103] Cohen & Grigsby, P.C.	01 404 317 000 Solicitor (Hourly)	Isabella Mary Margaret Isabella Mary Margaret Adhhrith Properties LLC Adhhrith Properties LLC	[10239] Logi - 1ek <u>01 403 900 000 Refund Of Prior Years</u>	01 403 450 000 Contracted Services	[10455] Tucker Arensberg, P.C.	[10220] Jordan Tax Service 01 403 314 000 Special Legal Services	[10220] Jordan Tax Service 01 403 309 000 LST Collection Commission	01 403 305 000 Del R.E. Tax Commission	01 403 210 000 Office Supplies [10218] John K. Weinstein, County Treasurer	Laurie Krayvo [11054] Shannon, Shawna	01 367 300 000 Recreation Program Fees	Kristen Cantu Denean Wilding	01 342 200 000 Recreation Center	Kaylie J. Zakowski Mauricio Fredy Saul Lopez Thomas J Lennex	01 301 100 000 R.E. Taxes-Current	[10140] Duquesne Light Company [10140] Duquesne Light Company [10140] Duquesne Light Company	[10140] Duquesne Light Company [10140] Duquesne Light Company [10139] Duquesne Light	01 130 350 000 Due From Highway Aid Fund [10140] Duquesne Light Company [10140] Duquesne Light Company	<u>Account</u> <u>Vendor</u>	Run: 4/12/2017 at 11:14 AM
3/06/2017 3/06/2017 3/06/2017 3/06/2017 3/06/2017		2/20/2017 2/20/2017 2/20/2017 2/20/2017 2/20/2017	3/01/2017		3/16/2017	3/03/2017	3/03/2017	2/13/2017	2/15/2017	3/16/2017 3/13/2017		3/14/2017 3/15/2017		3/24/2017 3/24/2017 3/24/2017		3/06/2017 3/06/2017 3/07/2017 2/28/2017	3/07/2017 3/08/2017 3/01/2017	2/07/2017 3/07/2017	Invoice Date	Bre
532409 532410 532412 532413		Brent2017-103 Brent2017-103 Brent2017-104 Brent2017-104	217054		Brent2017-137	3-C#12	3-C-#31	17-030	17-038	Brent2017-115 Brent2017-121		Brent2017-114 Brent2017-117		Brent2017-130 Brent2017-131 Brent2017-132		Mar4739130000 Mar478541000 Mar478541000 Mar9090660000	Mar0996810000 Mar2505200000	Feb250520000 Mar0524420000	Invoice	Brentwood Borou A/P Distribution
3/24/2017 3/24/2017 3/24/2017 3/24/2017 3/24/2017	01 403 900 000 R	3/03/2017 3/03/2017 3/03/2017 3/03/2017	3/03/2017 01 403 450 000 C	01 403 314 000 S		3/10/2017 01 403 309 000 L :	3/10/2017 01 403 305 000 D	01 403 210 000 O	3/03/2017		01 342 200 000 R	3/17/2017 3/17/2017	01 301 100 000 R.E.	3/24/2017 3/24/2017 3/24/2017	01 130 350 000 D	3/03/2017 3/17/2017 3/17/2017 3/10/2017	3/17/2017 3/17/2017 3/22/2017	3/17/2017 3/17/2017	A/P Due Date	Borough bution
January General Work January Tax & Finance January Fwd Mgt January Summary Appeals	01 403 900 000 Refund Of Prior Years Total	2015 2015 2016 2016	3/03/2017 403 450 000 Contracted Services Total	403 314 000 Special Legal Services Total		3/10/2017 403 309 000 LST Collection Commission Total	3/10/2017 403 305 000 Del R.E. Tax Commission Total	403 210 000 Office Supplies Total	3/03/2017 2017 DE + v file	Body Blast/Kettlebell Zumba	01 342 200 000 Recreation Center Total	Civic Center Deposit refund	-	Refund Refund Refund	01 130 350 000 Due From Highway Aid Fund Total				<u>Description</u>	
1,911.00 3,278.00 105.00 12.00	998.89	199.33 174.42 294.88 330.26	85.00 85.00	201.88	201.88	192.47 192.47	4,107.57 4,107.57	545.90 545.90	448.00	238.00 210.00	300.00	150.00 150.00	830.66	258.72 373.00 198.94	10,371.32	8,820.84 80.17 228.60 609.32	110.21 292.09	155.81 7 <i>A</i> 28	A/P Owed	Page: 1

[484] Zboyovsky, George	01 405 231 000 Vehicle Fijel		School Solutions	W. B. Mason Company	Mason Company	Mason Company.		[10480] W. B. Mason Company, Inc.		W. D. Mason Company,	[10480] W. B. Mason Company, Inc.	□	Mason Company,	[10480] W. B. Mason Company, Inc.	[10126] Delijixe	[10159] Ford Business Machines, Inc.	[10409] Staples Contract And Commercial Inc.	[10220] NOSE - LOW FIRIUM	[10228] Kost Low Drinting	01 405 210 000 Office Supplies		[10400] Staildald Histilatice Company	[40408] Standard Incomes Comments	01 405 168 000 Employee Retirement Renefits		[10700] Staildaid Histiatice Company	[10408] Standard Incurance Company	01 405 158 000 Life Insurance		ריסייסן בוויוסוסלבי - ובמוויזנביז בטכמו למס Apeliale	[10146] Employer - Teamsters ocal 205 Welfare	[10146] Employer - Teamsters Local 205 Welfare	[10312] PA Municipal Health Insurance Cooperative	[10204] NAVIGO COMPANIES, INC.	[1028/1 NIM/OS Companios Inc.	[10284] NWGS Companies Inc	[10284] NWGS Companies, Inc.	[10284] NWGS Companies, Inc.	[10284] NWGS Companies, Inc.	01 400 100 000 Health - Hospitalization			[10408] Standard Insurance Company	01 405 153 000 Health - Disability		[IUS69] STACUG	[10300] 0110000 [10401] 1110010 - Naview	[10/61] Tribupo Doviou	[10451] Tribune - Review	[10451] Tribune - Review	01 404 341 000 Advertising		[10400] Lucker Arensberg, P.C.	[10400] Lucker Arensberg, P.C.	[10455] Tucker Arensberg, F.C.	[10455] Tijcker Arensherg D.C.	[10455] Tucker Arensherg P C	[10455] Tucker Arensberg P C	[10103] Cohen & Griasby, P.C.	Velido					Kun: 4/12/201/ at 11:14 AM	
3/01/2017		!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!	2/24/2017	3/15/2017	3/09/2017	3/09/2017	3/07/2017	2/24/2017	2/22/2017	2/10/2017	2/16/2017	2/14/2017	3/00/2017	3/09/2017	3/00/2017	2/28/2017	2/17/2017	3/25/201/	0			3/15/2017	0			3/15/201/	2/15/00/17			7102/62/2	2/26/2017	3/24/2017	3/01/2017	3/02/2017	2/02/2017	2/02/2017	1/10/2017	12/02/2016	10/04/2016			01	3/15/2017			3/07/2017	3/16/2017	3/02/2017	3/03/3017	2/23/2017			3/09/2017	3/09/2017	3/09/2017	3/09/2017	3/00/2017	2/15/2017	3/22/2017	invoice Date	-			Die	05	
Brent2017-100		200000000000000000000000000000000000000	¥00004075	14256271	142442710	142437642	142365145	142060899	142002413	141004/00	141054750	141770919	CR4016254	00007107	66367437	211927	1762856431	1/03-15				Brent2017-125				Brent2017-125	10011			BrentZU17-97	D:0::E017 120	Brent2017-126	Brent2017-111	//09	7002	7503	7293	7097	6697			0101102017-120	Brent2017-125			Brent2017-110	1851840	1047701	1847701	1845246			537007	537005	53/004	537003	E37003	535730	533530	Invoice			A/P Distribution	brentwood bor		
3/03/2017	01 405 210 000 O	3/10/2017	3/10/2017	3/24/2017	3/24/2017	3/2//2017	3/17/2017	3/03/2017	3/10/2017	3/03/201/	2/02/0017	3/10/2017	3/1//201/	3/3//2017	0,00,00	3/03/2017	3/31/2017	3/31/2017		0. 100 000	01 405 168 000 E	3/24/2017			01 405 158 000 Li	3/24/2017	5	01 400 100 000 11	01 405 156 000 H	3/03/2017	00000	3/24/2017	3/10/2017	3/10/2017	3/10/201/	3/10/2017	3/10/2017	3/03/2017	3/03/2017		01 405 153 000 H	0714710	3/2//2017		01 404 341 000 Advertising Total	3/10/2017	3/24/2017	3/10/2017	3/40/2017	3/03/2017		01 404 317 000 S	3/17/2017	3/17/2017	3/1//2017	3/1/2017	3/47/2017	3/31/2017	3/31/3017	A/P Due Date	• • •		3	Borougn		
Google forms	01 405 210 000 Office Supplies Total	1090-01011118	1005 D forms	adding macrime tape	odding monthing tong	Doct it	Adding machine tane stanles			tile folders, tab folders	Gla Galdana A. F. Galda	envelones	adding machine tapes & staples	window envelopes	Culphing lee of supplies	Chinning for on supplies	boxs, tablets FC & late fees	Business cards		in proyect ivent entert belief to large	01 405 168 000 Employee Refirement Repetits Total				01 405 158 000 Life Insurance Total			or too too too fleating flospitalization foral	polth - Hospitalization Total												01 405 153 000 Health - Disability Total			arcing rotal	dvertising Total	1/2 pg ad in program	PW Summer Help Ad	Red for bids	Pool or park ad	Pool 8 park ad	onono (noan) roan	01 404 317 000 Solicitor (Hourly) Total	February Borough Bldg.	February Litigation	February retainer: short paid per	February General Work	Retainer	rebruary General		<u>Description</u>						
135.36	1,213.29	43./5	191.94	14.48	20.99	25.00	44.40	74 98	310.14	53.96	70.00	73 06	-14.48	255.35	8.00	0 !	112 74	48.00		3.40	3 40	3.40		01.00	51 00	51.00		3,244.55	3 3 3 4 5 7 7	195.00	195.00	1, 00	2 792 80	14.25	14.25	9.30	0.60	9.50	14 25		161.66	161.66		997.02	067 03	55.00	481.52	220.50	200.00		10,580.25	10 580 25	1,056.00	3,220.25	6.00	776.00	100.00	116.00		A/P Owed					Page: 2	

Run: 4/12/2017 at 11:14 AM	Brei	Brentwood Borough	ugh		Page: 3
		A/P Distribution	7		
<u>Account</u> <u>Vendor</u>	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
Susan Toth	3/24/2017	Brent2017-127	3/24/2017	PELRAS Expenses	149.80
01 405 321 000 Telephone Charges			01 405 231 000 Vehi	231 000 Vehicle Fuel Total	285.16
[10106] Comcast [10106] Comcast [10106] Comcast	2/15/2017 3/15/2017 3/09/2017	50592067 51438959 Mar89932087934319	3/03/2017 3/24/2017 3/17/2017		453.60 226.80 115.53
01 405 324 000 Wireless Telephone			01 405 321 000 Tele _l	321 000 Telephone Charges Total	795.93
[10477] Verizon Wireless	3/08/2017	9781695953	3/24/2017 01 405 324 000 W ire	724/2017 324 000 Wireless Telephone Total	46.83 46.83
[10447] Travelers 01 405 384 000 Rental - Machinery & Equipment	3/13/2017	6911k0195	3/24/2017 01 405 353 000 Fide l	/24/2017 Manager's Bond 353 000 Fidelity Bonds- In Total	834.00 834.00
[10159] Ford Business Machines, Inc. [10159] Ford Business Machines, Inc. [10233] Leaf	2/23/2017 3/28/2017 2/28/2017	211497 215336 7194435	3/03/2017 3/31/2017 3/03/2017		380.00 380.00 571.20
01 405 460 000 Meetings & Confer.			01 405 384 000 Rent	384 000 Rental - Machinery & Equipment Total	1,331.20
[484] Zboyovsky, George Susan Toth [10075] Brentwood Baldwin Whitehall Chamber [10433] The Penn Stater Conference Center Hotel [10480] W. B. Mason Company, Inc.	3/01/2017 3/24/2017 3/28/2017 3/28/2017 3/01/2017 3/17/2017	Brent2017-100 Brent2017-127 Brent2017-136 Brent2017-80 Brent2017-80 I42624693	3/03/2017 3/24/2017 3/31/2017 3/31/2017 3/10/2017 3/31/2017	Google forms PELRAS Expenses April luncheon PELRAS conf. room charges water	403.02 64.48 20.00 768.18 22.74
<u>01 406 342 000 Community Newsletter</u>			01 405 460 000 Meet	460 000 Meetings & Confer. Total	1,278.42
[10196] In Community Magazines, Inc. 01 407 452 000 Contracted IT	3/23/2017	36189	3/31/2017 01 406 342 000 C om	31/2017 Spring 2017 Issue g 342 000 Community Newsletter Total	5,625.00 5,625.00
[10414] Swiftreach 01 407 453 000 Web Design/Maintenance	2/28/2017	202289	3/10/2017 01 407 452 000 Cont	10/2017 452 000 Contracted IT Total	3,695.00 3,695.00
Data Blueprints, LLC	3/02/2017	4295	3/03/2017		184.65
01 407 455 000 General Software/Licenses			01 407 453 000 Web	o i 407 455 000 vved besign/maintenance i otal	184.65
[484] Zboyovsky, George 01 408 313 000 Engineering Services	3/01/2017	Brent2017-100	3/03/2017 01 407 455 000 Gen e	/03/2017 Google forms 455 000 General Software/Licenses Total	29.99 29.99
[10430] The Gateway Engineers, Inc. [10430] The Gateway Engineers, Inc.	2/10/2017 3/10/2017	239017 239943	3/10/2017 3/24/2017	General	588.50 786.00
01 409 240 000 Operating Supplies			01 408 313 000 Engi	313 000 Engineering Services Total	1,374.50
[10437] Three Brothers Plumbing [10250] Mcmanus Merchants [10129] Department of Labor & Industry [10222] Keener Hardware	2/15/2017 3/08/2017 3/06/2017 3/01/2017	32871 84150 Brent2017-107 Brent2017-112	3/10/2017 3/10/2017 3/10/2017 3/10/2017 3/10/2017	B & G flange kit towels & liners Elevator Cert.	10.50 88.47 109.00 76.01
			01 409 240 000 Oper	240 000 Operating Supplies Total	283.98

[10480] W. B. Mason Company, Inc.	01 410 210 000 Office Supplies	[10284] NWGS Companies, Inc. [10384] NWGS Companies, Inc. [10384] NWGS Companies, Inc. [10408] NWGS Com	01 410 168 000 Retiree Benefits	[10408] Standard Insurance Company	01 410 158 000 Life Insurance	[10284] NWGS Companies, Inc. [10312] PA Municipal Health Insurance Cooperative [10146] Employer - Teamsters Local 205 Welfare [10146] Employer - Teamsters Local 205 Welfare	01 410 156 000 Health - Hospitalization	[10408] Standard Insurance Company	Uni-First Corporation Uni-First Corporation [10326] Penn Power Systems 01 410 153 000 Health - Disability	01 409 450 000 Contracted Services	<u>01 409 366 000 Water</u> [10336] Pennsylvania American Water	[10394] Snyder Brother's Inc. [10394] Snyder Brother's Inc. [10344] Peoples	01 400 362 000 Gas	[10113] Constellation Newenergy, Inc. [10140] Director in the Company	01 409 325 000 Internet Service [10106] Comcast	Account <u>Vendor</u>		Run: 4/12/2017 at 11:14 AM
3/02/2017		10/04/2016 12/02/2016 1/10/2017 2/02/2017 3/02/2017 3/01/2017 3/15/2017 3/15/2017 3/24/2017 2/25/2017		3/15/2017		1/0/2/2016 1/10/2017 2/02/2017 2/02/2017 3/02/2017 3/01/2017 3/24/2017 2/25/2017	10/04/2016	3/15/2017	3/01/2017 3/15/2017 2/13/2017		3/08/2017	2/23/2017 3/13/2017 3/09/2017	3/06/2017	2/28/2017	3/09/2017	Invoice Date		Bre
142223987		6697 7097 7293 7502 7709 Brent2017-111 Brent2017-125 Brent2017-126 Brent2017-97		Brent2017-125		7097 7293 7502 7709 8rent2017-111 Brent2017-126 Brent2017-97	6607	Brent2017-125	074 5226838 074 5232865 3715026		Mar1024210035665156	1011980 1014885 Mar200006711291	Maroubalouuu	feb0038140682	Mar89932087934319	Invoice	A/P Distribution	Brentwood Bor
3/10/2017 Coffee filters	01 410 168 000 Retiree Benefits Total	3/03/2017 3/03/2017 3/10/2017 3/10/2017 3/10/2017 3/10/2017 3/24/2017 3/24/2017 3/03/2017	01 410 158 000 Life Insurance Total	3/24/2017	01 410 156 000 Health - Hospitalization Total	3/03/2017 3/10/2017 3/10/2017 3/10/2017 3/10/2017 3/24/2017 3/03/2017	01 410 153 000 Health - Disability Total	3/24/2017	3/10/2017 3/24/2017 3/10/2017 Planned service Kohler 01 409 450 000 Contracted Services Total	1 4	35156 3 <i>/17/2</i> 017	3/03/2017 3/24/2017 1 3/17/2017 01 409 362 000 Gas Total	3/17/2017 01 409 361 000 Electricity Total	3/03/2017	319 3/17/2017 01 409 325 000 Internet Service Total	A/P Due Date Description	on	Borough
16.99	3,875.61	9.50 9.50 9.50 14.25 14.25 3,403.11 25.50 195.00	353.60	353.60	15,539.19	66.50 66.50 66.50 61.75 61.75 13,526.19 845.00 845.00	1,021.36	1,021.36	50.79 50.79 435.00 536.58	161.23	161 22	647.58 390.26 259.69 1.297.53	67.88 1,099.11	1,031.23	159.90 159.90	A/P Owed		Page: 4

[10075] Brentwood Baldwin Whitehall Chamber	[10090] Sable Kennels [10090] Sable Kennels [10090] Sable Kennels 01 410 460 000 Meetings & Conf.	[10041] American Legal Services 01 410 450 000 Contracted Services	01 410 420 000 Dues Scrip & Membr.	[1953] Mikelonis, Gerald M [085] Fisher, Michael M [064] Delallo, Matthew E [085] Fisher, Michael M [364] Meisel, William M [062] Davidson, Scott T [062] Davidson, Scott T [364] Meisel, William M	01 410 400 000 Court Costs	01 410 384 000 Rental - Machinery & Equipment	<u>01 410 327 000 Radio Equipment/Maintenance</u> [10230] Lauttamus Communications, Inc.	[10405] Sprint	[10106] Comcast [10106] Comcast 01 410 324 000 Wireless Telephone	[10455] Tucker Arensberg, P.C. 01 410 321 000 Telephone	Paragon Office Products Intoximeters, Inc. 01 410 314 000 Special Legal Services	[10486] WEX Bank [10351] Mulholland, Milton <u>01 410 240 000 Operating Supplies</u>	[10480] W. B. Mason Company, Inc. 01 410 231 000 Vehicle Fuel	<u>Account</u> <u>Vendor</u>		Run: 4/12/2017 at 11:14 AM
3/28/2017	2/28/2017 2/28/2017 1/31/2017	2/22/2017		2/28/2017 3/15/2017 3/15/2017 3/15/2017 3/20/2017 3/20/2017 3/20/2017 3/28/2017 3/28/2017	2/20/201/		3/01/2017	3/12/2017	2/15/2017 3/15/2017	3/09/2017	12/05/2016 3/15/2017	2/28/2017 2/28/2017	3/16/2017	Invoice Date		Bre
Brent2017-136	Dec-2016 Feb-2017 Jan-2017	Brent2017-98		Brent2017-102 Brent2017-111 Brent2017-112 Brent2017-113 Brent2017-122 Brent2017-122 Brent2017-124 Brent2017-137 Brent2017-138	Feb/61215		17-01322	631922397-099	50592067 51438959	537006	2293-001 558875	48848259 Brent2017-102	142597373	Invoice	A/P Distribution	Brentwood Bor
3/31/2017	3/31/2017 3/31/2017 3/31/2017 3/31/2017 01 410 450 000 C .	3/03/2017 01 410 420 000 D i	01 410 400 000 C	3/03/2017 3/17/2017 3/17/2017 3/17/2017 3/17/2017 3/24/2017 3/24/2017 3/24/2017 3/31/2017 3/31/2017	3/1//201/ 01 410 384 000 Ro	01 410 327 000 Ra	3/10/2017	3/31/2017 01 410 324 000 W	3/03/2017 3/24/2017 01 410 321 000 T e	3/17/2017 01 410 314 000 S i	3/31/2017 3/31/2017 01 410 240 000 O	3/17/2017 3/03/2017 01 410 231 000 V	3/24/2017 01 410 210 000 O	A/P Due Date	on	Borough
April luncheon	31/2017 /31/2017 /31/2017 450 000 Contracted Services Total	03/2017 420 000 Dues Scrip & Membr. Total	400 000 Court Costs Total	parking & mileage parking fees parking parking	384 000 Rental - Machinery & Equipment Total	327 000 Radio Equipment/Maintenance Total	•	31/2017 324 000 Wireless Telephone Total	03/2017 /24/2017 /321 000 Telephone Total	17/2017 February Police Labor 314 000 Special Legal Services Total	 (31/2017 black nitrile gloves (31/2017 (2) replacement portable breath testers 240 000 Operating Supplies Total 	'17/2017 '03/2017 231 000 Vehicle Fuel Total	24/2017 Coffee 210 000 Office Supplies Total	<u>e</u> <u>Description</u>		
20.00	125.00 125.00 125.00 375.00	282.36 282.36	349.25	69.00 58.47 17.49 76.80 17.49 52.00 16.00 16.00 26.00	312.00 312.00	450.00	450.00	86.85 86.85	362.88 181.44 544.32	1,225.00 1,225.00	50.09 1,033.50 1,083.59	1,777.68 15.68 1,793.36	59.96 76.95	A/P Owed		Page: 5

	Office Depot [10480] W. B. Mason Company, Inc.	01 414 210 000 Office Supplies	[10340] Pennsylvania Municipal League [392] Costa, Ralph J	01 414 193 000 Training/Education	[10408] Standard Insurance Company	01 414 158 000 Life Insurance	[10146] Employer - Teamsters Local 205 Welfare [10146] Employer - Teamsters Local 205 Welfare	[10284] NWGS Companies, Inc.	[10284] NWGS Companies, Inc. [10284] NWGS Companies, Inc.	[10284] NWGS Companies, Inc. [10284] NWGS Companies, Inc. [10284] NWGS Companies, Inc.	01 414 156 000 Health - Hospitalization	[10408] Standard Insurance Company	[10084] Brentwood EMS 01 414 153 000 Health - Disability	01 412 540 000 Contributions To EMS	[10106] Comcast	01 412 325 000 Internet	01 412 231 000 Vehicle Fuel [10486] WEX Bank	Brentwood VFW Post 1810 Brentwood VFW Post 1810	01 411 540 000 Contributions To VFD	[10336] Pennsylvania American Water	01 411 363 000 Hydrant Service	[10486] WEX Bank	01 411 231 000 Vehicle Fuel	[10433] The Penn Stater Conference Center Hotel	<u>Account</u> <u>Vendor</u>		Run: 4/12/2017 at 11:14 AM
	2/08/2017 3/06/2017		3/08/2017 2/27/2017		3/15/2017		3/24/2017 2/25/2017	3/02/2017	2/02/2017 2/02/2017	10/04/2016 12/02/2016 1/10/2017		3/15/2017	3/17/2017		3/09/2017		2/28/2017	3/17/2017 3/17/2017		3/01/2017		2/28/2017	3/01/2017	3000	Invoice Date		Bre
	899161640001 142585687		Brent2017-96		Brent2017-125		Brent2017-126 Brent2017-97	7709 Brost 2017 111	7502 7502	6697 7097 7293		Brent2017-125	Brent2017-119		Mar899320879245	707070	A88/8250	Brent2017-118 Brent2017-118		Mar1024210037062784		48848259	pleur70.17-80		<u>Invoice</u>	A/P Distribution	Brentwood Bor
01 414 210 000 Offic	3/24/2017 3/31/2017	01 414 193 000 Traii	3/17/2017 3/03/2017	01 414 158 000 Life	3/24/2017	01 414 156 000 Heal	3/24/2017 3/23/2017 3/03/2017	3/10/2017	3/10/2017 3/10/2017	3/03/2017 3/03/2017 3/10/2017	01 414 153 000 Heal	3/24/2017	3/17/2017 01 412 540 000 Con	01 412 325 000 Internet Total	3/17/2017	01 412 231 000 Vehicle Fuel Total	01 411 540 000 Con	3/17/2017 3/17/2017	01 411 363 000 Hydi	2784 3/03/2017	01 411 231 000 Vehicle Fuel Total	3/17/2017	3/10/2017 PELRAS conf. roo 01 410 460 000 Meetings & Conf. Total		A/P Due Date	on	Borough
4 210 000 Office Supplies Total	correction ribbon name plates	4 193 000 Training/Education Total	BCO Course 123 Book	4 158 000 Life Insurance Total		01 414 156 000 Health - Hospitalization Total					4 153 000 Health - Disability Total		3/17/2017 2nd Contribution 01 412 540 000 Contributions To EMS Total	rnet Total		icle Fuel Total	2/47/2047	2nd contribution 2nd contribution	1 363 000 Hydrant Service Total		icle Fuel Total		PELRAS conf. room charges tings & Conf. Total		Description		
63.09	23.29 39.80	199.90	125.00 74.90	34.00	34.00	1,975.43	1,658.43 130.00 130.00	9.50	9.50 9.50	9.50 9.50	95.41	95.41	20,149.25 20,149.25	6.34	6.34	841.92 841.92	0.00	-49,250.00 49,250.00	2,711.97	2.711.97	117.91	117.91	384.09 404.09	OWC C	A/P Owed		Page: 6

[737] Smoot, Ruth E	01 419 191 000 Uniform Allowance	01 415 158 000 Life Insurance [10408] Standard Insurance Company	[10284] NWGS Companies, Inc. [10312] PA Municipal Health Insurance Cooperative [10146] Employer - Teamsters Local 205 Welfare [10146] Employer - Teamsters Local 205 Welfare	ारमञ्जू अवास्त्राचार साउधावास्ट Company	01 415 153 000 Health - Disability	[10480] W. B. Mason Company, Inc.	[564] Peccon, Eric P [392] Costa, Ralph J [10433] The Penn Stater Conference Center Hotel	[10477] Verizon Wireless 01 414 460 000 Meetings & Confer.	01 414 324 000 Wireless Telephone	[10106] Comcast [10106] Comcast	[10096] CEA Code Enforcement Associates LLC [10353] Pittsburgh Reporting Service 01 414 321 000 Telephone	[10135] District Magistrate 05-2-18 <u>01 414 317 000 Other Services</u>	01 414 314 000 Special Legal Service [10135] District Magistrate 05-2-18	[10228] Kost - Low Printing [10228] Kost - Low Printing	01 414 231 000 Vehicle Fuel [10486] WEX Bank 01 414 240 000 Operating Supplies	<u>Account</u> <u>Vendor</u>	Nuit. #Fizizo Frat FT. 14 AM	Rim: 4/19/2017 at 11-14 AM
3/16/2017	9	3/15/2017	10/04/2016 12/02/2016 1/10/2017 3/02/2017 3/01/2017 3/24/2017 2/25/2017	3/15/2017		3/06/2017	3/29/2017 3/30/2017 3/01/2017	3/08/2017		2/15/2017 3/15/2017	3/13/2017 3/07/2017	3/25/2017	3/24/2017	3/25/2017 3/14/2017	2/28/2017	Invoice Date	Bre	
Brent2017-116		Brent2017-125	6697 7097 7293 7709 Brent2017-111 Brent2017-126 Brent2017-97	Brent2017-125		C2375996	Brent2017-139 Brent2017-140 Brent2017-80	9781695953		50592067 51438959	69818	Brent2017-133	Brent2017-129	1703-15 1703-8	48848259	Invoice	Brentwood Boro	
3/17/2017 01 419 191 000 U ı	01 415 158 000 Li	01 415 156 000 He	3/03/2017 3/03/2017 3/10/2017 3/10/2017 3/10/2017 3/24/2017 3/03/2017	3/24/2017 01 415 153 000 He	01 414 700 000 Mi	3/17/2017	3/31/2017 3/31/2017 3/10/2017 01 414 460 000 M	3/24/2017 01 414 324 000 W	01 414 321 000 Telephone Total	3/03/2017 3/24/2017	3/17/2017 3/10/2017 01 414 317 000 O t	3/25/2017 01 414 314 000 Sp		3/31/2017 3/17/2017 01 414 240 000 O n	3/17/2017 01 414 231 000 V e	A/P Due Date	Borough bution	
3/17/2017 Return of uniform allowance after 01 419 191 000 Uniform Allowance Total	01 415 158 000 Life Insurance Total	01 415 156 000 Health - Hospitalization Total		3/24/2017 01 415 153 000 Health - Disability Total	700 000 Minor Purchase Total	ZHB Name plates	3/31/2017 PELRAS reimbursement mileage & tolls 3/31/2017 parking 3/10/2017 PELRAS conf. room charges 01 414 460 000 Meetings & Confer. Total	. 324 000 Wireless Telephone Total	≱lephone Total		3/17/2017 Mechanic/electrical plan review- GetGo 3/10/2017 01 414 317 000 Other Services Total	725/2017 Jeffrey Fox 314 000 Special Legal Service Total	leffrey Fox	31/2017 Business cards 17/2017 Business Cards 240 000 Operating Supplies Total	17/2017 231 000 Vehicle Fuel Total	Description		
125.00 125.00	34.00	1,956.43	9.50 9.50 9.50 9.50 1,658.43 130.00	98.12 98.12	39.80	39 80	169.53 12.00 384.09 565.62	46.83 46.83	67.89	45.26 22.63	375.00 355.50 730.50	94.00	04.00	36.00 36.00	90.83 90.83	A/P Owed	Page: 7	

[10224] Kiefer Coal & Supply Company	01 430 245 000 DPW - Highway Supplies	[10040] Alloy-Oxygen & Welding Supply Company [10250] Mcmanus Merchants [10222] Keener Hardware	[10289] Option Supply Company, Inc. [10341] Pennsylvania One Call System, Inc. Norlab, Inc.	01 430 240 000 Operating Supplies	[10486] WEX Bank	01 430 231 000 Vehicle Eijel	Uni-First Corporation Uni-First Corporation Uni-First Corporation	01 430 191 000 Uniform Allowance	[10408] Standard Insurance Company [10408] Standard Insurance Company	01 430 158 000 Life Insurance	[10204] NAVES Companies, Inc. [10312] PA Municipal Health Insurance Cooperative [10146] Employer - Teamsters Local 205 Welfare [10146] Employer - Teamsters Local 205 Welfare	[10284] NWGS Companies, Inc.	01 430 156 000 Health - Hospitalization [10284] NWGS Companies, Inc.	[10408] Standard Insurance Company	01 430 153 000 Health - Disability	01 426 452 000 Contracted SvcSoftware Systems [10397] Software Systems	[10372] Republic Services #674 [10372] Republic Services #674 [10397] Software Systems	01 426 451 000 Contracted SvcRefuse	[10372] Republic Services #674 [10372] Republic Services #674 [10372] Republic Services #674 [10372] Republic Services #674	<u>Account</u> <u>Vendor</u>		Run: 4/12/2017 at 11:14 AM
2/22/2017		2/28/2017 2/28/2017 3/08/2017 3/01/2017	2/02/2017 2/28/2017 2/16/2017		2/28/2017		3/01/2017 3/08/2017 3/15/2017		3/15/2017 3/15/2017		3/02/2017 3/01/2017 3/24/2017 2/25/2017	1/10/2017 1/10/2017 2/02/2017	10/04/2016	3/15/2017	!!	2/24/2017	2/28/2017 3/20/2017 3/22/2017		2/20/2017 2/28/2017 2/28/2017	Invoice Date		Bre
51593		814514 84153 Brent2017-112	227739 716881 77715		48848259		074 5226750 074 5229766 074 5232780		Brent2017-125 Brent2017-125		7709 Brent2017-111 Brent2017-126 Brent2017-97	7097 7293 7502	6697	Brent2017-125		12836	0674-001664084 0674-001691645 12851		0674-001662412 0674-001664084 0674-001664084	Invoice	A/P Distribution	Brentwood Bor
3/10/2017 cc 01 430 245 000 DPW - F	01 430 240 000 Operati	3/10/2017 3/10/2017 3/10/2017 3/10/2017 iir	10/2017 10/2017 110/2017	01 430 231 000 Vehicle Fuel Total	3/17/2017	01 430 191 000 Uniform	3/10/2017 3/10/2017 07 3/24/2017	01 430 158 000 Life Insurance Total	3/24/2017 3/24/2017	01 430 156 000 Health -	3/10/2017 3/10/2017 3/24/2017 3/23/2017	3/03/2017 3/10/2017 3/10/2017		3/24/2017 01 430 153 000 Health - Disability Total	01 426 452 000 Contrac	3/03/2017	3/17/2017 3/31/2017 3/24/2017 01 426 461 000 Control	01 426 450 000 Contrac	3/03/2017 3/02/2017 3/02/2017	A/P Due Date D	'n	Borough
10/2017 cold patch 245 000 DPW - Highway Supplies Total	240 000 Operating Supplies Total	tracing dye liners	nuts, bolts, washers	Fuel Total		191 000 Uniform Allowance Total	074 5229766	urance Total		156 000 Health - Hospitalization Total				- Disability Total	452 000 Contracted SvcSoftware Systems Total	43 I 000 COILLACIEU 3VCKEIUSE I OTAI 03/2017		450 000 Contracted ServicesLeaf bins Total		Description		
702.00 702.00	826.10	444.00 45.26 85.94 212.12	13.36 25.42	864.27	864 27	520.83	173.61 173.61 173.61	197.20	187.00 10.20	9,151.84	42.75 7,768.09 585.00 585.00	42.75 42.75 42.75	42.75	556.57	150.00	48,778.03	47,782.15 845.88 150.00	773.48	773.48 47,782.15 -47,782.15	A/P Owed	16	Page: 8

[10139] Duquesne Light	[10385] SAM's Club Direct 01 452 361 000 Electricity	[10228] Kost - Low Printing 01 451 700 000 Minor Purchases	Paragon Office Products 01 451 240 000 Operating Supplies	[10443] Traffic Control & Engineering 01 451 210 000 Office Supplies	[10433] The Penn Stater Conference Center Hotel 01 433 450 000 Contracted Services	[10326] Penn Power Systems 01 430 460 000 Meetings & Confer.	[10336] Pennsylvania American Water 01 430 450 000 Storm Sewers	[10344] Peoples 01 430 366 000 Water	[10113] Constellation Newenergy, Inc. [10140] Duquesne Light Company 01 430 362 000 Gas	[10230] Lauttamus Communications, Inc. 01 430 361 000 Electricity	01 430 327 000 Radio Equipment/Maintenance	[1047] Verizon Wireless 01 430 325 000 Internet Services	[10474] Verizon 01 430 324 000 Wireless Telephone	[10016] Advance Auto Parts 01 430 321 000 Telephone	Account Vendor 01 430 251 000 R&M Supplies Vehicle Both	Run: 4/12/2017 at 11:14 AM
3/06/2017 Mar007196000	3/12/2017 003691	3/14/2017 1703-8	12/12/2016 0002317-001	2/22/2017 S9676	3/01/2017 Brent2017-80	2/13/2017 3715027	3/15/2017 Apr1024220002179843 0	3/09/2017 Mar200006711705	2/28/2017 feb0038140682 3/06/2017 Mar0428260000	3/13/2017 17-01943	3/04/2017 Mar4128820700	3/08/2017 9781695953	3/04/2017 Mar4128820700	2/28/2017 Feb1222036705	Invoice Date Invoice	Brentwood Borough A/P Distribution
3/17/2017 01 452 361 000 Electricity Total	3/31/2017 deck box 01 451 700 000 Minor Purchases Total	3/17/2017 Business Cards 01 451 240 000 Operating Supplies Total	3/24/2017 duster, screen cleaner 01 451 210 000 Office Supplies Total	3/10/2017 system in automode 01 433 450 000 Contracted Services Total	3/10/2017 PELRAS conf. room charges 01 430 460 000 Meetings & Confer. Total	3/10/2017 Planned service 01 430 450 000 Storm Sewers Total	843 3/24/2017 01 430 366 000 Water Total	3/17/2017 01 430 362 000 Gas Total	3/03/2017 3/17/2017 01 430 361 000 Electricity Total	3/24/2017 Antenna 01 430 327 000 Radio Equipment/Maintenance Total	3/17/2017 01 430 325 000 Internet Services Total	3/24/2017 01 430 324 000 Wireless Telephone Total	3/17/2017 01 430 321 000 Telephone Total	3/24/2017 air filters, wiper blades, tire gauge 01 430 251 000 R&M Supplies - Vehicle Parts Total	A/P Due Date Description	ough n
208.27 208.27	99.96 99.9 6	36.00 36.00	31.47 31.47	234.00 234.00	384.09 384.09	450.00 450.00	515.40 515.40	519.55 519.55	205.25 125.96 331.21	148.95 148.95	104.99 104.99	558.96 558.96	175.55 175.55	174.72 174.72	A/P Owed	Page: 9

Run: 4/12/2017 at 11:14 AM

[10113] Constellation Newenergy, Inc.	[10250] Mcmanus Merchants 01 456 361 000 Electricity	[10172] Gil - Con Tool Company [10046] Angelo Equipment 01 456 240 000 Operating Supplies	01 454 374 000 R&M-Machinery & Equipment	01 454 366 000 Water	[10113] Constellation Newenergy, Inc. [10113] Constellation Newenergy, Inc. [10139] Duquesne Light [10140] Duquesne Light Company [10140] Duquesne Light Company	01 454 361 000 Electricity	[10156] Fieldmaster Infield Groomer	01 454 251 000 R & M Supplies - Vehicle	[10391] Sherwin - Williams [10092] Carik Custom Signs [10222] Keener Hardware	01 454 240 000 Operating Supplies	[10394] Snyder Brother's Inc. [10394] Snyder Brother's Inc. [10344] Peoples	01 453 362 000 Gas	[10113] Constellation Newenergy, Inc. [10140] Duquesne Light Company	01 453 361 000 Electricity	Steel City Glass & Mirror, Inc. [10250] Mcmanus Merchants [10240] Lowe's	01 453 240 000 Operating Supplies	[10385] SAM's Club Direct	01 452 700 000 Minor Purchases	<u>01 452 366 000 Water</u> [10336] Pennsylvania American Water	Account <u>Vendor</u>		Run: 4/12/2017 at 11:14 AM
2/28/2017	3/08/2017	2/16/2017 2/07/2017	3/15/2017		2/28/2017 2/28/2017 3/06/2017 3/06/2017 3/06/2017 3/07/2017		3/08/2017		3/10/2017 3/23/2017 3/01/2017		2/23/2017 3/13/2017 3/09/2017		2/28/2017 3/06/2017		3/10/2017 3/08/2017 2/02/2017		3/12/2017		3/16/2017	Invoice Date		Brei
feb0038140682	84151	56333 96772	Mar1024220009591426 0		feb0038140682 feb0038140682 Mar0852450000 Mar7008065151 Mar8733760000		6495		0080-5 179897 Brent2017-112		1011980 1014885 Mar200006711499		feb0038140682 Mar7258240000		35197 84152 98007112026		003691		Apr1024210035894169	Invoice	A/P Distribution	Brentwood Borough
3/03/2017 01 456 361 000 Electricity Total	3/10/2017 towels, TP, air freshener 01 456 240 000 Operating Supplies Total	3/10/2017 3/10/2017 filters 01 454 374 000 R&M-Machinery & Equipment Total	126 3/24/2017 01 454 366 000 Water Total	01 454 361 000 Electricity Total	3/03/2017 3/03/2017 3/17/2017 3/17/2017 3/17/2017	01 454 251 000 R & M Supplies - Vehicle Total	3/24/2017 Tines	01 454 240 000 Operating Supplies Total	3/24/2017 3/31/2017 3/10/2017	01 453 362 000 Gas Total	3/03/2017 3/24/2017 3/17/2017	01 453 361 000 Electricity Total	3/03/2017 3/17/2017	01 453 240 000 Operating Supplies Total	3/17/2017 3/10/2017 disinfectant, Wet floor sign 3/17/2017	01 452 700 000 Minor Purchases Total	3/31/2017 deck box	01 452 366 000 Water Total	69 3/24/2017	A/P Due Date Description		ugh
807.22 807.22	106.00 106.00	40.96 453.66 494.62	1,703.71 1,703.71	260.78	17.26 31.02 145.34 17.59 49.57	201.76	201.76	689.19	457.54 144.00 87.65	1,301.29	695.89 384.18 221.22	288.14	175.57 112.57	873.55	474.00 78.70 320.85	99.96	99.96	107.58	107.58	A/P Owed		Page: 10

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A/P Distribution

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	[10044] Amerihealth Casualty Services [10044] Amerihealth Casualty Services	[10336] Pennsylvania American Water 01 486 354 000 Workers Compensation	[10002] Boland, Fay K <u>01 465 366 000 12 Marylea Ave - Water</u>	[10240] Lowe's <u>01 465 314 000 Special Legal Services</u>	01 459 700 000 Minor Purchases	01 459 361 000 Electricity [10140] Duquesne Light Company	[10474] Verizon [10474] Verizon	[10080] Brentwood Borough Library 01 459 325 000 Internet Services	[10394] Snyder Brother's Inc. [10394] Snyder Brother's Inc. [10344] Peoples 01 456 540 000 Contributions	Account <u>Vendor</u> 01 456 362 000 Gas
	2/09/2017 3/16/2017	3/09/2017	3/01/2017	3/02/2017	3/06/201/	3/06/2017	3/09/2017 3/16/2017	3/17/2017	2/23/2017 3/13/2017 3/09/2017	Invoice Date
	Brent2017-109 Brent2017-128	Mar1024210033864469 0	Brent2017-99	Mar98007112026	Mar609370000	Mar2565100000	Mar152996784000122 Mar4128851000	Brent2017-120	1011980 1014885 Mar200007895440	<u>Invoice</u>
•	3/10/2017 Final Audit billing 3/24/2017 01 486 354 000 Workers Compensation Total	3/17/2017 01 465 366 000 12 Marylea Ave - Water Total	3/03/2017 10-12 Marylea 01 465 314 000 Special Legal Services Total	3/24/2017 clamp, 01 459 700 000 Minor Purchases Total	3/17/2017 01 459 361 000 Electricity Total	3/17/2017	3/24/2017 3/24/2017	3/17/2017 2nd contribution 01 456 540 000 Contributions Total	3/03/2017 3/24/2017 3/17/2017 01 456 362 000 Gas Total	A/P Due Date Description
	19,758.00 25,159.80 44,917.80	16.11 16.11	765.38 765.38	136.56 136.56	342.06 972.01	433.98 629.95	310.66 123.32	49,250.00 49,250.00	830.09 444.08 263.43 1,537.60	A/P Owed

Report Total

282,751.32

Run: 4/12/2017 at 11:17 AM

Brentwood Borough

Adjustments Register from 3/01/2017 to 3/31/2017

General Fund Cash Account - PNC

Reference	<u>Date</u>	<u>Description</u>	Deposit Amount
0000029	3/06/2017	March Google	-185.00
0000028	3/13/2017	NWGS March billings	-9,237.55
0000030	3/13/2017	Nuance purchase	-199.98
0000031	3/28/2017	Procurement Cards	-1,644.68
0000021	3/31/2017	Trans for garbage	65,084.24
0000032	3/31/2017	to correct balance	-48.79
		Total Adjustments:	53,768.24

SANITARY SEWER FUND BUDGET REPORT

March 1 to March 31, 2017 \$481,693.42

Fatima Husrefovic Gary Adams Wayne Faust	[10430] The Gateway Engineers, Inc. [10430] The Gateway Engineers, Inc. 08 491 000 000 Refunds	[10397] Software Systems [10397] Software Systems 08 429 610 000 Capital Construction	[10021] Alcosan <u>08 429 454 000 Contracted Services</u>	[Whitehall] Borough of Whitehall 08 429 453 000 Contracted Services - Alcosan	[10043] American Water 08 429 372 000 O&M Plan	[10455] Lucker Arensberg, P.C. [10455] Tucker Arensberg, P.C. 08 429 316 000 Service Charges	08 429 314 000 Legal Services	[10430] The Gateway Engineers, Inc. [10430] The Gateway Engineers, Inc.	[10430] The Gateway Engineers, Inc. [10430] The Gateway Engineers, Inc. [10430] The Gateway Engineers, Inc. [10430] The Gateway Engineers Inc.	[10430] The Gateway Engineers, Inc. [10430] The Gateway Engineers, Inc.	08 429 313 000 Engineering Services [10430] The Gateway Engineers, Inc. [10430] The Gateway Engineers, Inc.	Delta Investment Partners opatt	Lauren Pope Fredy Lopez opatt	Account <u>Vendor</u> 08 364 903 000 Sewage Escrow	Run: 4/12/2017 at 11:13 AM
3/10/2017 3/06/2017 3/06/2017 3/06/2017	2/10/2017 3/10/2017	2/24/2017 3/22/2017	3/24/2017	1/10/2017	3/01/2017	3/09/2017 3/09/2017		3/10/2017 3/10/2017 3/10/2017	2/10/2017 3/10/2017 3/10/2017	2/10/2017 2/10/2017	2/10/2017 2/10/2017	3/20/2017 3/15/2017	2/27/2017 3/09/2017 3/17/2017	Invoice Date	Bre
2017-0306-01 2017-0306-02 2017-0306-03	239015 239941	12836-s 12851-S	Brent2017-135	2075	4000114875	537005-S 537008		239944 239947 239948	239019 239938 239942	239016 239018	239011 239012	2017-0320-01 Brent2017-115	2017-0224-01 2017-0309-01 2017-0317-01	Invoice	Brentwood Boro
3/10/2017 Overpay 3/06/2017 Overpay 3/06/2017 Overpay 08 491 000 000 Refunds Total	3/10/2017 3/24/2017 08 429 610 000 Ca	3/03/2017 3/24/2017 08 429 454 000 C o	3/31/2017 08 429 453 000 C o	3/10/2017 08 429 372 000 O8	3/24/2017 08 429 316 000 S e	3/17/2017 3/17/2017 08 429 314 000 L e	08 429 313 000 En		3/10/2017 3/24/2017 3/24/2017	3/10/2017 3/10/2017	3/10/2017 3/10/2017	3/20/2017 3/17/2017 3/17/2017	3/03/2017 3/10/2017 3/17/2017	A/P Due Date	Borough bution
Overpayment on sewage account. Overpayment on sewage bill. Overpayment on sewage bill. funds Total	/10/2017 Viking Dr /24/2017 Viking Drive 610 000 Capital Construction Total	03/2017 /24/2017 454 000 Contracted Services Total	31/2017 1st quarter 453 000 Contracted Services - Alcosan Total	10/2017 Rt 51 Rerout 372 000 O&M Plan Total	24/2017 316 000 Service Charges Total	17/2017 Liens & Claims 17/2017 February Sanitary Sewer issues 314 000 Legal Services Total	313 000 Engineering Services Total	O & M Sanitary Projects Saw Mill Run	O & M Floiw isolation	Brentwood Flow Targets	3/10/2017 2016 Phase 1 Consent 3/10/2017	Return of sewer lateral escrow.	Refund of sewer lateral escrow Return of sewer lateral escrow: 3020 Grayson Return of sewer lateral escrow	Description	
600.60 54.87 265.74 921.21	787.50 1,456.25 2,243.75	840.00 840.00 1,680.00	407,005.36 407,005.36	15,302.50 15,302.50	206.98 206.98	700.00 272.00 972.00	29,847.78	10,780.53 351.00 296.00	14,044.75 1,645.75 170.00	1,033.50 48.50	1,224.75	3,000.00	5,625.00 500.00	A/P Owed	Page: 1

Run: 4/12/2017 at 11:17 AM

Brentwood Borough Adjustments Register from 3/01/2017 to 3/31/2017 Sewage Fund Account - PNC

Reference	<u>Date</u>	<u>Description</u>	Deposit Amount
0000016	3/01/2017	Pennvest	-15,677.10
0000018	3/02/2017	PNC Merch fees	-1,017.53
0000019	3/31/2017	Debit Adj	-91.26
0000020	3/31/2017	Corp Analysis fee	-6,819.21
0000022	3/31/2017	Ret ACH	-713.18
0000023	3/31/2017	to correct acct bal	-1.26
		Total Adjustm	onte: 24 319 54

Total Adjustments:

<u>-24,319.54</u>

Page: 1

CAPITAL IMPROVEMENT FUND BUDGET REPORT

March 1 to March 31, 2017

\$76,160.57

	[10360] PNC Equipment Finance, LLC	[10360] PNC Equipment Finance, LLC 18 472 206 000 DPW Interest	[10360] PNC Equipment Finance, LLC 18 472 203 000 2009 Energy Savings Equip. Int.	Wilmington Trust, NA 18 471 206 000 DPW Trucks	18 471 205 000 2013 Gob Principal - Dpw	[10103] Cohen & Grigsby, P.C. [10103] Cohen & Grigsby, P.C. 18 471 203 000 2009 Energy Savings Equip.	18 454 611 000 Phase lii Construction-Misc	18 452 611 000 Pool Improvements	[10430] The Gateway Engineers, Inc. [10430] The Gateway Engineers, Inc.	18 452 313 000 Engineering Svcs	[10430] The Gateway Engineers, Inc. [484] Zboyovsky, George	18 446 313 000 Engineering Services	[10430] The Gateway Engineers, Inc. [10430] The Gateway Engineers, Inc. [10430] The Gateway Engineers, Inc.	18 439 619 000 2015 Roadway Rehabilitaiton Projects	18 433 700 000 Minor Purchases	[10430] The Gateway Engineers, Inc.	18 409 313 000 Engineer & Architectural Services	18 407 455 000 General Software/Licenses [10430] The Gateway Engineers, Inc.	<u>Account</u> <u>Vendor</u>		Run: 4/12/2017 at 11:14 AM
	3/03/2017	2/13/2017	3/03/2017	2/28/2017	2/13/2017	3/06/2017 3/22/2017	3/10/2017		2/10/2017 3/10/2017		3/10/2017 3/01/2017		2/10/2017 3/03/2017 3/10/2017	2/10/2017		3/10/2017		3/10/2017	Invoice Date	Brent A/	
	18521700	5862541	18521700	Brent2017-108	5862541	532411 533531	239946		239020 239945		239940 Brent2017-101		239013 239913 239939	239021		239950		239949	Invoice	Brentwood Boron	
	3/17/2017 18 472 206 000 DPW	3/17/2017 18 472 203 000 200 9	3/17/2017 18 471 206 000 DPW	3/10/2017 18 471 205 000 2013	3/17/2017 18 471 203 000 200 9	3/24/2017 3/31/2017 18 454 611 000 Phas	3/24/2017 18 452 611 000 Pool	18 452 313 000 Engi	3/10/2017 3/24/2017	18 446 313 000 Engi	3/24/2017 3/03/2017	18 439 619 000 2015	3/10/2017 3/24/2017 3/24/2017	3/10/2017 18 433 700 000 Min o	18 409 313 000 Eng	3/24/2017	18 407 455 000 Gen	3/24/2017	A/P Due Date	Borough ibution	
Report Total	17/2017 206 000 DPW Interest Total	17/2017 HVAC Units 203 000 2009 Energy Savings Equip. Int. Total	17/2017 206 000 DPW Trucks Total	10/2017 205 000 2013 Gob Principal - Dpw Total	17/2017 HVAC Units 203 000 2009 Energy Savings Equip. Total	/24/2017 January Plavchak /31/2017 PlavchakFebruary 611 000 Phase Iii ConstructionMisc Total	/24/2017 pool survey 611 000 Pool Improvements Total	313 000 Engineering Svcs Total	Pool Rehab pool rehab	313 000 Engineering Services Total	MS4	619 000 2015 Roadway Rehabilitaiton Projects Total	Pavement Maint. Pavement Maint pavement maint.	10/2017 ARLE Grant Signal Upgreade700 000 Minor Purchases Total	313 000 Engineer & Architectural Services Total	Snee Geotech	455 000 General Software/Licenses Total	GIS	<u>Description</u>		
77,170.07	891.67 891.67	1,765.93 1,765.93	18,885.78 18,885.78	520.00 520.00	11,419.94 11,419.94	14,515.83 5,627.92 20,143.75	220.00 220.00	10,400.00	2,600.00 7,800.00	1,009.50	740.50 269.00	10,000.00	3,000.00 4,000.00 3,000.00	1,141.00 1,141.00	552.50	552.50	220.00	220.00	A/P Owed	Page: 1	

Run: 4/12/2017 at 11:13 AM **Brentwood Borough** A/P Distribution

Invoice Date Invoice

2/10/2017

239014

3/10/2017 A/P Due Date Description

18 446 313 000 Engineering Services [10430] The Gateway Engineers, Inc.

Account

Vendor

18 446 313 000 Engineering Services Total Report Total

647.00 **647.00**

A/P Owed

Page: 2

471,451.58

Run: 4/12/2017 at 11:18 AM

Page: 1

Brentwood Borough
Adjustments Register from 3/01/2017 to 3/31/2017
Capital Improvement Cash Account - PNC

Reference 0000021

<u>Date</u>

3/09/2017

Description

Trans from sweep acct

Deposit Amount

771,471.95

Total Adjustments:

771,471.95

HIGHWAY AID FUND BUDGET REPORT

March 1 to March 31, 2017 \$0.00

EMPLOYEE PENSION FUND BUDGET REPORT

March 1 to March 31, 2017 \$2,456.22

PR Administrator's Report HUNTINGTON Run on 3/28/2017 10:15:54 AM

Start Date: 04/01/2017 End Date: 04/03/2017

15448 BRENTWOOD-EMP

Plan#:

Plan Name:

Total Participants Status
1 ACTIVE

1 BENEFICIARY

Participant ACTIVE

BENEFICIARY

HERZBERGERVON

WILLIAMS EUNICE

Gross Amount	Fed With	Net .	Net Amount
2,344.81		351.72	1,993.09
94.85		•	94.85
2,439.66		351.72	2,087.94

POLICE PENSION FUND BUDGET REPORT

March 1 to March 31, 2017 \$22,831.38

HUNTINGTON Run on 3/28/2017 10:20:16 AM PR Administrator's Report Start Date: 04/01/2017

End Date: 04/03/2017

15449 BRENTWOOD-POLICE

Plan#: Plan Name:

Total Participants Stat

Status 5 ACTIVE

5 BENEFICIARY

2 DISABLED

22,610.50	2,152.72	24,763.22	
2,360.06	334.50	2,694.56	NORIJOHN
2,940.28	1	2,940.28	HARDINGSCOTT
			DISABLED
802.52	110.00	912.52	ZEYBELCAROL
100.00	1	100.00	MCDONALDANGELA
1,035.46	25.00	1,060.46	KLEINSMITHELIZ
988.98	125.00	1,113.98	HARTSHORNRITA
700.00	129.18	829.18	FOYLESANDRA
			BENEFICIARY
4,143.45	512.04	4,655.49	VOJTASJOHN
2,365.45	179.00	2,544.45	VICKLESSROBERT
2,589.31	410.00	2,999.31	SWINNEYGEORGE
2,067.57	178.00	2,245.57	MULHOLLANDMILT
2,517.42	150.00	2,667.42	CAPUTOFRANK
			ACTIVE
Net Amount	Fed With	Gross Amount	Participant



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

SUBJECT: Consider Resolution No. 2017-29; Agreement with Hudson Energy Services, LLC to supply the Borough of

Brentwood with Electricity. [ACTION ITEM]

DATE: April 17, 2017

PRESENTED BY: MR. GEORGE ZBOYOVSKY, PE

BOROUGH MANAGER

SUMMARY:

Brentwood Borough has been participating in the Western Pennsylvania's Energy Consortium (WPEC) to secure the lowest rates for their electricity accounts. There are 30 participants that make up 372 accounts in the consortium.

The last time WPEC went to market the energy was trading around \$33.75 per MWh. This time it was closer to \$30.75 per MWh.

Constellation Energy was awarded the contract in April 2015 at \$0.05321 per kWh for our GL group.

Rate Class /Participant	Accounts	Annual Usage	Current Contract Rate*	New Contract Rate	Annual Savings
GL Accounts					
Brentwood Borough	10	476,958	\$0.0628	\$0.0588	\$1,889

The above is a slight decrease going from \$0.0628 per kWh to \$0.0588 per kWh.

This is due to a 5% increase in renewable energy (30% to 35%).

BUDGET IMPACT:

Budget wide impact on the General Fund Electricity Accounts.

RECOMMENDATION:

Staff recommends ratifying the agreement.

PROS:

Lowest Rate for Electricity based on large purchase per Energy Consortium.

CONS:

ATTACHMENTS:

DescriptionUpload DateTypeExhibit A- Hudson Energy Agreement4/13/2017Cover MemoResolution No. 2017-29- Hudson Energy Services Agreement4/13/2017Cover Memo

FULL REQUIREMENTS SERVICE AGREEMENT

THIS FULL REQUIREMENTS SERVICE AGREEMENT (this "Agreement") is entered into as of <u>Tuesday, March 14, 2017</u> by and between <u>Brentwood Borough</u> (the "Seller") and <u>Hudson Energy Services, LLC</u> (the "Buyer"). The Seller and the Buyer may be referred to individually as a "Party" or collectively as the "Parties". The Parties agree as follows:

1. Nature of Service.

Upon execution and delivery of this Agreement by both Parties, Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, Full Requirements Service (as defined below) to meet Buyer's Demand (as defined below) for Buyer's Accounts (as defined below) at the Price(s) (as defined below), all in accordance with the terms of this Agreement.

2. Term.

This Agreement shall be effective upon its execution and delivery by both Parties and shall continue in full force and effect until the May 2020 meter reading date. Service hereunder with respect to a particular Buyer's Account shall commence on the first electric meter cycle reading date of the start month indicated for such Buyer's Account on the Pricing Schedule(s) attached hereto and continue until the first electric meter cycle reading date of the end month indicated for such Buyers Account on the Pricing Schedule(s) attached hereto, unless sooner terminated pursuant to the terms hereof.

Regardless of the initial term awarded, this Agreement includes the option for the Buyer to renew for two (2) additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Buyer's discretion; however, extension pricing must be mutually agreeable to both Parties.

3. Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below:

"Ancillary Services" shall have the meaning ascribed thereto in the PJM OATT.

"Buyer's Accounts" means those account(s) listed in the Pricing Schedule(s) attached to this Agreement that have been successfully enrolled with Seller, pursuant to all applicable rules then set forth in the Host Utility's Retail Tariff then in effect, for the purposes of receiving Full Requirements Service hereunder.

"Buyer's Demand" means the aggregate of the billed demand for Energy on a monthly basis measured in kilowatt-hours at the respective meter(s) by the Host Utility for all of Buyer's Accounts then receiving service hereunder.

"Capacity" means "Unforced Capacity" as set forth in the PJM Agreements or any successor measurement of the capacity obligation of a Load Serving Entity (as defined in the PJM Agreements) as may be employed by PJM (whether in a PJM Agreement or elsewhere).

"Delivery Point" means the point on the electric system at which the Host Utility takes possession of the electricity for final delivery of the electricity to the meter(s) of the specific facilities. This same Delivery Point shall be where the facility takes title to the electricity.

"Energy" means single-phase or three-phase 60-cycle alternating current electric energy, expressed in units of kilowatt-hours or megawatt-hours.

"Event of Default" means any one of the following: (i) failure by Buyer to make, when due, any payment required under this Agreement, if such payment is not paid within fifteen (15) business days after receipt from Seller of written notice of such failure, (ii) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain

true in all material respects during the term of this Agreement, if not cured within fifteen (15) business days after receipt from the other Party of written notice thereof, (iii) failure by Buyer to provide reasonable additional security or credit arrangements as provided for herein, (iv) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in this Agreement (other than events that are otherwise specifically covered as a separate Event of Default hereunder), and such failure is not cured within fifteen (15) business days after receipt from the other Party of written notice thereof, or (v) a Party (A) makes an assignment or any general arrangement for the benefit of creditors, (B) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such a petition filed against it and such petition is not withdrawn or dismissed within sixty (60) business days after such filing, (C) otherwise becomes bankrupt or insolvent (however evidenced), or (D) is unable to pay its debts as they fall due

"Full Requirements Service" means all necessary Energy, Capacity, transmission service, Ancillary Services, transmission losses (as provided in the PJM OATT), distribution loses (as provided in the Host Utility's supplier tariff then in effect), Unaccounted For Energy, the Commonwealth of Pennsylvania's Renewable Portfolio Standards (RPS) costs, the Commonwealth of Pennsylvania's Alternative Energy Portfolio Standard (AEPS) costs, Reliability Must Run costs (if applicable as of the date of pricing), Grid Management Charges and congestion management costs, in each case as required to supply Buyer's Demand at the Delivery Point(s), except for distribution service, which distribution service is expressly excluded from Full Requirements Service.

"Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under this Agreement, which event or circumstance was not foreseen as of the date first written above, which is not within the reasonable control of, or the result of the negligence of the affected Party and which, by the exercise of due diligence, the affected Party is unable to mitigate or avoid or cause to be avoided. Force Majeure includes, but is not limited to, acts of God, fire, war, terrorism, flood, earthquake, civil disturbance, sabotage, curtailment, disruption or interruption of supply, declaration of emergency by PJM, regulatory, administrative or legislative action, or action or restraint by court order or governmental authority, or any act or omission of a third party not under the control of the Party asserting Force Majeure.

"Grid Management Charges" means the grid management charges defined in the PJM OATT as they may change from time to time.

"Host Utility" means Duquesne Light Company, a Pennsylvania corporation.

"PJM" means the PJM Interconnection LLC or any successor organization thereto.

"PJM Agreements" means the PJM OATT, PJM Operating Agreement, PJM RAA, PJM West RAA and any other applicable PJM manuals or documents, or any successor, superseding or amended versions of any of the foregoing that may take effect from time to time.

"PJM OATT" means the Open Access Transmission Tariff of PJM or any successor, superseding or amended versions therefore that may take effect from time to time.

"Pricing Schedule(s)" means the pricing schedule(s) attached to this Agreement and hereby incorporated by reference and made a part hereof.

"Retail Tariff" means the schedule of rates pursuant to which the Host Utility bills its retail customers, as such may be amended or modified from time to time.

"Termination Fee" means (i) if Buyer is the defaulting Party, an amount of dollars equal to the positive difference, if any, between the dollar amount otherwise payable to Seller for the remaining Full Requirements Service that would have been delivered to Buyer if the Agreement had not been terminated and the dollar amount Seller could realize for such Full Requirements Service if it were to sell it to a third party; (ii) if Buyer terminates the Agreement with respect to a particular Buyer's Account, an amount of

dollars equal to the positive difference, if any, between the dollar amount otherwise payable to Seller for the remaining Full Requirements Service attributable to such Buyer's Account that would have been delivered to Buyer if the Agreement had not been terminated and the dollar amount Seller could realize for such Full Requirements Service if it were to sell it to a third party, and (iii) if Seller is the defaulting Party an amount of dollars equal to the positive difference, if any, between the dollar amount payable by Buyer were it to purchase from a third party the remaining Full Requirements Service that would have been delivered to Buyer if the Agreement had not been terminated and the dollar amount that Buyer would have been obligated to pay Seller for such Full Requirements Service if the Agreement had not been terminated. Any such Termination Fee shall be determined in a reasonable manner as of the effective date of termination by the Party to whom the Termination fee is owed. In determining the quantity of any remaining Full Requirements Service, such Party shall use the historical billed demand for Energy measured in kilowatt-hours at the respective meter(s) by the Host Utility for Buyer's Accounts for the same period of the prior year or, for any Buyer Account without such historical usage data, the estimated demand for Energy for any such Buyer's Account, which estimated demand shall be provided by Buyer to Seller on or prior to the commencement of service under this Agreement with respect to such Buyer's Account. In determining the price at which any such Full Requirements Service can be bought or sold, such Party shall use the price then available in PJM for the delivery of such full Requirements Service at the Delivery Point(s).

"Unaccounted for Energy" means the difference between the Host Utility's hourly system load and the sum of: (i) the estimated hourly customer loads (interval metered and profiled); and (ii) electrical losses, as such Unaccounted for Energy is determined in the Host Utility's retail load settlement process and prorated based on the amount of retail Energy consumed during each hour (including distribution and transmission losses) attributable to Energy supplied by Seller pursuant to this Agreement, as reported to PJM.

4. Price.

The price to be paid by Buyer to Seller for Full Requirements Service provided hereunder in respect of Buyer's Demand associated with a particular Buyer's Account shall be the product of (i) the number of kilowatt-hours of Energy attributable to Buyer's Demand associated with such Buyer's Account, as actually measured at the Delivery Point by the Host Utility, and (ii) the price per kilowatt-hour set forth in the Pricing Schedule that corresponds to such Buyer's Account (the "Price"). Each Price is inclusive of all applicable costs for the components of Full Requirements Service as defined herein. Notwithstanding the foregoing, no Price includes any charges for distribution service by the Host Utility nor any sales taxes or other surcharges that may apply to the delivery of Full Requirements Service as contemplated herein; any such distribution charges, taxes or surcharges shall be the responsibility of Buyer, and Seller shall have no liability therefore. In addition, Buyer acknowledges that any costs assessed by any third party as a result of Buyer's switch to or from Seller as a supplier, including but not limited to switching costs or Generation Rate Adjustment (as defined in the Host Utility's retail tariff then in effect), if any, are not included in any Price, shall be the responsibility of Buyer, and Seller shall have no liability therefore.

5. Incremental Charge.

If, during the term of this Agreement, regulatory or statutory changes, tariffs or orders create additional charges or increases to existing charges that apply to the delivery of Full Requirements Service as defined herein, which charges, or increases to existing charges, are not currently included in the Price, including replacement charges for transmission regional through and out rates, increases in Capacity charges as a result of the PJM reliability pricing model, RMR charges, increases in PJM transmission, Ancillary Services or Tariffs (any such charge, an "Incremental Charge"), and Seller is unable to mitigate such Incremental Charge, then such Incremental Charge shall be the sole responsibility of Buyer. Seller shall, if necessary, invoice Buyer for, and Buyer shall pay to Seller, any such Incremental Charge.

6. Billing and Payment.

On or before the date on which service first commences under this Agreement, Buyer shall have taken all steps necessary to elect, pursuant to the Retail Tariff, to receive one bill generated by the Host Utility for both Seller's delivery of Full Requirements Service as contemplated herein and all charges assessed by the Host Utility. In

addition, Buyer shall make payment in respect of any such bill in accordance with all of the terms and conditions of the Retail Tariff. The Customer does not pay late fees or interest.

Any invoice pass-through costs, as identified in pricing product definitions contained in the Western Pennsylvania Energy Consortium's Request for Quote (RFQ), such as Pennsylvania Gross Receipts Tax (GRT), and Capacity (if required by the pricing product) will be incorporated in the contract rate and included in the bill generated by the Host Utility for both Seller's delivery of Full Requirements Service and all charges assessed by the Host Utility.

7. Credit.

Buyer will provide Seller with reasonable information as requested by Seller to complete a credit review of Buyer. Delivery of Full Requirements Service hereunder is contingent upon Seller's determination, in its reasonable discretion, that Buyer is creditworthy. If at any time during the term of this Agreement Seller determines that Buyer's credit is unsatisfactory, Buyer has experienced any adverse change in its financial condition or Buyer makes two or more late payments, Seller will have the right, but not the obligation, to require that Buyer post reasonable security or make other credit arrangements reasonably satisfactory to Seller to ensure prompt payment by Buyer of amounts owed or otherwise payable under this Agreement. Such security or credit arrangements may include, but are not limited to, an escrow agreement to provide a mechanism for timely payment, letter of credit, parental guaranty, or surety bond. Buyer will provide the requested security or credit arrangement within fifteen (15) business days of Seller's request for same.

8. Auditing Information.

Each Party shall have the right, at its sole expense and upon prior written notice, to examine during normal business hours the records of the other Party to verify the accuracy of any statement, charge, notice or computation made pursuant to this Agreement. However, no adjustments shall be made to any statement, charge, notice or computation after the lapse of twenty-four (24) months from the date of the last rendition thereof. In addition, Buyer shall designate Seller to the Host Utility as an authorized recipient of Buyer's current and historical energy billing and usage data and authorizes Seller to take such action as it deems necessary to effectuate the purposes of this Agreement. This information shall include, at a minimum, Buyer's account number, meter read data, rate class, electric usage, name, addressees), telephone number, operation information and other information as Seller may reasonably require from time to time consistent with applicable rules and regulations of the Pennsylvania Public Utility Commission.

9. Title, Control and Possession.

Title to, control and possession of Full Requirements Service shall pass from Seller to Buyer at the Delivery Point.

10. Change in Buyer's Demand.

The Parties acknowledge and agree that this Agreement contemplates the purchase and sale of Full Requirements Service for Buyer's Demand attributable to all of Buyer's Accounts. Buyer agrees to bear any additional charges arising from or relating to any variance in Buyer's usage in any month of more than twenty five percent (25%) as compared to the historical billed usage for Energy measured in kilowatt-hours at the respective meter(s) by the Host Utility for Buyer's Accounts for the same period of the prior year or, for any Buyer Account without such historical usage data, the estimated demand for Energy for any such Buyer's Account, which estimated usage shall be provided by Buyer to Seller on or prior to the commencement of service under this Agreement with respect to such Buyer's Account.

11. Adding or Deleting Facilities to this Contract.

Adding or deleting facilities shall be accomplished by the bilateral execution of an Agreement amendment.

12. Renewable Energy.

The Seller shall purchase Certified Renewable Energy Credits covered by the Commonwealth of Pennsylvania's Alternative Energy Portfolio Standard (AEPS) such that the Green component of the energy supplied shall exceed the requirements of the Pennsylvania Alternative Energy Portfolio Standard by 35%. The prices shown on the Pricing Schedule includes the cost of the Seller purchasing these RECs on behalf of the Buyer.

The following are examples of third party verification that Buyer requires: Environmental Resources Trust; Greene; Independent Auditors Report; TerraChoice; and State/Regional Verification Methods Approved by a State Governmental Entity/Public Utilities Commission/Regional Power Pool (i.e. Texas REC system administered by ERCOT, the PJM Generation Attribute Tracking System of the PJM Environmental Information Services, Inc., or the New England Power Pool (NEPOOL) Generation Information System (GIS).

13. Limitation of Liability.

The liability of the Parties for any and all claims of any kind arising from or relating to this Agreement, including any causes of action in contract, tort, strict liability or otherwise, is limited to direct actual damages only, subject in all cases to an affirmative obligation on each Party to mitigate its damages. Notwithstanding any other provision of this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities or lost profits.

14. DISCLAIMER.

BUYER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

15. Force Majeure.

Notwithstanding any other provision of this Agreement to the contrary, if either Party is unable to carry out any obligation under this Agreement due to an event of Force Majeure (other than a payment obligation under this Agreement which will not be excused by Force Majeure), this Agreement will remain in full force and effect but such obligation will be suspended for the period necessary as a result of the event of Force Majeure, provided that (i) the non-performing Party gives the other Party prompt written notice describing the event of Force Majeure, including the nature and date of the occurrence and the expected duration of the event, (ii) the suspension of performance is of no greater scope and of no longer duration that is required by the event of Force Majeure, and (iii) the non-performing party uses commercially reasonable efforts to remedy its inability to perform.

16. Termination.

This Agreement may be terminated at any time after the date hereof by mutual written consent of the Parties. Upon the occurrence of an Event of Default, this Agreement may be terminated by the non-defaulting Party by written notice delivered to the defaulting Party stating the effective date of such termination, in which event the defaulting Party shall, on or prior to the effective date of any such termination, pay to the non-defaulting Party a Termination Fee. In the event that Buyer closes, vacates, sells, consolidates or otherwise disposes of any of the facilities or properties at which a Buyer's Account is located, Buyer may terminate this Agreement with respect to the affected Buyer's Account only, provided, that (i) Buyer provides Seller with thirty (30) days prior written notice hereunder of any such termination and (ii) on or prior to the effective date of any such termination, Buyer pays to Seller a Termination Fee.

17. Effect of Expiration or Termination.

In the event this Agreement expires or is terminated pursuant to the provisions hereof, all further obligations of the Parties under this Agreement shall terminate without further liability or obligation of the Parties, except for the

payment by either Party of any Termination Fee due and owing pursuant to Section 16 of this Agreement, any sums due and owing to the other Party for services rendered prior to the expiration or termination date, any direct actual damages, or any indemnification or other obligation of either Party which has arisen hereunder or by its nature survives the expiration or termination or this Agreement, which payment obligations shall expressly survive the expiration or termination of this Agreement.

18. Applicable Law.

This Agreement shall be construed, interpreted and governed by and under the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law rules.

19. Successors; Assignment.

This Agreement and all of the provisions hereof are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement, its rights or obligations hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, either Party may, without the other Party's consent, (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an affiliate of such Party if such affiliate is reasonably determined by the non-assigning Party to be creditworthy and able to perform the obligations of the assigning Party hereunder, (iii) transfer or assign this Agreement to any entity succeeding to all or substantially all of the assets of the assigning Party if such entity is reasonably determined by the non-assigning Party to be creditworthy and able to perform the obligations of the assigning Party hereunder; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as such assignee delivers such tax and enforceability assurance as the non-assigning Party may reasonably request.

20. Delay and Waiver.

Except as otherwise provided in this Agreement, no delay or omission to exercise any right, power or remedy accruing to the respective Parties hereto upon any breach or default of any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement, or any waiver of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

21. No Third Party Beneficiaries; Independent Contractors.

Nothing in this Agreement, express or implied, is intended to confer on any other person except the Parties hereto any rights, interests, obligations or remedies hereunder. The Parties acknowledge and agree that: (i) they are independent contractors, (ii) neither Party shall have any right, power or authority to enter into any agreement or commitment, act on behalf of, or otherwise bind the other Party in any way, and (iii) nothing contained in this Agreement shall create any relationship between Buyer and Seller other than that of independent contractors.

22. Jurisdiction and Venue.

All disputes hereunder shall be resolved in the federal or state courts in and for Pittsburgh, Pennsylvania and each Party hereby irrevocably submits to the in personam jurisdiction of such courts.

23. Representations and Warranties of the Parties; Covenants.

Each Party represents and warrants to the other Party the following: (i) it is duly organized. validly existing and in good standing (or its equivalent) under the laws of the jurisdiction of its formation, (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement, (iii) the execution, delivery and performance of this Agreement are dilly authorized and do not violate any governing documents or any contracts to which it is a party or any laws, rules or regulations applicable to it, (iv) there is no material events(s) or other

agreement(s) which would impair that Party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement, (v) it has knowledge and experience that enable it to evaluate the merits and risks associated with this Agreement, and (vi) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or, to its knowledge threatened, against it. In addition, the Parties acknowledge and agree that this Agreement is a "forward contract" and that Seller is a "forward contract merchant" for purposes of the U.S. Bankruptcy Code, as amended.

24. Additional Representations and Warranties of Buyer.

Buyer represents and warrants that: (i) the data given and representations made concerning Buyer's Accounts are true and correct, (ii) Buyer is the party of record of the Buyer's Accounts, or if it is not the party of record, it has the authority to enter into and bind its principal to this Agreement. If requested, Buyer will provide Seller with written proof of such authority.

25. Notices.

Unless otherwise specified herein, all notices hereunder shall be in writing and delivered by hand, overnight or facsimile to the respective addresses set forth below. Notice shall be effective on the next business day after it is sent. A Party may change its address hereunder by providing notice of such change in accordance with the provisions of this section. Addresses for purposes of notice hereunder are as follows:

If to Seller:

Andrew Schlesinger

4 Executive Blvd., Suite 301

Suffern, NY 10901 Fax: 845-228-3422

With a copy to:

Kevin Malone

105 Decker Court, Suite 1050

Irving, Texas 75062 Fax: 888-893-9882

If to Buyer:

George Zboyovsky, PE Borough Manager

3624 Brownsville Road Pittsburgh, PA 15227 Fax: 412-884-1911

26. Confidentiality.

Subject to applicable "Right to Know" laws, the Parties agree to keep all terms and provisions of this Agreement, including without limitation the pricing offered to Buyer hereunder, confidential and not to disclose the same to any third parties without the prior written consent of the other Party. If disclosure is sought through process of a court, or a state or federal regulatory agency or other legal compulsion, the Party from whom disclosure is sought shall notify the other Party immediately so as to afford such other Party the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. Each Party will cooperate with the other Party in its attempts to obtain such protections. The Parties acknowledge and agree that notwithstanding the foregoing, Buyer will permit Seller to disclose Buyer's name for publicity and/or marketing purposes during the Term.

27. General.

This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Each Party further agrees that it will not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement. This Agreement shall not impart any rights enforceable by any third party other than a permitted successor or assignee bound to this Agreement. Any provision declared or rendered unlawful will not otherwise affect the remaining lawful obligations that arise under this

Agreement; provided that in such event the Parties shall use commercially reasonable efforts to amend this Agreement in order to give effect to the original intention of the Parties.

28. Counterparts.

This Agreement may be executed in more than one (1) counterpart, including by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

29. Entire Agreement.

This Agreement, including the Pricing Schedule(s) attached hereto, embodies the entire agreement and understanding of the Parties in respect of the obligations and requirements set forth in this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered, as of the date first written above, by their respective duly authorized officers.

Brentwood Borough	Hudson Energy Services, LLC
By: Julian Fromburle	Ву:
Name: Yourd W. FROMBACH	Name:
Title: COUNCIL PRESIDENT	Title:

PRICING SCHEDULE

Participant Name: BRENTWOOD BOROUGH

Start Month: MAY 2017 METER READ

End Month: MAY 2020 METER READ (36 MONTHS)

Contract Price (S/kWh): \$0.05880 + GRT

Local Distribution								
Company (LDC)	Customer Name	SAID	Account Number	Class	Address	City	State	ž
DUQUESNE LIGHT COMPANY	BRENTWOOD BOROUGH	8170961700	71960000	GM	PARK DR - BATHHOUSE/POOL	PITTSBURGH	PA	
DUQUESNE LIGHT COMPANY	BRENTWOOD BOROUGH	0458260930	458260000	GM	4582 E WILLOCK RD - DPW	PITTSBURGH	PA	
DUQUESNE LIGHT COMPANY	BRENTWOOD BOROUGH	2565100403	2565100000	GM	PARK DR - DEK HOCKEY	PITTSBURGH	PA	
DUQUESNE LIGHT COMPANY	BRENTWOOD BOROUGH	3384710721	3384710000	GM	3501 BROWNSVILLE RD - LIBRARY	PITTSBURGH	PA	
DUQUESNE LIGHT COMPANY	BRENTWOOD BOROUGH	4739130186	4739130000	GM	3624 BROWNSVILLE RD LTS	PITTSBURGH	PA	Correct SAID# Data included
DUQUESNE LIGHT COMPANY	BRENTWOOD BOROUGH	4739130374	4739130000	GM	PARK DR - BALLFIELD	PITTSBURGH	PA	
DUQUESNE LIGHT COMPANY	BRENTWOOD BOROUGH	6093700677	6093700000	В	PARK DR - FOOTBALL FIELD LIGH	PITTSBURGH	ΡΑ	
DUQUESNE LIGHT COMPANY	BRENTWOOD BOROUGH	7258240964	7258240000	В	PARK DR - CIVIC CENTER	PITTSBURGH	PA	
DUQUESNE LIGHT COMPANY	BRENTWOOD BOROUGH	8733760058	8733760000	GM	PVT OFF RADISSON RD STND	PITTSBURGH	ΡΛ	
DUQUESNE LIGHT COMPANY	BRENTWOOD BOROUGH	9510920523	9510920000	GM	3624 BROWNSVILLE RD	PITTSBURGH	PA	

Brentwood - GM

				•	

AMENDMENT NO. 1 MARCH 17, 2017 FULL REQUIREMENTS SERVICE AGREEMENT

The Full Requirements Service Agreement dated March 14, 2017 between Hudson Energy Services, LLC and Brentwood Borough is hereby amended as follows:

The first sentence of the first paragraph shall be deleted and replaced with the following:

THIS FULL REQUIREMENTS SERVICE AGREEMENT (this "Agreement,,) is entered into as of <u>Tuesday, March 14, 2017</u> by and between <u>Hudson Energy Services, LLC</u> (the "Seller,,) and <u>Brentwood Borough</u> (the "Buyer,,).

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Agreement to be executed and delivered, as of the date first written above, by their respective duly authorized officers.

Brentwood Borough	Hudson Energy Services, LLC
By: Jawn Tromback Name: LOHN W. PROMBACH	By:
	Name.
Title: PRESIDEUT - COOKIL	Title:



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. 2017-29

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 HUDSON ENERGY SERVICES FOR THE SELLING AND DELIVERING OF ELECTRICITY FOR THE PERIOD ENDING MAY 2020.

WHEREAS, the Borough of Brentwood seeks to obtain the lowest costs to provide electricity to the Borough; and

WHEREAS, the Borough is a member of the Southwest Pennsylvania Energy Consortium; and

WHEREAS, the Southwest Pennsylvania Energy Consortium participated in the energy auction to obtain the lowest rates possible; and

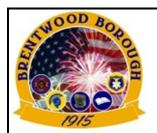
WHEREAS, the Borough and Hudson Energy Services have heretofore negotiated Articles of Agreement for Electricy services to be provided for a period of three (3) years, with an exact copy of said Articles of Agreement attached here to as **Exhibit 1**.

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 Hudson Energy Services for Electricity services, 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 17th day of **April 2017**.

ATTEST:	BOROUGH OF BRENTWOOD
George Zboyovsky, PE	John Frombach
Borough Manager	President of Council



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

SUBJECT: Consider adopting Resolution No. 2017-30: Declaration of May 21 through May

27, 2017 as National Public Works Week [ACTION ITEM]

DATE: April 17, 2017

PRESENTED MR. VITALI ALEXANDROV

BY: ASSISTANT PUBLIC WORKS DIRECTOR

SUMMARY:

Public works services provided in our community are an integral part of our citizens' everyday lives and the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection. The health, safety and comfort of this community greatly depends on these facilities and services and the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials.

The efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform and the Borough of Brentwood successfully completed construction of new DPW facility located at 4385 East Willock Road.

BUDGET IMPACT:

Minimal Impact. Some light snacks and refreshments during the Open House.

RECOMMENDATION:

Approve Resolution 2017-30 as presented.

PROS:

Good Public Relations for the DPW. Moral builder for the Department.

CONS:

Time involved for Borough Staff and DPW employees

STRATEGIC GOALS APPLIED:

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

Strategic Goal 3: Increase Community Involvement within the Borough

Strategic Goal 4: Improve the Accountability of Various Borough Departments

ATTACHMENTS:

Description Upload Date Type

Cover Memo

Resolution No. 2017-30 - 2017 National DPW Week_FINAL 4/13/2017



THE BOROUGH OF BRENTWOOD

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

RESOLUTION NO. 2017-30

"NATIONAL PUBLIC WORKS WEEK"

A RESOLUTION OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENYAND COMMONWEALTH OF PENNSYLVANIA, RECOGNIZING THE WEEK OF MAY 21, 2017 TO MAY 27, 2017 AS NATIONAL PUBLIC WORKS WEEK"

WHEREAS, public works employees provide services within our community that are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the public's attitude and understanding of the importance of the work they perform; and

NOW, THERFORE, BE IT RESOLVED AND ADOPTED BY THE Council of the Borough of Brentwood, County of Allegheny, and Commonwealth of Pennsylvania, that May 21, 2017 through May 27, 2017 shall be recognized as National Public Works Week in the Borough of Brentwood and that Borough officials call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works to the residents of the Borough and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

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 17th day of April 2017.

ATTEST:	BOROUGH OF BRENTWOOD
George Zboyovsky, PE	John Frombach
Borough Manager	President of Council
Borough Munuger	resident of Council





BOROUGH COUNCIL INFORMATIONAL SHEET AGENDA ITEM 10.b.

ACTION ITEM

SUBJECT: Consider Hiring Seasonal DPW Employees [ACTION ITEM]

DATE: April 17, 2017

PRESENTED MR. GEORGE ZBOYOVSKY, PE

BY: BOROUGH MANAGER

SUMMARY:

Brentwood Borough's DPW has budgeted for and hired DPW Summer employees. In recent years, the Borough removed the requirement that applicants must be enrolled in college. However, all of the applicants received were still college students. One problem with this is they cannot begin until classes are over for the summer which is typically late May or early June. The "grass cutting season" begins late March and April. The Department would like to bring on employees as soon as possible.

This year the Borough ONLY received four (4) applications. Three (3) applications were from returning Summer Employees and one (1) from a young veteran.

This year, the DPW Summer Seasonal Employees will be limited to working in the Brentwood Park and/or cutting grass on vacant lots or other Borough Properties.

BUDGET IMPACT:

Four (4) DPW Summer employees are budgeted in the 2017 General Fund Budget for \$11.25/hour.

Total = \$29,000.00 (Based on 16 Weeks - May to September 1st)

RECOMMENDATION:

Staff recommends approving the hiring of four (4) DPW Summer employees.

PROS:

Rate for Summer Employees is significantly less than full time and are relegated to mostly providing support for grass cutting.

CONS:

Applications have been low in recent years.

College Students cannot start until late May or June.



BOROUGH COUNCIL INFORMATIONAL SHEET AGENDA ITEM 10.c.

ACTION ITEM

SUBJECT: Consider Hiring Seasonal Engineering Intern [ACTION ITEM]

DATE: April 17, 2017

PRESENTED MR. GEORGE ZBOYOVSKY, PE

BY: BOROUGH MANAGER

SUMMARY:

For the past few years the Borough has budgeted for and hired a College Student to work with the Borough Manager and Assistant Public Works Director on various construction/engineering related projects.

This summer, the Engineering Intern will assist with the continuing Sanitary Sewer O&M projects, inspections, and GIS data entry. He will also assist with the Roadway Projects as needed.

BUDGET IMPACT:

This intern is budgeted for under the Borough's Sanitary Sewer Fund 08-429-313 Engineering Services

One (1) Engineer Intern is once again budgeted in the 2017 General Fund Budget for \$12.00/hour.

Total = \$7,000.00 (Based on 16 Weeks - May to September 1st)

RECOMMENDATION:

Staff recommends approving the hiring of one (1) Engineering Intern.

PROS:

Rate for Summer Employees is significantly less than Borough's Engineer Consulting rate.

CONS:



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

SUBJECT: Consider Ordinance No. 2017-1252; Amending in limited part Chapter VII - Signs [ACTION ITEM].

DATE: April 17, 2017

PRESENTED MR. ERIC PECCON

BY: ASSISTANT BOROUGH MANAGER

SUMMARY:

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

This body recommended additionally permitting such signs to be installed in the mixed use district (MUN), subject to several further restrictions. However, Council has indicated that it does not wish to adopt such version verbatim. Given the differences of opinion on the Council, two (2) versions are presented:

Version "A" retains the language of the original draft, whereby digital signs will continue to be **prohibited** on Brownsville Road; the proposed provisions for allowing such signs as a conditional use only on Route 51 remain intact.

Version "B" contains one small but substantial change from the most recently presented draft. The conditional use provisions for digital signs would be extended to the Brownsville Road mixed-use district; however, the minimum message duration would be increased from 8 seconds to **30 MINUTES.**

In accordance with the Municipalities Planning Code, prior to adopting the revised ordinance, a draft will need to be reviewed by the Allegheny County Department of Economic Development, and a new public hearing will need to be scheduled.

BUDGET IMPACT:

Advertising and court reporter fees.

ATTACHMENTS:

Description	Upload Date	Type
DRAFT Ordinance No. 2017-1252: Digital Signs	3/27/2017	Cover Memo
DRAFT Ordinance No. 2017-1253: Digital Signs ANNOTATED VERSION	3/27/2017	Cover Memo
REVISED VERSION A- Ordinance No. 2017-1252	4/13/2017	Cover Memo
Ordinance No. 2017-1252 REVISED VERSION B	4/14/2017	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

ORDINANCE NO. 2017-1252

"DIGITAL SIGNS"

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

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

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

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

NOW THEREFORE, on this 27th day of March 2017, it is hereby Enacted and Ordained by the Council for the Borough of Brentwood, that;

PART I: AMENDMENTS

Chapter 210, Section 57, of the Code of the Borough of Brentwood is hereby amended in limited as part as follows. Text marked in *bold italics* shall be added to said section and placed in alphabetical order. Text marked with a strikethrough shall be deleted from said section.

§210-57: TYPES OF SIGNS

Digital sign:

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

Electronic message board:

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

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

Static alphanumeric display:

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

Time-and-temperature sign:

A sign which indicates changing time and/or temperature.

Chapter 210, Section 58, Subsection B, of the Code of the Borough of Brentwood is hereby amended to read as follows:

§210-58: PROHIBITED AND EXEMPT SIGNS

- B. The following signs shall not be permitted in any zoning district:
 - 1) Pennants, flags, or streamers.
 - 2) Signs advertising a property for sale or rent that lists a use of the property that is inconsistence with the Zoning Ordinance.
 - 3) Signs that resemble any traffic control devise.
 - 4) Signs that contain obscene or pornographic material; this shall include the non-repair of illegal acts of vandalism.
 - 5) Off-premises signs, other than outdoor advertising.
 - 6) Roof signs.
 - 7) Signs on trees, utility poles, and traffic devices.
 - 8) Signs that are hazardous to public safety.

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

§210-61: PERMITTED SIGNS IN COMMERCIAL AND INDUSTRIAL DISTRICTS; CONDITIONS

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

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

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

§210-61: PERMITTED SIGNS IN COMMERCIAL AND INDUSTRIAL DISTRICTS; CONDITIONS

K. Digital signs.

- 1) A static alphanumeric display shall be a permitted use in the MUN, CRD, and I districts.
- 2) A digital sign other than a static alphanumeric display shall be permitted only as a conditional use in the MUN, CRD, and I districts.
- 3) No digital sign face shall be installed except as part of a wall sign, ground sign, or pole sign, and the placement and manner of installation of digital sign faces shall be subject to the placement and installation restrictions for the same.
- 4) Digital sign faces shall not exceed an area of fifty (50) square feet in the CRD and I districts. Digital sign faces shall not exceed a height of four (4) feet, a width of five (5) feet, or a total area of twenty (20) square feet in the MUN district.
- 5) No digital sign shall be brighter than is necessary for clear and adequate visibility.
 - a. All digital signs shall have installed ambient light monitors and shall at all times allow such monitor to automatically adjust the brightness level of the digital sign based on ambient light conditions so as to minimize and keep consistent sign brightness.
 - b. The maximum brightness level for such signs shall not exceed five thousand (5,000) NITS when measured from the sign's face at its maximum between dawn and dusk, as those times are determined by the National Weather Service.
 - c. The maximum brightness level for such signs shall not exceed three hundred (300) NITS when measured from the sign's face at its maximum between dusk and dawn, as those times are determined by the National Weather Service.

- d. No permit shall be issued for the installation of a digital sign unless the applicant has submitted a written certification from the sign manufacturer certifying that the light intensity of the sign has not be preset to exceed the illumination levels established herein and that the intensity level is protected from end-user manipulation by password-protected software or similar security measures.
- 6) All digital signs shall contain a default mechanism that will cause the sign to revert immediately to a black screen in instances of malfunction.
- 7) Digital signs, exclusive of static alphanumeric displays, shall additionally be subject to the following operational limitations:
 - a. Each message or image shall remain static and unchanged for a period of no less than eight (8) seconds.
 - b. No message or image shall be permitted to blink, flash, or move.
 - c. No message shall display any characters with a height of less than nine (9) inches.
 - d. No message shall display more than twelve (12) individual words.
 - e. Each message or image shall be complete without continuation of content to the next display or to another sign.
 - f. Each message or image shall be followed by a transition period in which the display reverts to a black screen for a minimum period of three (3) seconds.
 - g. No digital sign shall emit any sound or audio message.
- 8) Digital signs located in the MUN district shall not be placed at a height in excess of twelve (12) feet.
- 9) Digital signs, exclusive of static alphanumeric displays, placed in the MUN district shall be limited to operation between the hours of 7:00 am and 9:00 pm. At all other times, such sign face shall not be illuminated nor shall such sign face display any messages.
- 10) The message contained on a static alphanumeric display shall not be change more frequently than two (2) times in any twenty-four (24) hour period.

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

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

PART IV- The provisions of this Ordinance are servable, and if any clause, sentence, section or subsection hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair, or invalidate the

remainder, but shall be confined in its operation and application to the clause, sentence, section or subsection rendered. It is hereby declared that the intent of the Borough of Brentwood Council that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, section, or subsection had not been included therein.

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

ORDAINED AND ENACTED THIS _	DAY OF 2017	BY
THE BOROUGH COUNCIL OF THE BO	OROUGH OF BRENTWOOD.	
ATTEST:	BOROUGH OF BRENTWOOD	
George Zboyovsky, P.E.	John Frombach	
Borough Manager	President of Council	
EXAMINED AND APPROVED BY ME 2017.	E THIS DAY OF	_
	Dennis Troy	
	Mayor	
APPROVED AS TO FORM		
	Gavin Robb	
	Borough Solicitor	



THE BOROUGH OF BRENTWOOD

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

ORDINANCE NO. 2017-1252

"DIGITAL SIGNS"

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

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

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

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

NOW THEREFORE, on this 27th day of March 2017, it is hereby Enacted and Ordained by the Council for the Borough of Brentwood, that;

PART I: AMENDMENTS

Chapter 210, Section 57, of the Code of the Borough of Brentwood is hereby amended in limited as part as follows. Text marked in *bold italics* shall be added to said section and placed in alphabetical order. Text marked with a strikethrough shall be deleted from said section.

§210-57: TYPES OF SIGNS

Digital sign:

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

Comment [EP1]: This definition is designed to broadly limit digital signs and to prevent ambiguity in an era of rapidly changing technology.

Electronic message board:

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

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

Static alphanumeric display:

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

Time and temperature sign:

A sign which indicates changing time and/or temperature.

Chapter 210, Section 58, Subsection B, of the Code of the Borough of Brentwood is hereby amended to read as follows:

§210-58: PROHIBITED AND EXEMPT SIGNS

- B. The following signs shall not be permitted in any zoning district:
 - 1) Pennants, flags, or streamers.
 - 2) Signs advertising a property for sale or rent that lists a use of the property that is inconsistence with the Zoning Ordinance.
 - 3) Signs that resemble any traffic control devise.
 - 4) Signs that contain obscene or pornographic material; this shall include the non-repair of illegal acts of vandalism.
 - 5) Off-premises signs, other than outdoor advertising.
 - 6) Roof signs.
 - 7) Signs on trees, utility poles, and traffic devices.
 - 8) Signs that are hazardous to public safety.

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

§210-61: PERMITTED SIGNS IN COMMERCIAL AND INDUSTRIAL DISTRICTS; CONDITIONS

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

Comment [EP2]: FYI: There is also an alternative unit of measurement known as a foot-candle. Research indicates that, although NITs are somewhat more cumbersome to measure, they give a more accurate reading of the light that is being emitted from the sign. Foot-candles are measured relevant to the ambient light in the sign's surroundings, and thus a value might have a different reading in Brentwood vs. Downtown Pittsburgh or Greene County.

Comment [EP3]: This term is designed to allow digital fuel price signs as a use-by-right. Given recent court rulings on the regulation of content, it is prudent not to use the "fuel price sign" definition found in other ordinances. The use of these types of signs beyond gas stations is rather limited in scope (such as certain discount hotels advertising their nightly rate).

Comment [EP4]: No changes to the restrictions included in the current ordinance. References to LED signs removed.

Comment [EP5]: Although this item is not related to digital signs, because the window sign section was in need of alteration, this change is being proposed at this time. This language is designed to prevent businesses from installing window signs as their permanent identification sign.

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

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

§210-61: PERMITTED SIGNS IN COMMERCIAL AND INDUSTRIAL DISTRICTS; CONDITIONS

K. Digital signs.

- A static alphanumeric display shall be a permitted use in the MUN, CRD, and I districts.
- 2) A digital sign other than a static alphanumeric display shall be permitted only as a conditional use in the MUN, CRD, and I districts.
- 3) No digital sign face shall be installed except as part of a wall sign, ground sign, or pole sign, and the placement and manner of installation of digital sign faces shall be subject to the placement and installation restrictions for the same.
- 4) Digital sign faces shall not exceed an area of fifty (50) square feet in the CRD and I districts. Digital sign faces shall not exceed a height of four (4) feet, a width of five (5) feet, or a total area of twenty (20) square feet in the MUN district.
- 5) No digital sign shall be brighter than is necessary for clear and adequate visibility.
 - a. All digital signs shall have installed ambient light monitors and shall at all times allow such monitor to automatically adjust the brightness level of the digital sign based on ambient light conditions so as to minimize and keep consistent sign brightness.
 - b. The maximum brightness level for such signs shall not exceed five thousand (5,000) NITS when measured from the sign's face at its maximum between dawn and dusk, as those times are determined by the National Weather Service.
 - c. The maximum brightness level for such signs shall not exceed three hundred (300) NITS when measured from the sign's face at its maximum between dusk and dawn, as those times are determined by the National Weather Service.

Comment [EP6]: This section pertains to the allowance of lighted "open" signs. While many ordinances specifically exempt open/hours of operation signs, this may no longer be permissible due to court action. Size restrictions and the above primary sign requirement, however, would highly limit the value of these signs to most businesses (perhaps a restaurant may have a permanent lighted window sign that includes their delivery phone number, for example).

Comment [EP7]: Except in accordance with the additional restrictions for the mixed-use district, digital signs would the subject to the same size, height, etc. regulations as non-digital signs.

- d. No permit shall be issued for the installation of a digital sign unless the applicant has submitted a written certification from the sign manufacturer certifying that the light intensity of the sign has not be preset to exceed the illumination levels established herein and that the intensity level is protected from end-user manipulation by password-protected software or similar security measures.
- 6) All digital signs shall contain a default mechanism that will cause the sign to revert immediately to a black screen in instances of malfunction.
- 7) Digital signs, exclusive of static alphanumeric displays, shall additionally be subject to the following operational limitations:
 - a. Each message or image shall remain static and unchanged for a period of no less than eight (8) seconds.
 - b. No message or image shall be permitted to blink, flash, or move.
 - c. No message shall display any characters with a height of less than nine (9) inches
 - d. No message shall display more than twelve (12) individual words.
 - e. Each message or image shall be complete without continuation of content to the next display or to another sign.
 - f. Each message or image shall be followed by a transition period in which the display reverts to a black screen for a minimum period of three (3) seconds.
 - g. No digital sign shall emit any sound or audio message.
- 8) Digital signs located in the MUN district shall not be placed at a height in excess of twelve (12) feet.
- 9) Digital signs, exclusive of static alphanumeric displays, placed in the MUN district shall be limited to operation between the hours of 7:00 am and 9:00 pm. At all other times, such sign face shall not be illuminated nor shall such sign face display any messages.
- 10) The message contained on a static alphanumeric display shall not be change more frequently than two (2) times in any twenty-four (24) hour period.

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

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

PART IV- The provisions of this Ordinance are servable, and if any clause, sentence, section or subsection hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair, or invalidate the

Comment [EP8]: This section is designed to limit the distracting glare of these signs by setting limits for day/night light emission. Research indicates that, in order to be of similar brightness to traditionally backlit signs, digital signs should emit between 5,000 to 7,000 NITs during the day and 280 and 500 during the night. The numbers included above are based upon recommendations from a study in New York state. The ordinance also puts the burden of proving that these brightness levels will be met on the applicant.

Comment [EP9]: Note that the ordinance would apply the same standards to the commercial and mixed use districts. Peer ordinances vary widely between 5 second and 30 second requirements for similar roadways.

Comment [EP10]: Recommendations are based upon studies from New York state and Montgomery County, PA.

Comment [EP11]: Essentially, no sentence would be allowed to continue into the next message, thereby reducing the likelihood that drivers would remain focused on the sign.

Comment [EP12]: This stipulation has previously been included in approved variance requests.

Comment [EP13]: This language is designed to mitigate the impact of light pollution on residents of the mixed use district.

Comment [EP14]: This section is included to prevent the unlikely scenario of a fuel price sign or similar sign from being manually changed to include multiple messages.

remainder, but shall be confined in its operation and application to the clause, sentence, section or subsection rendered. It is hereby declared that the intent of the Borough of Brentwood Council that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, section, or subsection had not been included therein.

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

ORDAINED AND ENACTED THIS _	DAY OF	2017 BY
THE BOROUGH COUNCIL OF THE BOROUGH OF BRENTWOOD.		
ATTEST:	BOROUGH OF BREN	TWOOD
George Zboyovsky, P.E.	John Frombach	
Borough Manager	President of Council	
EXAMINED AND APPROVED BY MI 2017.	E THIS DAY OF	
	Dennis Troy	
	Mayor	
APPROVED AS TO FORM		
	Gavin Robb	
	Rorough Solicitor	

THE BOROUGH OF BRENTWOOD



MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD PITTSBURGH, PA 15227-3199

Office 412-884-1500 – FAX 412-884-1911 www.brentwoodboro.com

ORDINANCE NO. 2017-1252

"DIGITAL SIGNS"

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

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

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

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

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

PART I: AMENDMENTS

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

§210-57: TYPES OF SIGNS

Digital sign:

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

Electronic message board:

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

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

Static alphanumeric display:

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

Time-and-temperature sign:

A sign which indicates changing time and/or temperature.

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

§210-58: PROHIBITED AND EXEMPT SIGNS

- B. The following signs shall not be permitted in any zoning district:
 - 1) Pennants, flags, or streamers.
 - 2) Signs advertising a property for sale or rent that lists a use of the property that is inconsistence with the Zoning Ordinance.
 - 3) Signs that resemble any traffic control devise.
 - 4) Signs that contain obscene or pornographic material; this shall include the non-repair of illegal acts of vandalism.
 - 5) Off-premises signs, other than outdoor advertising.
 - 6) Roof signs.
 - 7) Signs on trees, utility poles, and traffic devices.
 - 8) Signs that are hazardous to public safety.

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

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

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

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

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

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

K. Digital signs.

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

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

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

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

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

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

ORDAINED AND ENACTED THIS THE BOROUGH COUNCIL OF THE BORO		2017 BY
ATTEST:	BOROUGH OF BRENTWOOD	
George Zboyovsky, P.E.	John Frombach	
Borough Manager	President of Council	

EXAMINED AND APPROVED BY ME THIS DAY OF 2017.		
	Dennis Troy	
	Mayor	
APPROVED AS TO FORM		
	Gavin Robb	
	Borough Solicitor	

THE BOROUGH OF BRENTWOOD



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

Office 412-884-1500 – FAX 412-884-191 www.brentwoodboro.com

ORDINANCE NO. 2017-1252

"DIGITAL SIGNS"

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

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

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

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

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

PART I: AMENDMENTS

Chapter 210, Section 57, of the Code of the Borough of Brentwood is hereby amended in limited as part as follows. Text marked in *bold italics* shall be added to said section and placed in alphabetical order. Text marked with a strikethrough shall be deleted from said section.

§210-57: TYPES OF SIGNS

Digital sign:

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

Electronic message board:

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

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

Static alphanumeric display:

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

Time-and-temperature sign:

A sign which indicates changing time and/or temperature.

Chapter 210, Section 58, Subsection B, of the Code of the Borough of Brentwood is hereby amended to read as follows:

§210-58: PROHIBITED AND EXEMPT SIGNS

- B. The following signs shall not be permitted in any zoning district:
 - 1) Pennants, flags, or streamers.
 - 2) Signs advertising a property for sale or rent that lists a use of the property that is inconsistence with the Zoning Ordinance.
 - 3) Signs that resemble any traffic control devise.
 - 4) Signs that contain obscene or pornographic material; this shall include the non-repair of illegal acts of vandalism.
 - 5) Off-premises signs, other than outdoor advertising.
 - 6) Roof signs.
 - 7) Signs on trees, utility poles, and traffic devices.
 - 8) Signs that are hazardous to public safety.

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

§210-61: PERMITTED SIGNS IN COMMERCIAL AND INDUSTRIAL DISTRICTS; CONDITIONS

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

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

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

§210-61: PERMITTED SIGNS IN COMMERCIAL AND INDUSTRIAL DISTRICTS; CONDITIONS

K. Digital signs.

- 1) A static alphanumeric display shall be a permitted use in the MUN, CRD, and I districts.
- 2) A digital sign other than a static alphanumeric display shall be permitted only as a conditional use in the MUN, CRD, and I districts.
- 3) No digital sign face shall be installed except as part of a wall sign, ground sign, or pole sign, and the placement and manner of installation of digital sign faces shall be subject to the placement and installation restrictions for the same.
- 4) Digital sign faces shall not exceed an area of fifty (50) square feet in the CRD and I districts. Digital sign faces shall not exceed a height of four (4) feet, a width of five (5) feet, or a total area of twenty (20) square feet in the MUN district.
- 5) No digital sign shall be brighter than is necessary for clear and adequate visibility.
 - a. All digital signs shall have installed ambient light monitors and shall at all times allow such monitor to automatically adjust the brightness level of the digital sign based on ambient light conditions so as to minimize and keep consistent sign brightness.
 - b. The maximum brightness level for such signs shall not exceed five thousand (5,000) NITS when measured from the sign's face at its maximum between dawn and dusk, as those times are determined by the National Weather Service.
 - c. The maximum brightness level for such signs shall not exceed three hundred (300) NITS when measured from the sign's face at its maximum between dusk and dawn, as those times are determined by the National Weather Service.

- d. No permit shall be issued for the installation of a digital sign unless the applicant has submitted a written certification from the sign manufacturer certifying that the light intensity of the sign has not be preset to exceed the illumination levels established herein and that the intensity level is protected from end-user manipulation by password-protected software or similar security measures.
- 6) All digital signs shall contain a default mechanism that will cause the sign to revert immediately to a black screen in instances of malfunction.
- 7) Digital signs, exclusive of static alphanumeric displays, shall additionally be subject to the following operational limitations:
 - a. Each message or image displayed on a digital sign located in the CRD or I district shall remain static and unchanged for a period of no less than eight (8) seconds.
 - b. Each message or image displayed on a digital sign located in the MUN district shall remain static and unchanged for a period of no less than thirty (30) seconds, MINUTES

- c. No message or image shall be permitted to blink, flash, or move.
- d. No message shall display any characters with a height of less than nine (9) inches.
- e. No message shall display more than twelve (12) individual words.
- f. Each message or image shall be complete without continuation of content to the next display or to another sign.
- g. Each message or image shall be followed by a transition period in which the display reverts to a black screen for a minimum period of three (3) seconds.
- h. No digital sign shall emit any sound or audio message.
- 8) Digital signs located in the MUN district shall not be placed at a height in excess of twelve (12) feet.
- 9) Digital signs, exclusive of static alphanumeric displays, placed in the MUN district shall be limited to operation between the hours of 7:00 am and 9:00 pm. At all other times, such sign face shall not be illuminated nor shall such sign face display any messages.
- 10) The message contained on a static alphanumeric display shall not be change more frequently than two (2) times in any twenty-four (24) hour period.

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

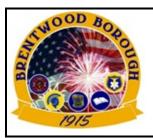
PART III- Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters here in affected.

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

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

ORDAINED AND ENACTED THIS	DAY OF 201	7 BY
THE BOROUGH COUNCIL OF THE	BOROUGH OF BRENTWOOD.	
ATTEST:	BOROUGH OF BRENTWOOD	
George Zboyovsky, P.E.	John Frombach	
Borough Manager	President of Council	
EXAMINED AND APPROVED BY M 2017.	ME THIS DAY OF	
	Dennis Troy	
	Mayor	
APPROVED AS TO FORM		
	Gavin Robb	
	Borough Solicitor	

BOROUGH COUNCIL INFORMATIONAL SHEET AGENDA ITEM 11.b.



SUBJECT: Consider adopting Ordinance No. 2017-1257; amending, in limited part, Chapter 154 of the Borough Code, which pertains to parking.

DATE: April 17, 2017

PRESENTED MR. ERIC PECCON

BY: ASSISTANT BOROUGH MANAGER

SUMMARY:

At its March 13th meeting, the Zoning & Ordinance Committee had an extended conversation on the future of the proposed parking ordinance. After a lively and detailed discussion, the body recommended postponing the enactment of a residential parking permit system until a later date. However, the committee also recommended the implementation of several smaller changes that could have a significant and immediate impact on the parking situation in our densest neighborhoods.

Chapter 154, Article I, which provides general parking regulations, was amended as follows:

- A formula was implemented to determine the number of off-street stalls that are available at a property. The language mirrors the standards included in the zoning code.
- A new section is designed to strengthen enforcement of violations for the parking of unregistered or uninspected autos on the street.
- The ordinance now explicitly states that available driveways and garages must be utilized. However, exceptions will be provided on a case-by-case basis if a site visits determines that a vehicle cannot fit into a stall.
- Tow trucks, dump trucks, and construction vehicles will now be prohibited in all districts unless parked in a garage. Oversized vehicles, including private trucks, will be banned from the street. Commercial vehicles will be required to be stored in a driveway unless none is available.
- Restrictions on the storage of trailers behind the building line have been extended to the mixed-use and commercial districts.
- The ordinance gives a yellow painted curb the same weight as a "no parking" sign, which will increase ease of enforcement.

A new Article III has been added to this chapter. Updates include:

- Sections of four streets have been designated as "business parking zones." Parking will be restricted to residents and permitted business owners. The purpose of this change is to remove employee vehicles from the metered zones to allocate more space for business patrons.
- One block of Brownsville Road will be open to resident parking only. The purpose of this alteration is to

ameliorate parking concerns at a 30+ unit apartment building that contains no parking lot.

Chapter 201 has also been changed to implement a proposed park & ride zone. It has been noted that non-residents are utilizing the dead end street in the rear of GetGo as an unregulated park & ride lot. The Borough could generate revenue by selling permits for parking along this street.

BUDGET IMPACT:

Advertising fees.

RECOMMENDATION:

Advertise the ordinance as presented.

ATTACHMENTS:

Description	Upload Date	Type
DRAFT Ordinance No. 2017-1257- Parking Updates ANNOTATED	3/20/2017	Cover Memo
Ordinance No. 2017-1257- SOLICITOR NOTES	4/13/2017	Cover Memo
Ordinance No. 2017-1257- CLEAN COPY	4/13/2017	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

ORDINANCE NO. 2017-1257

"PARKING ON STREETS AND PRIVATE PROPERTY"

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

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

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

WHEREAS, Brentwood Borough Council has determined that it is necessary to amend its Parking Ordinance to reflect a change in the way that motor vehicles may be parked on streets and private property; and

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

PART I: AMENDMENTS

Chapter 154, Chapter I, of the Code of the Borough of Brentwood is hereby amended in its entirety as follows:

ARTICLE I: GENERAL PROVISIONS

Section 154-1: Applicability

- A. Unless otherwise explicitly stated, the provisions of this Article apply to all zoning districts of the Borough of Brentwood.
- B. This Article shall not be construed so as to prohibit activities pertaining to the loading or unloading of goods from or onto any vehicle, provided that such activities are conducted

Comment [S1]: Under the current ordinance, there are no specific commercial vehicle prohibitions for the MUN and CRD districts.

between the hours of 7:00 AM and 10:00 PM, prevailing time, nor shall this Article prohibit the collection and transportation of solid waste between the hours of 6:00 AM and 8:00 PM, prevailing time, Monday through Saturday.

Section 154-2: Parking space requirements

- A. Parking stalls located on streets that are owned and maintained by the Borough of Brentwood shall have a length of twenty-two (22) feet.
- B. Private parking stalls in the R-1, R-2, and R-3 zoning district, as defined in Chapter 210 of the Brentwood Borough Code, shall have a length of no less than twenty-two (22) feet and a width of no less than nine (9) feet. Each section of off-street, all-weather parking surface that conforms to said dimensions shall be considered to constitute a separate private parking stall.
- C. Private parking stalls in all other zoning districts shall conform to the standards outlined in Chapter 210 of the Brentwood Borough code.

Section 154-3: Definitions

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

Commercial vehicle:

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

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

Construction vehicle

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

Enclosed

A structure containing a permanently affixed, opaque roof and sides that are designed to surround the interior of said structure in its entirety. Said structure must be accessed through permanently affixed doors. A structure shall not be considered as "enclosed" if

Comment [S2]: Collection times altered to reflect language in solid waste ordinance.

Comment [EP3]: The Z&O Committee recommended including an explicit formula for determining the number off-street stalls at a residential property. This language conforms to the present Zoning Code.

Comment [S4]: This term is not defined in the present ordinance.

the roof or any side is covered with a tarpaulin, canvas or cloth cover, plastic sheeting, or any similar temporary material.

Lift kit

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

Oversized vehicle:

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

Park or Parking:

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

Person:

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

Private parking stall:

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

Recreational vehicle

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

Street:

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

Section 154-4: Inspection and registration required

- A. Any motor vehicle parked in the Borough that displays a Commonwealth of Pennsylvania license plate must be registered with the Pennsylvania Department of Motor Vehicles. It shall be unlawful to park any motor vehicle on which the registration has been allowed to expire on any street or private property, except as provided in Subsection D.
- B. Any motor vehicle parked in the Borough that displays a Commonwealth of Pennsylvania license plate must be annually inspected at a Pennsylvania Department of Transportation Inspection Station. It shall be unlawful to park any motor vehicle on which the inspection has been allowed to expire on any street or private property, except as provided in Subsection D.

Comment [EP5]: New definition not included in the 2016 draft. The Z&O Committee recommended this alteration to prevent excessively sized personal vehicles from parking on the street.

Comment [S6]: This new definition is designed to aid with enforcing the requirement that vehicles be stored in a driveway or garage, if available.

Comment [S7]: This term is not presently defined in the current ordinance.

- C. Any motor vehicle parked in the Borough that displays a license plate from a state other than the Commonwealth of Pennsylvania must adhere to any registration or inspection requirements of said state. It shall be unlawful to park any motor vehicle on which said registration or inspection has been allowed to expire on any street or private property, except as provided in Subsection D.
- D. Any vehicle that does not confirm to the requirements of Section 154-4 above may only be parked in an enclosed private garage.

Section 154-5: Use of private parking stalls required

- A. No occupant of a residential unit, or guest thereof, shall be permitted to park a motor vehicle on a street at any time unless all private parking stalls on the property at which such occupant resides are occupied by another motor vehicle.
 - 1. If the length, width, grade, height, or any other physical characteristic of a private parking stall makes it impossible to comply with this requirement, the occupant may apply for a parking permit as outlined in Article II.
 - 2. An occupant shall be permitted to park a motor vehicle in the metered parking zones, as defined in Chapter 201 of the Borough Code, while such occupant patronizes a non-residential use.
 - 3. The owner of a multifamily dwelling may designate private parking stalls for the exclusive use by occupants of certain residential units. In such case, the occupant, or guest thereof, shall not be permitted to park a motor vehicle on a street at any time unless all private parking stalls assigned for the exclusive use of such occupant are occupied by another motor vehicle.
- B. All private parking stalls located at properties containing a non-residential use shall be maintained for the use of employees and/or patrons of such non-residential use.

Section 154-6: Parking of commercial and oversized vehicles

- A. Unless actively engaged in a commercial activity, tow trucks, dump trucks, construction vehicles, and any motor vehicle containing more than two (2) axles shall be prohibited from parking in an R-1, R-2, R-3, or MUN District, as defined in Chapter 210 of the Borough Code, or at any residential unit, unless parked in an enclosed private garage.
- B. Unless actively engaged in a commercial activity, tow trucks, dump trucks, construction vehicles, and any motor vehicle containing more than two (2) axles shall be prohibited from parking in the CRD district, as defined in Chapter 210 of the Borough Code, unless parked behind all front building setback lines of the property on which said commercial vehicle is parked.

Comment [S8]: This language in this section has been strengthened significantly so as to allow for the ticketing of any vehicle with an expired registration or inspection sticker. Additionally language has been added to assist with addressing out-of-state autos.

Comment [S9]: This section is designed to remove any ambiguity from the requirement that driveways and garages must be utilized. Exemptions are provided for driveways and garages that are not usable. I have currently not included any specific length, width, grade, or height figures that would cause a driveway or garage to be considered as "unusable." Language was also included to specify how this requirement would be applied at multifamily buildings.

Comment [S10]: This section is designed to prevent commercial property owners from not maintaining off-street stalls, such as has occurred at the Mokwa Buildings.

Comment [S11]: The present ordinance prohibits these classes of vehicles, but it only applies to residential zoning districts.

- C. Unless actively engaged in a commercial activity, all oversized vehicles and all commercial vehicles, except as further regulated in Subsection A, shall be parked in a private parking stall.
- D. Except as prohibited under Subsection A and Subsection C, if a property does not contain a private parking stall, the Chief of Police may issue a permit for the parking of said commercial vehicle on the street.
- E. Any application for a commercial vehicle parking permit shall be made in writing on a standardized form. The fee for such permit shall be set by resolution of Borough Council.
- F. No more than one (1) permit shall be issued to any person. No more than one (1) permit shall be issued in conjunction with any individual residential unit or non-residential use.
- G. The permit shall be plainly displayed on the commercial vehicle for which said permit was issued.
- H. The permit shall not be transferred from the commercial vehicle for which said permit was issued.
- The Chief of Police may impose reasonable conditions related to the use and maintenance
 of such permit, which conditions must be stated in writing at the time that such permit is
 issued.
- J. The Chief of Police may revoke the permit from any person who violates any provision of this Article.
- K. Any person may appeal the denial or revocation of a commercial vehicle parking permit to the Borough Mayor.

Section 154-7: General parking regulations

- A. It is unlawful to park any motor vehicle at any time where a "no parking" sign has been erected or the curb adjacent to a street has been painted yellow.
- B. Any boat, boat trailer, utility trailer, or recreational vehicle must be parked in accordance with the following standards:
 - 1. No such vehicle shall be parked on any street at any time.
 - 2. Such vehicle shall be parked in an enclosed private garage or in a driveway that is located behind all front building setback lines of the property on which said vehicle is parked.

Comment [EP12]: The 2016 draft proposed that, if a property contains a garage or features a rear driveway, commercial vehicles must be parked in such location. The revised draft simply requires these vehicles to be stored off the street unless no driveway is available.

Comment [S13]: This section maintains the commercial permit parking system but strengthens regulations to remove oversized vehicles from the street.

Comment [EP14]: Yellow paint is currently utilized only as courtesy reminder. The Z&O Committee recommended updating the ordinance to give a yellow curb the same meaning as a "no parking" sign.

Comment [S15]: The boat and trailer requirements currently apply only to residential districts. The length limitation has been removed.

C. No motor vehicle having a lift kit installed thereon and having a bumper height in excess of thirty (30) inches as measured from ground level to the highest point of said bumper, may be parked in an R-1, R-2, R-3, or at any residential unit, as defined in Chapter 210 of the Borough Code, unless parked in an enclosed garage.

Section 154-8: Construal of provisions

No provision of this Article shall be construed so as to prevent the placement of dumpsters or portable storage containers in private parking stalls, as permitted under Chapter 174 of the Borough Code.

Section 154-9: Violations and penalties

Any person who violates any provision of this Article, upon conviction thereof by a District Justice or other court, shall be sentenced to pay a fine of \$15.00, plus the costs of prosecution. Each day during which such violation occurs shall constitute a separate offense.

Chapter 154, Chapter III, is hereby added to the Code of the Borough of Brentwood and shall read as follows:

ARTICLE III: SPECIAL PARKING AREAS

Section 154-16: Establishment of business permit parking zones

- A. A non-residential use shall be defined as any parcel of real property, or portion thereof, utilized for a purpose other than residential occupancy.
- B. Any owner of a non-residential use that abuts the meter parking zones, as defined in Chapter 201 of the Borough Code, may apply for no more than one (1) business parking permit which shall be used exclusively by said owner or an employee thereof.
- C. Each issued permit shall confer to the owner or employee the right to park a motor vehicle between the hours of 6:00 AM and 6:00 PM, prevailing time, on the following streets, provided that the parking of said motor vehicle must adhere to the conditions outlined in Article I:
 - 1. Clermont Avenue between Brentwood Avenue and East Bellecrest Avenue.
 - 2. Dalewood Street between Grad Street and Burdine Avenue.
 - 3. Pary Street between Hillson Avenue and Munsey Avenue.
 - 4. Pointview Road between Brownsville Road and Woodrow Avenue.

Comment [S16]: Language has been added to ensure that such vehicles cannot be parked at any residences, regardless of zoning classification.

Comment [EP17]: Definition was included in the original 2016 draft, but it has been relocated due to the removal of the residential permit parking undates.

Comment [S18]: During the presentation of the 2016 draft, there was a suggestion to perhaps allow for additional permits for businesses with a larger number of employees.

Comment [S19]: The 6PM ending time is to provide a transitional period during which business owners can move their vehicles back to Brownsville Road following the expiration of meter enforcement hours.

D. During the restricted times described in Subsection B above, a residential parking permit, as described in Section 154-10, or a business parking permit shall be permitted to park a motor vehicle in the business permit parking zones.

Section 154-17: Establishment of special parking zones

A residential parking permit as described in Section 154-11 shall be required to park a motor vehicle at any time on the following streets:

1. Brownsville Road between Bellecrest Avenue and Francis Avenue.

Section 154-18: Signs and enforcement

- A. Signs shall be placed on any street in which parking is restricted under this Article, and such signs shall outline the restrictions set forth herein.
- B. The Chief of Police and/or his designee are empowered to enforce the provisions of this Article.

Section 154-19: Violations and penalties

Any person who violates any provision of this Article, upon conviction thereof by a District Justice or other court, shall be sentenced to pay a fine of \$15.00, plus the costs of prosecution. Each day during which such violation occurs shall constitute a separate offense.

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

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

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

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

Comment [S20]: Permits residents of the business parking zone streets to store their vehicle on the street during the day if necessary. Note that, although this language mentions permits, it does not require the Borough to implement a true permit parking system.

Comment [S21]: The parking meters in this block are highly underutilized. Additionally, an apartment structure in this block contains approximately 30 blocks but features no off-street parking. Chief Zeppuhar proposed this change to allow such space to be better utilized.

Comment [S22]: Language has been changed to allow the meter personnel to address parking regulations

ORDAINED AND ENACTED THIS THE BOROUGH COUNCIL OF THE BOROU		2017 BY
ATTEST:	BOROUGH OF	BRENTWOOD
George Zboyovsky, P.E.	John Frombach	
Borough Manager	President of Council	
EXAMINED AND APPROVED BY ME THIS 2017		DAY OF
	Dennis Troy	
	Mayor	
APPROVED AS TO FORM		-
	Gavin Robb	
	Borough Solicitor	



THE BOROUGH OF BRENTWOOD

MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD PITTSBURGH, PA 15227-3199

Office 412-884-1500 – FAX 412-884-1911 www.brentwoodboro.com

ORDINANCE NO. 2017-1257

"PARKING ON STREETS AND PRIVATE PROPERTY"

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

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

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

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

NOW THEREFORE, on this _____day of _______2017, it is hereby Enacted and Ordained by the Council for the Borough of Brentwood, that:

PART I: AMENDMENTS

Chapter 154, Chapter Article I_{τ} of the Code of the Borough of Brentwood is hereby amended and restated in its entirety as follows:

ARTICLE I: GENERAL PROVISIONS

Section 154-1: Applicability

A. Unless otherwise explicitly stated, the provisions of this Article <u>shall</u> apply to all zoning districts of the Borough of Brentwood.

B. This Article shall not be construed so as to prohibit activities pertaining to the loading or unloading of goods from or onto any vehicle, provided that such activities are conducted between the hours of 7:00 AM and 10:00 PM, prevailing time, nor shall this Article prohibit the collection and transportation of solid waste between the hours of 6:00 AM and 8:00 PM, prevailing time, Monday through Saturday.

Section 154-2: Parking space requirements

- A. Parking stalls located on streets that are owned and maintained by the Borough of Brentwood shall have a length of twenty-two (22) feet.
- B. Private parking stalls in the R-1, R-2, and R-3 zoning Zoning district Districts, as defined in Chapter 210 of the Brentwood Borough Code, shall have a length of no less than twenty-two (22) feet and a width of no less than nine (9) feet. Each section of off-street, all-weather parking surface that conforms to said dimensions shall be considered to constitute a separate private parking stall.
- C. Private parking stalls in all other zoning districts shall conform to the standards outlined in Chapter 210 of the Brentwood Borough code.

Section 154-3: Definitions

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

Commercial vehicle:

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

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

Construction vehicle

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

Enclosed

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

Lift kit

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

Oversized vehicle:

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

Park or Parking:

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

Person:

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

Private parking stall:

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

Recreational vehicle

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

Street:

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

Section 154-4: Inspection and registration required

A. Any motor vehicle parked in the Borough must display a valid license plate.

A.B. Any motor vehicle parked in the Borough that displays a Commonwealth of Pennsylvania license plate must be registered with the Pennsylvania Department of Motor Vehicles. It shall be unlawful to park any motor vehicle on which the registration has been allowed to expire on any street or private property, except as provided in Subsection D.

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B.C. __Any motor vehicle parked in the Borough that displays a Commonwealth of Pennsylvania license plate must be annually inspected at a Pennsylvania Department of Transportation Inspection Station. It shall be unlawful to park any motor vehicle on which the inspection has been allowed to expire on any street or private property, except as provided in Subsection D.
C.D. __Any motor vehicle parked in the Borough that displays a license plate from a state other than the Commonwealth of Pennsylvania must adhere to any registration or inspection requirements of said state. It shall be unlawful to park any motor vehicle on which said registration or inspection has been allowed to expire on any street or private property, except as provided in Subsection D.
D.E. __Any vehicle that does not confirm to the requirements of Section 154-4 above may only be parked in an enclosed private garage.

Section 154-5: Use of private parking stalls required

- A. No occupant of a residential unit, or guest thereof, shall be permitted to park a motor vehicle on a street at any time unless all private parking stalls on the property at which such occupant resides are occupied by another motor vehicle.
 - 1. If the length, width, grade, height, or any other physical characteristic of a private parking stall makes it impossible to comply with this requirement, the occupant may apply for a parking permit as outlined in Article II of this Chapter.
 - 2. An occupant shall be permitted to park a motor vehicle in the metered parking zones upon payment of the parking fee, as defined in Chapter 201 of the Borough Code, while such occupant patronizes a non-residential use.
 - 3. The owner of a multifamily dwelling may designate private parking stalls for the exclusive use by occupants of certain residential units. In such case, the occupant, or guest thereof, shall not be permitted to park a motor vehicle on a street at any time unless all private parking stalls assigned for the exclusive use of such occupant are occupied by another motor vehicle.
- B. All private parking stalls located at properties containing a non-residential use shall be maintained for the use of employees and/or patrons of such non-residential use.

Section 154-6: Parking of commercial and oversized vehicles

A. Unless actively engaged in a commercial activity, tow trucks, dump trucks, construction vehicles, and any motor vehicle containing more than two (2) axlesany oversized vehicles shall be prohibited from parking in an R-1, R-2, R-3, or MUN District, as defined in Chapter 210 of the Borough Code, or at any residential unit, unless parked in an enclosed private garage.

- B. Unless actively engaged in a commercial activity, tow trucks, dump trucks, construction vehicles, and any motor vehicle containing more than two (2) axlesoversized vehicle shall be prohibited from parking in the CRD district, as defined in Chapter 210 of the Borough Code, unless parked behind all front building setback lines of the property on which said commercial vehicle is parked.
- C. Unless actively engaged in a commercial activity, all oversized vehicles and all commercial vehicles, except as further regulated in Subsection A, shall be parked in a private parking stall.
- D. Except as prohibited under Subsection A and Subsection C, if a property does not contain a private parking stall, the Chief of Police may issue a permit for the parking of said_a commercial vehicle on the street.
- E. Any application for a commercial vehicle parking permit shall be made in writing on a standardized form. The fee for such permit shall be set by resolution of Borough Council.
- F. No more than one (1) permit shall be issued to any person. No more than one (1) permit shall be issued in conjunction with any individual residential unit or non-residential use.
- G. The permit shall be plainly displayed on the commercial vehicle for which said permit was issued.
- H. The permit shall not be transferred from the commercial vehicle for which said permit was issued.
- I. The Chief of Police may impose reasonable conditions related to the use and maintenance of such permit, which conditions must be stated in writing at the time that such permit is issued.
- J. The Chief of Police may revoke the permit from any person who violates any provision of this Article.
- K. Any person may appeal the denial or revocation of a commercial vehicle parking permit to the Borough Mayor.

Section 154-7: General parking regulations

- A. It is unlawful to park any motor vehicle at any time where a "no parking" sign has been erected or the curb adjacent to a street has been painted yellow.
- B. Any boat, boat trailer, utility trailer, or recreational vehicle must be parked in accordance with the following standards:

- 1. No such vehicle shall be parked on any street at any time.
- 2. Such vehicle shall be parked in an enclosed private garage or in a driveway that is located behind all front building setback lines of the property on which said vehicle is parked.
- C. No motor vehicle having a lift kit installed thereon and having a bumper height in excess of thirty (30) inches as measured from ground level to the highest point of said bumper, may be parked in an R-1, R-2, R-3, or at any residential unit, as defined in Chapter 210 of the Borough Code, unless parked in an enclosed garage.

Section 154-8: Construal of provisions

No provision of this Article shall be construed so as to prevent the placement of dumpsters or portable storage containers in private parking stalls, as permitted under Chapter 174 of the Borough Code.

Section 154-9: Violations and penalties

Any person who violates any provision of this Article, upon conviction thereof by a District Justice or other court, shall be sentenced to pay a fine of \$15.00, plus the costs of prosecution. Each day during which such violation occurs shall constitute a separate offense.

Chapter 154, Chapter Article III, is hereby added to the Code of the Borough of Brentwood and shall read as follows:

ARTICLE III: SPECIAL PARKING AREAS

Section 154-16: Establishment of business permit parking zones

- A. A non-residential use shall be defined as any parcel of real property, or portion thereof, utilized for a purpose other than residential occupancy.
- B. Any owner of a non-residential use that abuts the meter parking zones, as defined in Chapter 201 of the Borough Code, may apply for no more than one (1) business parking permit which shall be used exclusively by said owner or an employee thereof.
- C. Each issued permit shall confer to the owner or employee the right to park a motor vehicle between the hours of 6:00 AM and 6:00 PM, prevailing time, on the following streets, provided that the parking of said motor vehicle must adhere to the conditions outlined in Article I:

- 1. Clermont Avenue between Brentwood Avenue and East Bellecrest Avenue.
- 2. Dalewood Street between Grad Street and Burdine Avenue.
- 3. Pary Street between Hillson Avenue and Munsey Avenue.
- 4. Pointview Road between Brownsville Road and Woodrow Avenue.
- D. Between the hours of 6:00 AM and 6:00 PMDuring the restricted times described in Subsection B above, a motor vehicle with a residential parking permit, as described in Section 154-10, or a business parking permit shall be permitted to park a motor vehicle in the business permit parking zones.

Section 154-17: Establishment of special parking zones

A residential parking permit as described in Section 154-11 Article II shall be required to park a motor vehicle at any time on the following streets:

1. Brownsville Road between Bellecrest Avenue and Francis Avenue.

Section 154-18: Signs and enforcement

- A. Signs shall be placed on any street in which parking is restricted under this Article, and such signs shall outline the restrictions set forth herein.
- B. The Chief of Police and/or his designees are empowered to enforce the provisions of this Article.

Section 154-19: Violations and penalties

Any person who violates any provision of this Article, upon conviction thereof by a District Justice or other court, shall be sentenced to pay a fine of \$15.00, plus the costs of prosecution. Each day during which such violation occurs shall constitute a separate offense.

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

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

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

Brentwood Council that this Ordinance would I unconstitutional clause, sentence, section, or su PART V- This Ordinance is effective immediremain in effect hereafter until revised, amen Borough of Brentwood.	bsection had not been incluately upon enactment accounts	ording to law, and shall
ORDAINED AND ENACTED THIS THE BOROUGH COUNCIL OF THE BOROU		2017 BY
ATTEST:	BOROUGH OF	BRENTWOOD
George Zboyovsky, P.E. Borough Manager	John Frombach President of Council	
EXAMINED AND APPROVED BY ME THIS 2017	3	_DAY OF
	Dennis Troy	_
	Mayor	
APPROVED AS TO FORM	Gavin Robb Borough Solicitor	_



THE BOROUGH OF BRENTWOOD

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

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ORDINANCE NO. 2017-1257

"PARKING ON STREETS AND PRIVATE PROPERTY"

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

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

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

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

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

PART I: AMENDMENTS

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

ARTICLE I: GENERAL PROVISIONS

Section 154-1: Applicability

- A. Unless otherwise explicitly stated, the provisions of this Article shall apply to all zoning districts of the Borough of Brentwood.
- B. This Article shall not be construed so as to prohibit activities pertaining to the loading or unloading of goods from or onto any vehicle, provided that such activities are conducted between the hours of 7:00 AM and 10:00 PM, nor shall this Article prohibit the collection and transportation of solid waste between the hours of 6:00 AM and 8:00 PM, Monday through Saturday.

Section 154-2: Parking space requirements

- A. Where designated by approved markings, parking stalls located on streets that are owned and maintained by the Borough of Brentwood shall have a length of twenty-two (22) feet.
- B. Private parking stalls in the R-1, R-2, and R-3 Zoning Districts shall have a length of no less than twenty-two (22) feet and a width of no less than nine (9) feet. Each section of such off-street surface that conforms to said dimensions shall be considered to constitute a separate private parking stall.
- C. Private parking stalls in all other zoning districts shall conform to the standards outlined in Chapter 210 of the Brentwood Borough code.

Section 154-3: Definitions

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

Commercial vehicle:

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

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

Construction vehicle

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

Enclosed

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

Lift kit

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

Oversized vehicle:

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

Park or Parking:

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

Person:

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

Private parking stall:

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

Recreational vehicle

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

Street:

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

Section 154-4: Inspection and registration required

- A. Any motor vehicle parked in the Borough must display a valid license plate.
- B. Any motor vehicle parked in the Borough that displays a Commonwealth of Pennsylvania license plate must be registered with the Pennsylvania Department of Motor Vehicles. It shall be unlawful to park any motor vehicle on which the registration has been allowed to expire on any street or private property, except as provided in Subsection D.
- C. Any motor vehicle parked in the Borough that displays a Commonwealth of Pennsylvania license plate must be annually inspected at a Pennsylvania Department of Transportation Inspection Station. It shall be unlawful to park any motor vehicle on which the inspection has been allowed to expire on any street or private property, except as provided in Subsection D.

- D. Any motor vehicle parked in the Borough that displays a license plate from a state other than the Commonwealth of Pennsylvania must adhere to any registration or inspection requirements of said state. It shall be unlawful to park any motor vehicle on which said registration or inspection has been allowed to expire on any street or private property, except as provided in Subsection D.
- E. Any vehicle that does not confirm to the requirements of Section 154-4 above may only be parked in an enclosed private garage.

Section 154-5: Use of private parking stalls required

- A. No occupant of a residential unit, or guest thereof, shall be permitted to park a motor vehicle on a street at any time unless all private parking stalls on the property at which such occupant resides are occupied by another motor vehicle.
 - 1. If the length, width, grade, height, or any other physical characteristic of a private parking stall makes it impossible to comply with this requirement, the occupant may apply for a parking permit as outlined in Article II of this Chapter.
 - 2. An occupant shall be permitted to park a motor vehicle in the metered parking zones upon payment of the parking fee, as defined in Chapter 201 of the Borough Code, while such occupant patronizes a non-residential use.
 - 3. The owner of a multifamily dwelling may designate private parking stalls for the exclusive use by occupants of certain residential units. In such case, the occupant, or guest thereof, shall not be permitted to park a motor vehicle on a street at any time unless all private parking stalls assigned for the exclusive use of such occupant are occupied by another motor vehicle.
- B. All private parking stalls located at properties containing a non-residential use shall be maintained for the use of employees and/or patrons of such non-residential use.

Section 154-6: Parking of commercial and oversized vehicles

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

- D. Except as prohibited under Subsection A and Subsection C, if a property does not contain a private parking stall, the Chief of Police may issue a permit for the parking of a commercial vehicle on the street.
- E. Any application for a commercial vehicle parking permit shall be made in writing on a standardized form. The fee for such permit shall be set by resolution of Borough Council.
- F. No more than one (1) permit shall be issued to any person. No more than one (1) permit shall be issued in conjunction with any individual residential unit or non-residential use.
- G. The permit shall be plainly displayed on the commercial vehicle for which said permit was issued.
- H. The permit shall not be transferred from the commercial vehicle for which said permit was issued.
- I. The Chief of Police may impose reasonable conditions related to the use and maintenance of such permit, which conditions must be stated in writing at the time that such permit is issued.
- J. The Chief of Police may revoke the permit from any person who violates any provision of this Article.
- K. Any person may appeal the denial or revocation of a commercial vehicle parking permit to the Borough Mayor.

Section 154-7: General parking regulations

- A. It is unlawful to park any motor vehicle at any time where a "no parking" sign has been erected or the curb adjacent to a street has been painted yellow.
- B. Any boat, boat trailer, utility trailer, or recreational vehicle must be parked in accordance with the following standards:
 - 1. No such vehicle shall be parked on any street at any time.
 - 2. Such vehicle shall be parked in an enclosed private garage or in a driveway that is located behind all front building setback lines of the property on which said vehicle is parked.
- C. No motor vehicle having a lift kit installed thereon and having a bumper height in excess of thirty (30) inches as measured from ground level to the highest point of said bumper, may be parked in an R-1, R-2, R-3, or at any residential unit, unless parked in an enclosed garage.

Section 154-8: Construal of provisions

No provision of this Article shall be construed so as to prevent the placement of dumpsters or portable storage containers in private parking stalls, as permitted under Chapter 174 of the Borough Code.

Section 154-9: Violations and penalties

Any person who violates any provision of this Article, upon conviction thereof by a District Justice or other court, shall be sentenced to pay a fine of \$15.00, plus the costs of prosecution. Each day during which such violation occurs shall constitute a separate offense.

Chapter 154, Article III, is hereby added to the Code of the Borough of Brentwood and shall read as follows:

ARTICLE III: SPECIAL PARKING AREAS

Section 154-16: Establishment of business permit parking zones

- A. A non-residential use shall be defined as any parcel of real property, or portion thereof, utilized for a purpose other than residential occupancy.
- B. Any owner of a non-residential use that abuts the meter parking zones, as defined in Chapter 201 of the Borough Code, may apply for no more than one (1) business parking permit which shall be used exclusively by said owner or an employee thereof.
- C. Each issued permit shall confer to the owner or employee the right to park a motor vehicle between the hours of 6:00 AM and 6:00 PM on the following streets, provided that the parking of said motor vehicle must adhere to the conditions outlined in Article I:
 - 1. Clermont Avenue between Brentwood Avenue and East Bellecrest Avenue.
 - 2. Dalewood Street between Grad Street and Burdine Avenue.
 - 3. Pary Street between Hillson Avenue and Munsey Avenue.
 - 4. Pointview Road between Brownsville Road and Woodrow Avenue.
- D. Between the hours of 6:00 AM and 6:00 PM, a motor vehicle with a residential parking permit, as described in Section 154-10, or a business parking permit shall be permitted to park in the business permit parking zones.

Section 154-17: Establishment of special parking zones

A residential parking permit as described in Article II shall be required to park a motor vehicle at any time on the following streets:

1. Brownsville Road between Bellecrest Avenue and Francis Avenue.

Section 154-18: Signs and enforcement

- A. Signs shall be placed on any street in which parking is restricted under this Article, and such signs shall outline the restrictions set forth herein.
- B. The Chief of Police and/or his designees are empowered to enforce the provisions of this Article.

Section 154-19: Violations and penalties

Any person who violates any provision of this Article, upon conviction thereof by a District Justice or other court, shall be sentenced to pay a fine of \$15.00, plus the costs of prosecution. Each day during which such violation occurs shall constitute a separate offense.

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

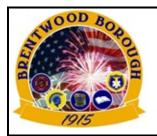
PART III- Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed to the extent of such conflict.

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

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

ATTEST:	BOROUGH OF BRE	ENTWOOD
THE BOROUGH COUNCIL OF THE BOROUG	GH OF BRENTWOOD.	
ORDAINED AND ENACTED THIS	DAY OF	2017 BY

George Zboyovsky, P.E.	John Frombach	
Borough Manager	President of Council	
EXAMINED AND APPROVED BY ME THIS 2017		DAY OF
	Dennis Troy	_
	Mayor	
APPROVED AS TO FORM		-
	Gavin Robb	
	Borough Solicitor	



BOROUGH COUNCIL INFORMATIONAL SHEET AGENDA ITEM 11.c.

SUBJECT: Consider adopting Ordinance No. 2017-1258; amending, in limited part, Chapter 201 of the Borough Code, which pertains to metered parking.

DATE: April 17, 2017

PRESENTED MR. ERIC PECCON
BY: ASSISTANT MANAGER

SUMMARY:

This ordinance is the companion to Ordinance No. 1257, and it is based upon the results of the March 13th Zoning & Ordinance Committee meeting. Chapter 201 has also changed to implement a proposed park & ride zone. It has been noted that non-residents are utilizing the dead end street in the rear of GetGo as an unregulated park & ride lot. The Borough could generate revenue by selling permits for parking along this street.

BUDGET IMPACT:

Advertising fees. Potential revenue source from parking fees.

RECOMMENDATION:

Advertise the ordinance as presented.

ATTACHMENTS:

Description	Upload Date	Type
DRAFT Ordinance No. 2017-1258- Paid Parking Zonings ANNOTATED	3/27/2017	Cover Memo
Ordinance No. 2017-1258- SOLICITOR NOTES	4/13/2017	Cover Memo
Ordinance No. 2017-1258 CLEAN COPY	4/13/2017	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

ORDINANCE NO. 2017-1258

"PAID PARKING ZONES"

AN ORDINANCE OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING IN ITS ENTIRETY CHAPTER 201, ARTICLE I, OF THE CODE OF THE BOROUGH OF BRENTWOOD, WHICH PERTAINS TO PARKING.

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

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

WHEREAS, Brentwood Borough Council has determined that it is necessary to amend its Parking Meter Ordinance to control the storage of vehicles in an area that is popularly utilized by non-residents as an unregulated park and ride facility; and

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

PART I: AMENDMENTS

Chapter 201, Article I, of the Code of the Borough of Brentwood is hereby amended in its entirety as follows:

Article I: Paid Parking Zones

Section 201-1: Metered parking zones established

It shall be unlawful for the owner or the operator of any motor vehicle to park such vehicle between the hours of 9:00AM and 5:00PM, prevailing time, on Mondays through Fridays or between the hours of 9:00AM and 1:00PM, prevailing time, on Saturdays, in designated parking stalls in the metered parking zone of the Borough of Brentwood unless the owner or operator has made payment at the parking meter controlling said stall. The metered parking zone shall include the portions of the streets described and designated as follows:

1. Brownsville Road between Sankey Avenue and Bellecrest Avenue

Comment [EP1]: Such change would be necessary to implement Chief Zeppuhar's proposal to eliminate the parking meters between Bellecrest and Francis Avenues. A special permit parking zone is proposed to be established in its place.

- 2. Brownsville Road between Hillson Avenue and Hillman Avenue
- 3. Brownsville Road between Towne Square Way and Dewalt Avenue
- 4. Dewalt Avenue between Brownsville Road and Lawnview Avenue
- 5. Meadowbrook Boulevard between Brownsville Road and Dalewood Street

Section 201-2: Parking fees; time limits.

- A. Upon entering any designated parking stall in the metered parking zone, the owner or operator of any motor vehicle shall immediately make payment at the parking meter controlling said stall sufficient to cover the time that said owner or operator intends to occupy the stall.
- B. The fee for parking a motor vehicle in the metered parking zone shall be one dollar (\$1.00) per hour.
- C. No motor vehicle may be parked in the metered parking zone for greater than two (2) consecutive hours.

Section 201-3: Exemptions to certain provisions.

No fee shall be assessed to park a motor vehicle in the metered parking zone on Sundays or on any legal holiday marked by the suspension of business of the Borough of Brentwood.

Section 201-4: Characteristics of metered parking stalls.

- A. Each parking meter installed in the metered parking zone shall be placed upon the sidewalk and immediately adjacent to the designated parking stalls controlled by said meter.
- B. Each parking meter installed shall indicate by a proper legend the legal parking time and the commensurate fee and, when occupied, shall indicate the duration of the period of legal parking and, on the expiration of such period, shall indicate unlawful overtime parking.
- C. Lines shall be painted upon the street adjacent to each parking meter for the purpose of defining the designated parking stall controlled by said meter.

Section 201-5: Park & ride zone established

It shall be unlawful for the owner or the operator of any motor vehicle to park such vehicle between the hours of 9:00AM and 5:00PM, prevailing time, on Mondays through Fridays, in designated parking stalls in the park & ride zone of the Borough of Brentwood unless the owner or operator has purchased a parking permit for the same. The park & ride zone shall include the portions of the streets described and designated as follows:

 Old Clairton Road from Marylea Avenue to its terminus approximately 240 feet to the northeast.

Section 201-6: Parking fees; time limits

- A. The Borough shall sell permits, on a first-come, first served basis, for the parking of motor vehicles in the park & ride zone.
- B. The fee for such permit shall be set by resolution of Brentwood Borough Council. Each permit shall be prepaid and valid for a period of three (3) months.

Section 201-7: Violations and penalties.

- A. If any motor vehicle remains in any parking stall in the metered parking zone for such length of time that the meter shall indicate by a proper signal that the lawful parking time has expired, or if such vehicle remains in said stall for greater than two (2) consecutive hours, said vehicle shall be considered as having been parked overtime. Every hour that a vehicle remains parked overtime shall constitute a separate violation of this article.
- B. Any owner or operator who allows a motor vehicle to be parked overtime, or any owner or operator who allows a motor vehicle to be parked in the park & ride zone without a permit, shall be issued a parking violation notice and ordered to pay a fine of ten dollars (\$10). If said owner or operator does not satisfy said fine within forty-eight (48) hours, then a late penalty of five (\$5) dollars shall be additionally assessed against said owner or operator.
- C. If the owner or operator fails to respond to the parking citation within fifteen (15) days of issuance, the Borough shall proceed with the issuance of a citation in accordance with the Pennsylvania Rules of Criminal Procedure. Upon conviction by the Magisterial District Justice, the defendant shall be ordered to pay the applicable fine plus the costs of prosecution.
- **PART II-** The Borough Manager, Police Department, Borough Solicitor, and all others employed or appointed by the Borough of Brentwood, are authorized to take any and all action necessary to ensure implementation of this Ordinance and to effectuate the purpose hereof.
- **PART III-** Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters here in affected.
- **PART IV-** The provisions of this Ordinance are servable, and if any cause, sentence, section or subsection hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair, or invalidate the remainder, but shall be confined in its operation and application to the clause, sentence, or subsection rendered. It is hereby declared that the intent of the Borough of Brentwood Council that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, section, or subsection had not been included therein.
- **PART V-** This Ordinance is effective immediately upon enactment according to law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Council of the Borough of Brentwood.

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

Comment [EP2]: The small, dead end section of street behind GetGo is currently being utilized as a free park & ride zone. Chief Zeppuhar performed several spot studies of the autos that are stored in this area and concluded that a very limited number of Brentwood residents are using these spaces. It has been proposed to sell prepaid permits for the use of such spaces. The cost of a permit would be set in the annual fee resolution. Even at a \$3 to \$5 per day price, such spaces would be desirable, due to the prohibitive cost of parking in a Downtown lot.

Comment [EP3]: Meter parking violation rates would be extended to the park & ride zone.

ATTEST: BOROUGH		NTWOOD
George Zboyovsky, P.E. Borough Manager	John Frombach President of Council	
EXAMINED AND APPROVED BY ME THIS _	DAY OF	2017
	Dennis Troy Mayor	
APPROVED AS TO FORM	Gavin Robb Borough Solicitor	





THE BOROUGH OF BRENTWOOD

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

ORDINANCE NO. 2017-1258

"PAID PARKING ZONES"

AN ORDINANCE OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING IN ITS ENTIRETY CHAPTER 201, ARTICLE I, OF THE CODE OF THE BOROUGH OF BRENTWOOD, WHICH PERTAINS TO PARKING.

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

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

WHEREAS, Brentwood Borough Council has determined that it is necessarywould further the health, safety and welfare of its residents to amend its Parking Meter Ordinance to control the storage of vehicles in an area that is popularly utilized by non-residents as an unregulated park and ride facility; and.

NOW THEREFORE, on this _	day of _	2017, it is hereby Enacted and
Ordained by the Council for the l	Borough o	of Brentwood, that:

PART I: AMENDMENTS

Chapter 201, Article I, of the Code of the Borough of Brentwood is hereby amended <u>and restated</u> in its entirety as follows:

Article I: Paid Parking Zones

Section 201-1: Metered parking zones established

It shall be unlawful for the owner or the operator of any motor vehicle to park such vehicle between the hours of 9:00AM and 5:00PM, prevailing time, on Mondays through Fridays or between the hours of 9:00AM and 1:00PM, prevailing time, on Saturdays, in designated parking stalls in the metered parking zone of the Borough of Brentwood unless the owner or operator has made payment at the parking meter controlling said stall. The metered parking zone shall include the portions of the streets described and designated as follows:

- 1. Brownsville Road between Sankey Avenue and Bellecrest Avenue
- 2. Brownsville Road between Hillson Avenue and Hillman Avenue
- 3. Brownsville Road between Towne Square Way and Dewalt Avenue
- 4. Dewalt Avenue between Brownsville Road and Lawnview Avenue
- 5. Meadowbrook Boulevard between Brownsville Road and Dalewood Street

Section 201-2: Parking fees; time limits.

- A. Upon entering any designated parking stall in the metered parking zone, the owner or operator of any motor vehicle shall immediately make payment at the parking meter controlling said stall sufficient to cover the time that said owner or operator intends to occupy the stall.
- B. The fee for parking a motor vehicle in the metered parking zone shall be one dollar (\$1.00) per hour.
- C. No motor vehicle may be parked in the metered parking zone for greater than two (2) consecutive hours.

Section 201-3: Exemptions to certain provisions.

No fee shall be assessed to park a motor vehicle in the metered parking zone on Sundays or on any legal holiday marked by the suspension of business of the Borough of Brentwood.

Section 201-4: Characteristics of metered parking stalls.

- A. Each parking meter installed in the metered parking zone shall be placed upon the sidewalk and immediately adjacent to the designated parking stalls controlled by said meter.
- B. Each parking meter installed shall indicate by a proper legend the legal parking time and the commensurate fee and, when occupied, shall indicate the duration of the period of legal parking and, on the expiration of such period, shall indicate unlawful overtime parking.
- C. Lines shall be painted upon the street adjacent to each parking meter for the purpose of defining the designated parking stall controlled by said meter.

Section 201-5: Park & ride zone established

It shall be unlawful for the owner or the operator of any motor vehicle to park such vehicle between the hours of 9:00AM and 5:00PM, prevailing time, on Mondays through Fridays, in designated parking stalls in the park & ride zone of the Borough of Brentwood unless the owner or operator has purchased a parking permit for the same. The park & ride zone shall include the portions of the streets described and designated as follows:

1. Old Clairton Road from Marylea Avenue to its terminus approximately 240 feet to the northeast.

Section 201-6: Parking fees; time limits

- A. The Borough shall sell permits, on a first-come, first served basis, for the parking of motor vehicles in the park & ride zone.
- B. The fee for such permit shall be set by resolution of Brentwood Borough Council. Each permit shall be prepaid and valid for a period of three (3) months.

Section 201-7: Violations and penalties.

- A. If any motor vehicle remains in any parking stall in the metered parking zone for such length of time that the meter shall indicate by a proper signal that the lawful parking time has expired, or if such vehicle remains in said stall for greater than two (2) consecutive hours, said vehicle shall be considered as having been parked overtime. Every hour that a vehicle remains parked overtime shall constitute a separate violation of this article.
- B. Any owner or operator who allows a motor vehicle to be parked overtime, or any owner or operator who allows a motor vehicle to be parked in the park & ride zone without a permit, shall be issued a parking violation notice and ordered to pay a fine of ten dollars (\$10). If said owner or operator does not satisfy said fine within forty-eight (48) hours, then a late penalty of five (\$5) dollars shall be additionally assessed against said owner or operator.
- C. If the owner or operator fails to respond to the parking citation within fifteen (15) days of issuance, the Borough shall proceed with the issuance of a citation in accordance with the Pennsylvania Rules of Criminal Procedure. Upon conviction by the Magisterial District Justice, the defendant shall be ordered to pay the applicable fine plus the costs of prosecution.
- **PART II-** The Borough Manager, Police Department, Borough Solicitor, and all others employed or appointed by the Borough of Brentwood, are authorized to take any and all action necessary to ensure implementation of this Ordinance and to effectuate the purpose hereof.
- **PART III-** Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters here in affected to the extent of such conflict.
- **PART IV-** The provisions of this Ordinance are servable, and if any cause, sentence, section or subsection hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair, or invalidate the remainder, but shall be confined in its operation and application to the clause, sentence, or subsection rendered. It is hereby declared that the intent of the Borough of Brentwood Council that this Ordinance would have been adopted <u>as</u> if such illegal, invalid, or unconstitutional clause, sentence, section, or subsection had not been included therein.
- **PART V-** This Ordinance is effective immediately upon enactment according to law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Council of the Borough of Brentwood.

ORDAINED AND ENACTED THIS	DAY	OF	 2017	BY	THE
BOROUGH COUNCIL OF THE BOROUGH OF BRE	NTWO	OD.			

ATTEST:	BOROUGH OF BREN	TWOOD
George Zboyovsky, P.E. Borough Manager	John Frombach President of Council	
EXAMINED AND APPROVED BY ME THIS _	DAY OF	2017
	Dennis Troy	
APPROVED AS TO FORM	Mayor Gavin Robb Borough Solicitor	



THE BOROUGH OF BRENTWOOD

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

ORDINANCE NO. 2017-1258

"PAID PARKING ZONES"

AN ORDINANCE OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING IN ITS ENTIRETY CHAPTER 201, ARTICLE I, OF THE CODE OF THE BOROUGH OF BRENTWOOD, WHICH PERTAINS TO PARKING

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

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

WHEREAS, Brentwood Borough Council has determined that it would further the health, safety and welfare of its residents to amend its Parking Meter Ordinance to control the storage of vehicles in an area that is popularly utilized by non-residents as an unregulated park and ride facility.

NOW THEREFORE, on this _	day of	2017, it is here	eby Enacted and
Ordained by the Council for the	Borough of Brentwood	, that:	

PART I: AMENDMENTS

Chapter 201, Article I, of the Code of the Borough of Brentwood is hereby amended and restated in its entirety as follows:

Article I: Paid Parking Zones

Section 201-1: Metered parking zones established

It shall be unlawful for the owner or the operator of any motor vehicle to park such vehicle between the hours of 9:00AM and 5:00PM, prevailing time, on Mondays through Fridays or between the hours of 9:00AM and 1:00PM, prevailing time, on Saturdays, in designated parking stalls in the metered parking zone of the Borough of Brentwood unless the owner or operator has made payment at the parking meter controlling said stall. The metered parking zone shall include the portions of the streets described and designated as follows:

- 1. Brownsville Road between Sankey Avenue and Bellecrest Avenue
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- 3. Brownsville Road between Towne Square Way and Dewalt Avenue
- 4. Dewalt Avenue between Brownsville Road and Lawnview Avenue

5. Meadowbrook Boulevard between Brownsville Road and Dalewood Street

Section 201-2: Parking fees; time limits.

- A. Upon entering any designated parking stall in the metered parking zone, the owner or operator of any motor vehicle shall immediately make payment at the parking meter controlling said stall sufficient to cover the time that said owner or operator intends to occupy the stall.
- B. The fee for parking a motor vehicle in the metered parking zone shall be one dollar (\$1.00) per hour.
- C. No motor vehicle may be parked in the metered parking zone for greater than two (2) consecutive hours

Section 201-3: Exemptions to certain provisions.

No fee shall be assessed to park a motor vehicle in the metered parking zone on Sundays or on any legal holiday marked by the suspension of business of the Borough of Brentwood.

Section 201-4: Characteristics of metered parking stalls.

- A. Each parking meter installed in the metered parking zone shall be placed upon the sidewalk and immediately adjacent to the designated parking stalls controlled by said meter.
- B. Each parking meter installed shall indicate by a proper legend the legal parking time and the commensurate fee and, when occupied, shall indicate the duration of the period of legal parking and, on the expiration of such period, shall indicate unlawful overtime parking.
- C. Lines shall be painted upon the street adjacent to each parking meter for the purpose of defining the designated parking stall controlled by said meter.

Section 201-5: Park & ride zone established

It shall be unlawful for the owner or the operator of any motor vehicle to park such vehicle between the hours of 9:00AM and 5:00PM on Mondays through Fridays, in designated parking stalls in the park & ride zone of the Borough of Brentwood unless the owner or operator has purchased a parking permit for the same. The park & ride zone shall include the portions of the streets described and designated as follows:

1. Old Clairton Road from Marylea Avenue to its terminus approximately 240 feet to the northeast.

Section 201-6: Parking fees; time limits

A. The Borough shall sell permits, on a first-come, first served basis, for the parking of motor vehicles in the park & ride zone.

B. The fee for such permit shall be set by resolution of Brentwood Borough Council. Each permit shall be prepaid and valid for a period of three (3) months.

Section 201-7: Violations and penalties.

- A. If any motor vehicle remains in any parking stall in the metered parking zone for such length of time that the meter shall indicate by a proper signal that the lawful parking time has expired, or if such vehicle remains in said stall for greater than two (2) consecutive hours, said vehicle shall be considered as having been parked overtime. Every hour that a vehicle remains parked overtime shall constitute a separate violation of this article.
- B. Any owner or operator who allows a motor vehicle to be parked overtime, or any owner or operator who allows a motor vehicle to be parked in the park & ride zone without a permit, shall be issued a parking violation notice and ordered to pay a fine of ten dollars (\$10). If said owner or operator does not satisfy said fine within forty-eight (48) hours, then a late penalty of five (\$5) dollars shall be additionally assessed against said owner or operator.
- C. If the owner or operator fails to respond to the parking citation within fifteen (15) days of issuance, the Borough shall proceed with the issuance of a citation in accordance with the Pennsylvania Rules of Criminal Procedure. Upon conviction by the Magisterial District Justice, the defendant shall be ordered to pay the applicable fine plus the costs of prosecution.
- **PART II-** The Borough Manager, Police Department, Borough Solicitor, and all others employed or appointed by the Borough of Brentwood, are authorized to take any and all action necessary to ensure implementation of this Ordinance and to effectuate the purpose hereof.
- **PART III-** Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed to the extent of such conflict.
- **PART IV-** The provisions of this Ordinance are servable, and if any cause, sentence, section or subsection hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair, or invalidate the remainder, but shall be confined in its operation and application to the clause, sentence, or subsection rendered. It is hereby declared that the intent of the Borough of Brentwood Council that this Ordinance would have been adopted as if such illegal, invalid, or unconstitutional clause, sentence, section, or subsection had not been included therein.

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

_		
ORDAINED AND ENACTED THIS	DAY OF	2017 BY THE
BOROUGH COUNCIL OF THE BOROUGH C	OF BRENTWOOD.	
ATTEST:	BOROUGH OF B	RENTWOOD

George Zboyovsky, P.E. Borough Manager	John Frombach President of Council	
EXAMINED AND APPROVED BY ME THIS _	DAY OF	2017
	Dennis Troy Mayor	
APPROVED AS TO FORM		
	Gavin Robb Borough Solicitor	



BOROUGH COUNCIL INFORMATIONAL SHEET AGENDA ITEM 12.a.

ACTION ITEM

SUBJECT: Considering authorizing the 4th of July Race and Parade Committee to utilize the Borough's Balk Mailing Permit at Cost. [ACTION ITEM]

DATE: April 17, 2017

PRESENTED MR. GEORGE ZBOYOVSKY, PE

BY: BOROUGH MANAGER

SUMMARY:

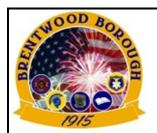
This is an annual request by both organizations to assist with their fundraising.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Borough Staff recommends approving this request.



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

SUBJECT: Consider increasing the Borough General Fund Line Item 01-410-750 Minor Purchases by \$5,000 for the purchase of new AED's for the Police Vehicles due to the \$5,000 donation received by the Police Department. [ACTION ITEM]

DATE: April 17, 2017

PRESENTED CHIEF ADAM ZEPPUHAR

BY:

SUMMARY:

Our current AED's are Physio Control LIFEPAK 500's. These devices have been in-service since approximately 2002-2003. Physio Control has since dropped production of this unit in January 2007. Though parts such as pads and batteries are still available, continued availability of parts is uncertain.

BUDGET IMPACT:

General Fund Line Item 01-410-750 MINOR PURCHASES 2017 Budget = \$4,000.00 YTD = \$586.80 Balance = \$3,413.20 Donation = \$5,000.00 New Balance = \$8,343.20

Cost for AED's = \$7,110.00

RECOMMENDATION:

Staff recommends approving the increase of Borough General Fund Line Item 01-410-750.

PROS:

• Will have currently supported life saving equipment in our patrol cars

CONS:

Cost

STRATEGIC GOALS APPLIED:

Strategic Goal 2: Identify and Explore Additional Sources of Revenues

Strategic Goal 3: Increase Community Involvement within the Borough

Strategic Goal 11: Establish More Benefits of Residency

ATTACHMENTS:

Description Upload Date Type

AED Quote 4/13/2017 Cover Memo



Quote

Address: P.O. Box 981

Belle Vernon, PA 15012 DATE: MARCH 1, 2017

Cell: 724.858.7683

Email: jtrout@savinggracemed.com Website: www.SavingGraceMed.com

TO: Brentwood Police Department

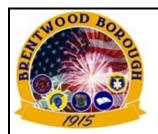
Attn: Adam Zeppuhar

Public Safety Discount

SALES PERSON	QUOTE VALID 45 DAYS FROM	PAYMENT TERMS
JOSHUA TROUT	03/01/2017	UPON DELIVERY

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
5	861304	Philips HEARTSTART FRx Defibrillator (Includes Owner Manual, Quick Set-Up guide, maintenance booklet, pre-installed battery, 1 set pre-installed SMART Pads II, quick reference guide, and a 8 year manufacturer's warranty)	\$1495.00	\$7475.00
5	989803139251	Carrying Case	Included	Included
5	989803139311	Child/Infant Key	Included	Included
5	68-PCHAT	Fast Response Kit (Trauma Shears, Towel, Razor, Glove & Pocket Mask)	Included	Included
4		LP500 Trade-in Value	-\$100.00	-\$400.00
1		Shipping & Handling Fee	\$35.00	\$35.00
9803139261 HeartStart SMART Pads II Replacement - \$56.00 070A Battery, Long-Life, (4 years) - \$169.00 Replacement Cost of Child Pads due to a Child Key			SUBTOTAL	\$7075.00
			SALES TAX	\$0
			TOTAL	\$7110.00

THANK YOU FOR YOUR BUSINESS!



BOROUGH COUNCIL INFORMATIONAL SHEET AGENDA ITEM 13.b.

ACTION ITEM

SUBJECT: Consider renewing the MOU between the school district and borough [ACTION ITEM]

DATE: April 17, 2017

PRESENTED Chief Adam Zeppuhar

BY:

SUMMARY:

This pertains to renewing the current MOU with the Brentwood Borough School District for police service.

BUDGET IMPACT:

\$0

RECOMMENDATION:

Staff recommends renewing this MOU.

PROS:

Continued clear guidelines of protocol.

CONS:

None

STRATEGIC GOALS APPLIED:

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

Strategic Goal 9: Reduce Crime in the Borough

ATTACHMENTS:

Description Upload Date Type

MOU. School district and Borough 4/4/2017 Cover Memo

MEMORANDUM OF UNDERSTANDING BETWEEN

BRENTWOOD BOROUGH POLICE DEPARTMENT

Law Enforcement Authority

and

BRENTWOOD BOROUGH SCHOOL DISTRICT
School Entity

MARCH 1, 2017 through FEBRUARY 28, 2019
Date

I. Introduction

A. Parties

The Brentwood Borough Police Department and the Brentwood Borough School District agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter "Memorandum").

- B. This Memorandum establishes procedures to be followed when certain incidents described in Section II below occur on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.
- C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a safe school environment.

D. Legal Authority

- 1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the "Safe Schools Act," as amended, 24 P.S. §§ 13-1301-A-13-1313-A.
- 2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.
- 3. Information from Student Records
 - a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:
 - (1) Criminal History Record Information Act, 18 Pa. C.S. § 9101 et seq.
 - (2) The prohibition against disclosures, specified in section IV(C)(5) of this Memorandum.
 - b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:
 - (1) Comply with the Family Educational Rights and Privacy Act (hereinafter "FERPA"), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.P.R. § 99.1 et seq., and 22 Pa. Code §§ 12.31-12.33, including any amendments thereto.
 - (2) Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 13-1303-A and 13-1313-A, and any amendments thereto.

- (3) Complete reports as required by section 1303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.
- c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office¹ what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

- 1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.
- 2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.
- 3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.
- 4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school- wide positive behavior supports, education and deterrence.

¹Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

- 2. Create a safe learning environment.
- 3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.
- 4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.
- 5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charges may be made in consultation with school administrators.

A. Mandatory Notification

- 1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:
 - a. The following offenses under 18 Pa. C.S (relating to crimes and offenses):
 - (1) Section 908 (relating to prohibited offensive weapons).
 - (a) The term "offensive weapon" is defined by section 908 of the Crimes Code as "any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose." See 18 Pa. C.S. § 908(c) (relating to definitions).
 - (b) Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it or taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.

- (2) Section 912 (relating to possession of weapon on school property).
 - (a) The term "weapon" is defined by section 912 of the Crimes Code to include, but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.
 - (b) Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.
- (3) Chapter 25 (relating to criminal homicide).
- (4) Section 2702 (relating to aggravated assault).
- (5) Section 2709.1 (relating to stalking).
- (6) Section 2901 (relating to kidnapping).
- (7) Section 2902 (relating to unlawful restraint).
- (8) Section 3121 (relating to rape).
- (9) Section 3122.1 (relating to statutory sexual assault).
- (10) Section 3123 (relating to involuntary deviate sexual intercourse).
- (11) Section 3124.1 (relating to sexual assault).
- (12) Section 3124.2 (relating to institutional sexual assault).
- (13) Section 3125 (relating to aggravated indecent assault).
- (14) Section 3126 (relating to indecent assault).
- (15) Section 3301 (relating to arson and related offenses).
- (16) Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.
- (17) Section 3502 (relating to burglary).
- (18) Section 3503(a) and (b)(1)(v) (relating to criminal trespass).
- (19) Section 5501 (relating to riot).
- (20) Section 6110.1 (relating to possession of firearm by minor).

- b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in "The Controlled Substance, Drug, Device and Cosmetic Act," as amended, 35 P.S. §§ 780-101-780-144, popularly known as the "Drug Act." For purposes of this Memorandum, the terms "controlled substance", "designer drug" and "drug paraphernalia" shall be defined as they are in section 102 of the Drug Act. See 35 P.S§ 780-102 (relating to definitions).
- c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.
- d. An offense for which registration is required under 42 Pa. C.S. § 9795.1 (relating to registration).
- 2. In responding to students who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based programs, such as school-wide positive behavior supports, to address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

B. Discretionary Notification

- 1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:
 - a. The following offenses under 18 Pa. C.S (relating to crimes and offenses):
 - (1) Section 2701 (relating to simple assault).
 - (2) Section 2705 (relating to recklessly endangering another person).
 - (3) Section 2706 (relating to terroristic threats).
 - (4) Section 2709 (relating to harassment).
 - (5) Section 3127 (relating to indecent exposure).
 - (6) Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
 - (7) Section 3503(b)(1)(i), (ii), (iii) and (iv), (b.1) and (b.2) (relating to criminal trespass).
 - (8) Chapter 39 (relating to theft and related offenses).
 - (9) Section 5502 (relating to failure of disorderly persons to disperse upon official order).

- (10) Section 5503 (relating to disorderly conduct).
- (11) Section 6305 (relating to sale of tobacco).
- (12) Section 6306.1 (relating to use of tobacco in schools prohibited).
- (13) Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).
- b. Attempt, solicitation or conspiracy to commit any of the offenses listed in subsection (a).
- 2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

- 1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.
- 2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.
- D. Notification of the Law Enforcement Authority when incident involves children with disabilities
 - 1. If a child with a disability commits an incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).
 - 2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required

and advisement that the School Entity will act to address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code§§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students-general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

- 3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.
- 4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.
- 5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.
- 6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

The School Entity will follow the procedures listed below for incidents involving a student with a disability having an IEP as required by 22 Pa. Code § 14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).

The School Entity shall report crimes committed by a student with a disability to the appropriate authorities in the same manner as it reports crimes committed by students without disabilities. When reporting a crime committed by a student with a disability to the appropriate authorities, the School Entity shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The School Entity shall transmit copies of the student's special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act.

- E. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:
 - 1. Whether the incident is in-progress or has concluded.
 - 2. Nature of the incident.

- 3. Exact location of the incident.
- 4. Number of persons involved in the incident.
- 5. Names and ages of the individuals involved.
- 6. Weapons, if any, involved in the incident.
- 7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
- 8. Injuries involved.
- 9. Whether EMS or the Fire Department have been notified.
- 10. Identity of the school contact person.
- 11. Identity of the witnesses to the incident, if any.
- 12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
- 13. Other such information as is known to the school entity and believed to be relevant to the incident.
- F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:
 - 1. Blueprints or floor plans of the school buildings.
 - 2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
 - 3. Location(s) of predetermined or prospective command posts.
 - 4. Current teacher/employee roster.
 - 5. Current student roster.
 - 6. Most recent school yearbook.
 - 7. School fire-alarm shutoff location and procedures.
 - 8. School sprinkler system shutoff location and procedures.
 - 9. Gas/utility line layouts and shutoff valve locations.
 - 10. Cable/satellite television shutoff location and procedures.

11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency

III. Law Enforcement Authority Response

- A. Depending on the totality of the circumstances, initial response by the Law Enforcement Authority may include:
 - 1. For incidents in progress:
 - a. Meet with contact person and locate scene of incident.
 - b. Stabilize incident.
 - c. Provide/arrange for emergency medical treatment, if necessary.
 - d. Control the scene of the incident.
 - (1) Secure any physical evidence at the scene.
 - (2) Identify involved persons and witnesses.
 - e. Conduct investigation.
 - f. Exchange information.
 - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
 - 2. Incidents not in progress:
 - a. Meet with contact person.
 - b. Recover any physical evidence.
 - c. Conduct investigation.
 - d. Exchange information.
 - e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
 - 3. Incidents initially reported to the Law Enforcement Authority:

If any incident described in sections IIA or IIB is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

B. Custody of Actors

- 1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
 - a. The student has been placed under arrest.
 - b. The student is being placed under investigative detention.
 - c. The student is being taken into custody for the protection of the student.
 - d. The student's parent or guardian consents to the release of the student to law enforcement custody.

2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

IV. Assistance of School Entities

A. In Loco Parentis

- 1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.
- 2. School authorities' ability to stand in loco parentis over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school sponsored activity.

B. Notification of Parent or Guardian

- 1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.
- 2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or IIB.

C. Scope of School Entity's Involvement

1. General Principles: Once the Law Enforcement Authority assumes primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

2. Victims

- a. The School Entity shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- b. In the event a victim is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel may be present during the interview.

3. Witnesses

- a. The School Entity shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- b. In the event a witness is interviewed by the Law Enforcement Authority on school property, a guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

- a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.
- b. When a parent or guardian is not present, school authorities shall not stand in loco parentis (in the place of the parent/guardian) during an interview.
- c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest

- a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.
- b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.
- c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s), shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of the Law Enforcement Authority or as otherwise required by law.

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

- 1. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.
- 2. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.
- 3. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.
- 4. Where a police department fails to take action as required under subparagraph 1 or 2, the chief school administrator shall submit the annual report and indicate that the police department failed to take action as required under subparagraph 1 or 2.
- 5. Where there are discrepancies between the School Entity's incident data and the police incident data, the following shall occur:

The School Entity will follow the procedures listed below for the resolution of school violence data discrepancies prior to filing the annual report:

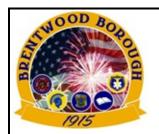
- The School Entity and the local law enforcement agencies have an excellent working relationship that comes with great communication.
- The School Entity, Brentwood School Police and Brentwood Borough Police (local law enforcement) have monthly meetings to review all incidents for that month and compare reports to insure the data is the same for the report.
- If there is a discrepancy, the School Entity will set a meeting with local law enforcement.
- Brentwood school resource officers and school administration will compare reports on incidents and determine whether or not they were school related.
- The School Entity and local law enforcement will collaborate on the annual report.

V. General Provisions

- A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter.

- C. If changes in state or federal law require changes to this Memorandum, the parties shall amend this Memorandum.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

Amy M. Burch, D.Ed. Superintendent of Schools Chief School Administrator Brentwood Borough School District	John Frombach Brentwood Borough Council President
Joseph Kozarian	Adam Zeppuhar, Police Chief
Brentwood School District	Chief Law Enforcement Authority
Director of School Police	Brentwood Borough Police Department
Jason Olexa Building Principal, Brentwood High School	David Radcliffe Building Principal, Brentwood Middle School
Barbara Pagan	Bonnie Betler
Building Principal, Elroy Elementary School	Building Principal, Moore Elementary School



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

SUBJECT: Consider Resolution No. 2017-31; EMS Week the week of May 21st to May 27th [ACTION ITEM]

DATE: April 17, 2017

PRESENTED MR. PASQUALE CARNEVALE

BY: MEMBER, BRENTWOOD COUNCIL

SUMMARY:

This Year's Theme is "EMS STRONG: Always in Service"

RESOLUTION NO. 2017-31

"NATIONAL EMS WEEK – MAY 21 to MAY 27, 2017"

"A RESOLUTION OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA, RECOGNIZING THE WEEK OF MAY 21, 2017 TO MAY 27, 2017 AS NATIONAL EMERGENCY MEDICAL SERVICES WEEK"

WHEREAS, Emergency Medical Services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the members of Brentwood and all Emergency Medical Services teams are ready to provide lifesaving care to those in need, 24 hours a day, seven days a week thus in line with this year's National Theme "EMS STRONG: Always in Service"; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

WHEREAS, Brentwood Emergency Medical Services has been established and performing Emergency Medical Services for the residents of Brentwood and surrounding communities for more than 35 years.

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

May 21, 2017 to May 27, 2017 shall be recognized as Emergency Medical Services Week in the Borough of Brentwood and that we call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing Emergency Medical Services to the residents of Brentwood Borough and to recognize the contributions which EMS officials make every day to our health, safety, comfort, and quality of life.

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 17th day of April, 2017.

ATTACHMENTS:

Description Upload Date Type

Resolution No. 2017-31- 2017 EMS Week 4/13/2017 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. 2017-31

"NATIONAL EMS WEEK - MAY 21 to MAY 27, 2017"

"A RESOLUTION OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA, RECOGNIZING THE WEEK OF MAY 21, 2017 TO MAY 27, 2017 AS NATIONAL EMERGENCY MEDICAL SERVICES WEEK"

WHEREAS, Emergency Medical Services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the members of Brentwood and all Emergency Medical Services teams are ready to provide lifesaving care to those in need, 24 hours a day, seven days a week thus in line with this year's National Theme "EMS STRONG: Always in Service"; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

WHEREAS, Brentwood Emergency Medical Services has been established and performing Emergency Medical Services for the residents of Brentwood and surrounding communities for more than 35 years.



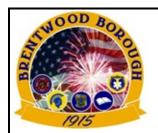
NOW, THERFORE, BE IT RESOLVED AND ADOPTED BY THE Council of the Borough of Brentwood, County of Allegheny, Commonwealth of Pennsylvania, and it is hereby by the authority of the same, that:

May 21, 2017 to May 27, 2017 shall be recognized as Emergency Medical Services Week in the Borough of Brentwood and that we call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing Emergency Medical Services to the residents of Brentwood Borough and to recognize the contributions which EMS officials make every day to our health, safety, comfort, and quality of life.

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 17th day of April, 2017.

ATTEST:	BOROUGH OF BRENTWOOD	
George Zboyovsky, PE	John Frombach	
Borough Manager	President of Council	





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

SUBJECT: Consider amending Article 14 of the Brentwood Police Policy and Procedure Manual / Police Pursuit Policy [ACTION ITEM]

DATE: April 17, 2017

PRESENTED Chief Adam Zeppuhar

BY:

SUMMARY:

In December 2016, District Attorney Steven Zapalla consulted with the Allegheny County Chiefs of Police Association. The goal was to come up with what he would call a "model pursuit policy." Once the model was obtained it was distributed to police departments across the county in March 2017 with a recommendation for implementation. District Attorney Zapalla has made it clear that this policy will be his offices standard of review when a pursuit results in any party being killed or seriously injured.

BUDGET	IMPA	CT:
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\$0

N/A

RECOMMENDATION:

Staff recommends adopting this policy to reflect the best practices in policing.

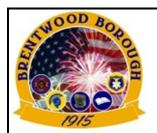
PROS:		
N/A		
CONS:		

STRATEGIC GOALS APPLIED:

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

Strategic Goal 4: Improve the Accountability of Various Borough Departments

ATTACHMENTS:
Description Upload Date Type



BOROUGH COUNCIL INFORMATIONAL SHEET AGENDA ITEM 14.a.

ACTION ITEM

SUBJECT: FYI - Community Day SATURDAY JULY 1 - Update

DATE: April 17, 2017

PRESENTED JIM ATTANUCCI

BY: PARKS & RECREATION DIRECTOR

SUMMARY:

Community Day will bring together the residences, businesses, and organizations of Brentwood for a fun filled family event.

2nd Annual Community Day SATURDAY JULY 1

10:00 AM - 4:00 PM

Concert in the Park - 7:00 PM featuring "Kavan the World's #1 Rock-n-Roll Elvis"

Ton of Food Trucks

Balloon Artists

Strolling Magician

Obstacle Challenge

Giant Slide

Moon Bounce AND

5 in 1 Fun House

Much Much More!

BUDGET IMPACT:

Community Day Budget Line Item 01-451-455

PROS:

Community Day will build community involvement and the Borough's image.

CONS:

None

STRATEGIC GOALS APPLIED:

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

Strategic Goal 3: Increase Community Involvement within the Borough

Strategic Goal 8: Improve Communication with Community Organizations.

ATTACHMENTS:

Description Upload Date Type

2017 Brentwood Community Day 4/17/2017 Cover Memo

BRENTWOODBOROUGH

2nd Annual

COMMUNITY DAY

"AMERICA ROCKS"

SATURDAY, JULY 1st

FUN - GAMES - FOOD - ENTERTAINMENT

BRENTWOOD PARK

10:00 am - 4:00 pm

Concert in the Park - 7:00 pm

Featuring

KAVAN The World's #1 Rock-n-Roll ELVIS

Dear Business Owner, Organization/Club Leader,

As a valuable member of our community, we would like to invite your business, organization or club to be part of Brentwood Community Day on Saturday, July 1, 2017 in Brentwood Park. The theme for this year's family friendly event is "AMERICA ROCKS" and will include games, entertainment, raffles, food, and more.

This premier event will bring together residents, businesses, and organizations from Brentwood and surrounding communities. We anticipate a huge turnout. This is an exceptional opportunity to demonstrate your commitment to the community and showcase your business or organization.

For your convenience a Community Day Participation Application is included. Commitment for this year's Community Day Event is needed by June 1st.

We welcome your participation at Community Day! We look forward to seeing you there!

If any additional information is needed please contact:

Jim Attanucci – Brentwood Borough Parks & Recreation Director 412-884-1500 (ext. 135), 412-969-7535 or jattanucci@brentwoodboro.com



BRENTWOOD COMMUNITY DAY JULY 1, 2017 PARTICIPATION APPLICATION



Business/Vendor b	ooth space (selling and/or advertising produc	ts*) \$50.00 for each space
Non-Profit booth sp	pace (selling food/non-food products*) \$25.0	0 for each space
Non-Profit booth sp	pace (informational and/or no cost promotion	nal items*) No Charge for one space
Government or Cor	nmunity Service booth space (informational a	and/or no cost promotional items*) No Charge for one space
School Club/Sport I	pooth space (student operated fundraising an	nd/or no cost promotional items*) No Charge for one space
Additional Contribu	ution \$	
* Please provide a descri	ption of products to be sold or informational	/promotional items to be distributed (see guidelines):
Added or alterna		one of the many forms of entertainment of the day!
Inflatables:	Full Funding \$1,000.00	Partial Funding \$500.00
	Obstacle Challenge Giant Slide 5 in 1 Fun House Moon Bounce	Obstacle Challenge Giant Slide 5 in 1 Fun House Moon Bounce
Attractions:	Full Funding \$500.00	Partial Funding \$250.00
	Balloon Artists	Balloon Artists
	Strolling Magician	Strolling Magician
	Spin Art	Spin Art
	Kids Craft	Kids Craft
	Face Painting	Face Painting
	Caricature Artists	Caricature Artists
	Air Brush Tattoos	Air Brush Tattoos
	shown that you would like to fund for Commidd the attraction.	unity Day please list below. With Borough approval we will
Business/Organization	on Name:	
		Phone:
		Pittsburgh, PA
Authorized Signature:		Title:

Please make checks payable to the Borough of Brentwood and return payment with completed form to:

Jim Attanucci – Brentwood Borough Parks & Recreation Director – 3624 Brownsville Road – Pittsburgh, PA 15227

For additional information please contact: Jim Attanucci - at 412-884-1500 (ext.135), 412-969-7535 or jattanucci@brentwoodboro.com



The Community Day Attractions & Guidelines

The attractions listed below will be conducted from 10:00 am – 4:00 pm

Full funders of any one of the inflatable attractions listed below receive an individual recognition sign displayed at the site of the attraction, name on combination recognition sign located at the Stadium Plaza, name recognition scrolling on the electronic scoreboard throughout the day, recognition in Community Day Program Book and name announced throughout the event.

Partial funders of any one of the inflatable attractions listed below receive name on combination recognition sign located at the Stadium Plaza, name recognition scrolling on the electronic scoreboard throughout the day, and recognition in Community Day Program Book.

Inflatables: Full Funding \$1,000.00 or Partial Funding \$500.00

- Obstacle Challenge
- Giant Slide
- 5 in 1 Fun House
- Moon Bounce

Funders of any one of the attractions listed below receive name on combination recognition sign located at the Stadium Plaza, name recognition scrolling on the electronic scoreboard throughout the day, and recognition in Community Day Program Book.

Partial funders of any one of the attractions listed below receive name recognition scrolling on the electronic scoreboard throughout the day, and recognition in Community Day Program Book.

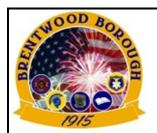
Attractions: Full Funding \$500.00 or Partial Funding \$250.00

- Balloon Artists
- Strolling Magician
- Spin Art
- Kids Craft
- Face Painting
- Caricature Artists
- Air Brush Tattoos

Attractions not shown that you would like to fund for Community Day should be listed on application. With Borough approval we will do our best to add the attraction.

Community Day Participation Guidelines

- Community Day booths and attractions 10:00 AM to 4:00 PM
- Set-up begins at 8:00 AM. Please make sure you are completely set up prior to 10:00 AM
- Participants are responsible for providing their entire booth essentials, (i.e. extension cords, tables, canopies, chairs, etc.)
- Electricity is limited. It may be necessary for participants to supply their own power
- Bottled water may be sold by all; food products may not be duplicated and will be awarded on a first come first served basis. Brentwood Borough reserves the right to limit or specify the food and refreshment items that may be sold
- Please list the items you would like to sell. Please do not add any item after submitting this form
- Fees (if applicable) are non-refundable and must be submitted with this application
- Rain or Shine In the event of severe weather conditions information will be available on the Brentwood Police Department's Face Book Page



BOROUGH COUNCIL INFORMATIONAL SHEET **AGENDA ITEM 14.b.**

ACTION ITEM

SUBJECT: Consider Resolution No. 2017-32; Recognizing April 23rd to April 29th as **National Volunteer Week [ACTION ITEM]**

DATE: April 17, 2017

PRESENTED MR. GEORGE ZBOYOVSKY, PE

BOROUGH MANAGER BY:

SUMMARY:

National Volunteer Week is an opportunity to recognize and thank volunteers who lend their time, talent, voice and support to causes they care about in the community and around the world. Their stories serve to inspire others to take action and discover their collective power to unite in making a difference. National Volunteer Week is a time to celebrate the impact of volunteer service on our communities.

Brentwood is blessed with many residents who spend countless hours volunteering their time, energy, and knowledge to make Brentwood a better community. Some of these include volunteering on the many Borough Boards:

Planning Commission Zoning Hearing Board Building Code of Appeals Board Library Board

Let's not forget our emergency responders such as the Brentwood Volunteer Fire Company which is comprised of all volunteers as well as the Brentwood EMS which is comprised of volunteers.

The Borough has other organizations that require many days and nights away from the family.

Brentwood Park Initiative Brentwood Business Owners Association Brentwood Baldwin Whitehall Chamber of Commerce Brentwood Dukes Coaches and Concession Stand workers Brentwood Athletic Association

Many churches Meals on Wheels Food Bank

Americans have a great capacity to accept and face challenges head-on. In, 2007, as the recession began to spread across the country, a surge of people responded and began volunteering like never before. Volunteering is a win-win for all parties involved. Those who receive help are grateful for the help, and volunteers learn that helping others makes them feel better.

BUDGET IMPACT:

NA - Actually Volunteers help with savings to the municipal budget.

ATTACHMENTS:

Description Upload Date Type

Resolution No. 2017-32: Nat'll Volunteer Week 4/17/2017 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. 2017-32

"A RESOLUTION OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA, RECOGNIZING THE WEEK OF APRIL 23 THROUGH APRIL 29, 2017 AS NATIONAL VOLUNTEER WEEK"

WHEREAS, since the nation's inception, volunteerism and mutual aid have been defining American cultural values; and

WHEREAS, this volunteer spirit has helped to foster strong governmental and civic institutions; and

WHEREAS, over the past several decades, changing lifestyles and work habits have led to a reduction in social capital, which has negatively impacted communities of all sizes and socioeconomic compositions; and

WHEREAS, although volunteers provide vitally important contributions to local neighborhoods, it is acknowledged that such altruistic acts are rarely properly celebrated; and

WHEREAS, Brentwood Borough recognizes the importance of the volunteer members of the Planning Commission, Zoning Hearing Board, Civil Service Commission, Rental Property Board of Appeal, UCC/IPMC Board of Appeal, and Library Board to the effective operation of the municipality; and

WHEREAS, Brentwood also expresses its gratitude to the volunteer firefighters of the Brentwood Volunteer Fire Company and the volunteer paramedics of Brentwood Emergency Medical Services for providing lifesaving services to fellow residents without compensation; and

WHREAS, Brentwood also commends the members of the Brentwood Park Initiative, Brentwood Business Owners Association, Brentwood-Baldwin-Whitehall Chamber of Commerce, Brentwood Athletic Association, Brentwood Dukes, Meals on Wheels of Brentwood, Brentwood Food Pantry, and all other civic-minded, volunteer-driven organizations for their work to improve quality of life for the citizens Brentwood; and

NOW, THERFORE, 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 the Borough of Brentwood



shall join the Points of Light Foundation in declaring the week of April $23^{\rm rd}$ through April $29^{\rm th}$ as National Volunteer Week.

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 17th day of April, 2017.

ATTEST:	BOROUGH OF BRENTWOOD	
George Zboyovsky, PE	John Frombach	
Borough Manager	President of Council	





BOROUGH COUNCIL INFORMATIONAL SHEET AGENDA ITEM 16.a.

ACTION ITEM

SUBJECT: Consider adopting Resolution No. 2017-33; Amending the Agreement for the Sale of Real Estate [ACTION ITEM]

DATE: April 17, 2017

PRESENTED MR. GEORGE ZBOYOVSKY, PE

BY: BOROUGH MANAGER

SUMMARY:

This is associated with the Borough's possibly purchasing property located at 3735 Brownsville Road on which to explore the possibility of constructing a new Municipal Building.

Some facts associated with the Property include the following:

- 1. Property was appraised in 2014 and then again in 2017 by the Borough with said appraisal being \$165,000.
- 2. The structure on the property has been condemned by the Borough in 2014.
- 3. The current owner of the property had tried to market and sell the property using a development firm, however there was little interest.
- 4. Very little parking is provided on the site.

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution No 2017-21- Purchase of Real Property with Agreement	2/27/2017	Cover Memo
Resolution No 2017-33- Addendum to Purchase of Real Property	4/17/2017	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

BOROUGH OF BRENTWOOD RESOLUTION NO. 2017- 21

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

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

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

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



WHEREAS, it is necessary to confirm authorization by the Borough of Brentwood for

Borough officials to sign necessary documents making the purchase and, specifically, the

Agreement for the Sale of Real Estate attached as **Exhibit A** to this Resolution or an agreement

substantially similar thereto.

NOW, THEREFORE, it is hereby RESOLVED, by the Borough Council of the Borough

of Brentwood, Allegheny County, Commonwealth of Pennsylvania, as follows:

1. The foregoing recitals are incorporated herein by reference.

2. The Borough is authorized to purchase the Property for a purchase price not to

exceed \$141,000.

3. The President or Vice President of Borough Council and the Borough Manager,

or their designees, are authorized to execute the Agreement for the Sale of Real Estate in the

form attached as Exhibit A to this Resolution or an agreement substantially similar thereto, in a

form to be approved by the Borough Manager and the Borough Solicitor

4. The President or Vice President of Borough Council and the Borough Manager,

or their designees, are authorized to take all necessary actions and execute all additional

documents necessary to complete this transaction.

RESOLVED and ADOPTED this ___ day of February, 2017.

ATTEST: BOROUGH OF BRENTWOOD

George Zboyovsky, John W. Frombach

Borough Manager Borough Council President



AGREEMENT FOR THE SALE OF REAL ESTATE

I. PURCHASE AND SALE

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

SELLER: Green Development Trust #7003735 P.O. Box 97971

Pittsburgh, PA 15227

and

BUYER: Borough of Brentwood

3624 Brownsville Road Pittsburgh, PA 15227

2. Sales of Real Estate.

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

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

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

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

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

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

3. Personal Property and Other Assets Included in Sale.

- 3.1 <u>Tangible Personal Property</u>. THIS SALE DOES NOT INCLUDE ANY TANGIBLE PERSONAL PROPERTY OWNED BY SELLER AND CURRENTLY LOCATED AT AND/OR USED IN THE OPERATION OF THE REAL ESTATE.
- **4. Real Estate**. The Real Estate and Personal Property comprising this sale and purchase are collectively referred to hereafter as the "Real Estate."
- **5. Purchase Price**. Buyer shall purchase the Real Estate and pay therefore the sum of One Hundred Forty-One Thousand Dollars (\$141,000.00) to Seller. Upon execution of this Agreement, Buyer shall pay to Seller a Hand Money Deposit in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), said money to be applied to the purchase price at closing unless otherwise provided herein.

6. Closing.

- 6.1 <u>Closing Date</u>. Unless otherwise agreed, the payment of the purchase price to Seller and delivery of the deed to Buyer ("Closing") shall be held on or before the fifteenth (15th) day after the expiration of the Due Diligence Period (as defined below). By written notice to Seller no later than 3 business days prior to said date, Buyer may designate a definite time, date and place in Allegheny County, Pennsylvania, for Closing.
- 6.2 <u>Time of the Essence</u>. Time is of the essence in regards to all dates and time limits stated herein.
- 6.3 <u>Contingencies</u>. Buyer's obligations under this Agreement and its consummation are contingent upon Buyer obtaining the following:
- 6.3.1 <u>Appraisal</u>. Receipt by Buyer of an appraisal of the Real Estate that establishes a fair market value in an amount not less than the Purchase Price.

- 6.3.2 <u>Approval</u>. Approval of this Agreement and the consummation of the transaction contemplated hereunder by the Buyer's Borough Council.
- 6.3.3. <u>Parking</u>. Buyer obtaining the necessary agreement(s) and/or authorization(s) from adjacent and/or proximate property owners to accommodate the parking needs of the Buyer for use of the Property as a municipal building as determined in the sole discretion of the Buyer.
- 7. Allocation of Certain Costs. Water and sewer charges, municipal garbage and rubbish removal charges, rents, and real estate taxes, if any are currently assessed, shall be prorated as of the date of Closing based upon the applicable period of assessment. The cost of real estate transfer taxes, if applicable, shall be split evenly between the Buyer and Seller. Seller shall be responsible for the cost of deed preparation; all matters of title clearance; and other reasonable customary closing fees. Buyer shall be responsible for the cost of Buyer's due diligence, title insurance; all fees associated with financing, or required by a lender, and reasonable customary closing fees.
- **8. Contracts and Leases.** Seller affirms there are no current contracts or leases affecting said premises.

9. Inspection of Real Estate.

- 9.1 <u>Review and Approval of Materials</u>. Within ten (10) days after the Execution Date, Seller will deliver to Buyer's inspection, review, copying and approval all the materials in Seller's possession the following material, to the extent that Seller has this material in Seller's possession, custody or control (collectively, the "**Materials**"):
 - (a) a copy of the site plan for the Real Estate, and
 - (b) a copy of the most recent environmental report relating to the Real Estate;
 - (c) a copy of the current title insurance policy;
 - (d) a copy of the survey; and
 - (e) any additional requested documentation.

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

- 9.2 Physical Inspections and Studies of the Real Estate. Within the Due Diligence Period, Buyer shall have the right to conduct any inspections, investigations, tests and studies which Buyer may wish to conduct with respect to the Real Estate. These may include, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, marketing the Real Estate, hazardous materials investigations, engineering tests, environmental testing including but not limited to a Phase 1 environmental site assessment and soils, seismic and geologic reports with respect to the Real Estate, (including, without limitation, landscaping and public utilities), and any other physical inspections and/or investigations as Buyer may elect to make or obtain (collectively, the "Tests"). Buyer shall advise Seller of the dates and times of its Tests no less than twenty-four (24) hours in advance thereof.
- 9.3. Buyer shall have the right to terminate this Agreement in its sole discretion by providing written notice of termination to Seller on or before the expiration of the Due Diligence Period.
- Right of Entry. Provided that Buyer is not in default of its obligations under this Agreement, from and after the Execution Date through the earlier of (a) the expiration of the Due Diligence Period, or (b) the Closing Date, Buyer, its agents, consultants, potential tenants, contractors and subcontractors shall have the right to enter upon the Real Estate, at their sole risk, and after twenty-four (24)-hour advance notice to Seller, to conduct or make any and all inspections and tests as may be necessary or desirable. The scope of any environmental analysis, which requires physical sampling, subsurface testing of, or drilling on all or any part of the Real Estate in excess of a Phase I Report, shall be subject to: Seller's prior approval of Buyer's written, defined scope of work report, which approval shall not be unreasonably withheld, conditioned or delayed the requirement that Buyer dispose of all such test samples in accordance with applicable law and at no cost or liability to Seller. In the event that Buyer damages the Real Estate in any manner, Buyer shall promptly repair the same to their previous condition at Buyer's sole expense.
- **10. Pre-Closing Inspection**. Prior to Closing, Buyer shall be permitted upon reasonable notice and at a reasonable time to enter the Real Estate and to inspect all portions of the same.
- **11. Possession.** Possession of the Real Estate shall be delivered to Buyer in substantially the same condition as of the Execution Date.
- 12. Risk of Loss Insurance. Risk of loss of the Real Estate shall remain upon Seller until Closing, except for damage to the Real Estate caused by Buyer in accordance with Section 9 hereof. Buyer has an insurable interest in the Real Estate upon mutual execution and delivery of this Agreement. Seller agrees to maintain Seller's existing property insurance. Except as otherwise provided herein, if there is material damage to the Real Estate between the date of Buyer's execution and delivery of this Agreement and Closing, Buyer shall have the option (a) to terminate this Agreement by giving Seller written notice of such termination within 10 days after becoming aware of such damage or before Closing, whichever is earlier (unless Seller shall have notified Buyer in

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

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

II. REPRESENTATIONS AND WARRANTIES

- 14. Representations, Warranties, and Acknowledgement Regarding Condition of Real Estate.
- 14.1 <u>Representations and Warranties of Seller</u>. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Real Estate, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer, and each of which shall be true and correct on the Closing (and, subject to the provisions of this paragraph below, the material truth and accuracy of which, and Seller's performance of all of Seller's covenants herein, shall constitute a condition precedent to Buyer's obligations hereunder);
- 14.1.1 <u>Power</u>. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
- 14.1.2 <u>Requisite Action</u>. All requisite action has been taken by Seller in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby, and no consent of any partners, creditor, investor, judicial or administrative body, governmental authority or other party is required for Seller to consummate the transaction contemplated by this Agreement.
- 14.1.3 <u>No Conflict</u>. Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the incurrence of the obligations set forth

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

- 14.1.4 <u>Assessments.</u> Seller has not received written notice and has no actual knowledge of any special assessments, fees, or levies existing, pending, or threatened against or involving the Real Estate.
- 14.1.5 <u>No Hazardous Or Toxic Substances</u>. To the best of Seller's knowledge, there are no tanks or Hazardous Materials or toxic substances or materials in or on the Real Estate. "Hazardous Materials" shall mean, without limitation, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, <u>et seq.</u>, The Resource Conservation and Recovery Act, 42 U.S.C. § 6901, <u>et seq.</u> and any other similar or related and shall also include petroleum and petroleum-based products, asbestos and any asbestos-containing materials, whether such asbestos is in a friable or non-friable state.
- 14.1.6 <u>Mechanics' Liens</u>. Seller has not made or permitted any person or entity to make any work as improvements on the Real Estate as to which any person or entity is now or at any time hereafter entitled to any lien or other encumbrance against the Real Estate which shall remain unpaid after Closing Date.
- 14.1.7 <u>Creditor's Rights</u>. There are no attachments, executions, assignments for the benefit of creditors as voluntary or involuntarily proceedings in bankruptcy pending, contemplated or threatened against Seller and/or the Real Estate.
- 14.1.8 <u>Possession</u>. There are no parties in possession of any portion of the Real Estate as lessees, tenants at sufferance, licensees, easement holders, or, trespassers or otherwise.
- 14.1.9 Notice of Condemnation; Right of Way Matters. Seller has received no notice of and Seller is not aware of, any threatened or contemplated action by any Governmental Authority having the power of eminent domain, which might results in any part of the Real Estate being taken by condemnation or conveyed result in any part of the Real Estate being taken by condemnation or conveyed in lieu thereof. Seller shall, immediately upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.
- 14.2 <u>As-is Condition</u>. By closing the transaction contemplated by this Agreement, Buyer acknowledges that it had the opportunity to investigate all physical and economic aspects of the Real Estate and to make all inspections and investigations which Buyer deemed necessary or desirable to

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

- 14.3 <u>Survival</u>. The representations and warranties provided in this Article shall survive Closing.
- **15. Sewage Facility**. The Pennsylvania Sewage Facilities Act, 35 P.S. §§ 750.1 <u>et seq.</u>, as amended, requires that there be a statement regarding the availability of a community sewage system.
 - (X) The Real Estate is serviced by a community sewage system.
- 16. No Real Estate Broker. The parties hereto represent and warrant that neither party has engaged the services of a real estate broker, agent or similar entity or person to consummate the transaction. Each party hereby agrees to indemnify the other party for any damages or claims for a commission resulting from this transaction as a result of such breaching party engaging the services of a broker or agent who claims a commission for the transaction hereunder. This provision shall survive Closing.

III. REMEDIES

17. Default. In the event of default:

- 17.1 <u>By Buyer</u>: As the sole remedy in the event of default by Buyer, Seller may retain the Hand-Money Deposit as liquidated damages, in which event the parties shall sign a release to that effect and this Agreement shall become null and void and both parties shall be released of all further liability hereunder.
- 17.2 <u>By Seller</u>: (a) Buyer may, at Buyer's option, elect to: (a) terminate the Agreement, in which event the parties shall sign a release to that effect, Seller shall return the Hand-Money Deposit to Buyer and reimburse Buyer for all Buyer's actual out-of-pocket expenses incurred in furtherance of this Agreement and this Agreement shall become null and void; or (b) initiate an action for specific performance and seek recovery of all actual damages (including reasonable attorney's fees) incurred due to Seller's default.
- **18. Eminent Domain**. If the Real Estate or any part thereof is taken by eminent domain prior to Closing, Buyer shall have the option to: (a) void this Agreement, whereupon all monies paid on account hereof shall forthwith be repaid to Buyer and upon such payment all parties shall be relieved

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

IV. ADDITIONAL PROVISIONS

19. None.

V. GENERAL PROVISIONS

- **20. Best Efforts, Reasonableness Implied**. Where action is required by a party hereto under the terms of this Agreement, such party shall use its best efforts in the performance of such action. In all matters contained herein, both parties shall have an implied obligation of reasonableness, except as may otherwise be expressly set forth
- 21. Waiver of Tender; Notices. Formal tender of deed and of purchase price are hereby waived. All notices, requests, demands, directions and other communications (collectively, "notices") under the provisions of this Agreement shall be in writing (including tele-copied communications) unless otherwise expressly permitted hereunder and shall be sent by first-class express mail; or by telecopy fax or by overnight courier service; or by personal delivery; in all cases with charges prepaid. Any properly given notice shall be effective when received. All notices shall be sent to the applicable party at the address stated in Section 1 or in accordance with the last un-revoked notice from such party to the other parties hereto. For the purposes of counting the number of days for notices under this Agreement, legal business days (excluding Saturday, Sunday and holidays) shall be used.
- 22. Entire Contract. This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing signed by all parties affected thereby. Wherever used in this Agreement, the singular shall include the plural the singular, and the use of any gender shall be applicable to all genders. Section and paragraph headings are inserted for convenience only and shall not form part of the text of this Agreement.
- **23. Binding Effect**. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.
- **24. Contract Formation; Counterparts**. This Agreement is effective upon execution and delivery by all parties hereto. This Agreement may be executed in any number of counterparts, each

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

- **25. Covenant Not to Record**. Neither party shall record this Agreement.
- **26.** Coal Notice. NOTICE--THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND, THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

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

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

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

[SIGNATURE PAGES TO FOLLOW]

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

BUYER

ATTEST:	BOROUGH OF BRENTWOOD
	By:
	Name:
	Its:
Date Executed:	, 2017
	SELLER
	f, 2017, the foregoing Agreement is hereby ion Date"). The foregoing date shall be deemed to be the date of this
WITNESS/ATTEST:	GREEN DEVELOPMENT TRUST #7003735
	By:
	Name:

BUS_EST:428811-7 031940-178515



THE BOROUGH OF BRENTWOOD

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

RESOLUTION NO. 2017-33

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING IN LIMITED PART THE AGREEMENT WITH GREEN DEVELOPMENT TRUST #7003735 ASSOCIATED WITH THE BOROUGH'S PURCHASING OF REAL PROPERTY LOCATED AT 3735 BROWNSVILLE ROAD AND IDENTIFIED AS BLOCK AND LOT NOS. 188-F-95 AND 188-F-97 IN THE ALLEGHENY DEPARTMENT OF REAL ESTATE FOR AN AMENDED PURCHASE PRICE NOT TO EXCEED \$131,200.00.

ADDENDUM

THIS Addendum, dated the day of	2017, modifies the
Agreement for the Sale of Real Estate ("Agreement") between the Boroug	;h of Brentwood (the
"Buyer") and the Green Development Trust #7003735 (the "Seller"), dated _	February 27
2017∙	

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

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

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



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

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

- 1. The provisions of the Agreement are hereby reaffirmed except as modified herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall govern.
- 2. Paragraph 5 of the Agreement ("Purchase Price") is hereby amended by reducing the purchase price from One Hundred Forty-One Thousand Dollars (\$141,000.00) to One Hundred Thirty-One Thousand Two Hundred Dollars (\$131,200.00).
- 3. Paragraph 9 of the Agreement ("Inspection of Real Estate") shall be amended by extending the Due Diligence Period from ninety (90) days from the Execution Date to one hundred fifty (150) days from the Execution Date.
- 4. In all other respects, the terms of the Agreement are unchanged and continue in full force and effect.
- 6. This Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

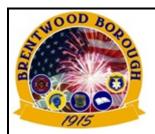
[SIGNATURE PAGE TO FOLLOW]



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

ATTEST:	BOROUGH OF BRENTWOOD		
	By:		
	Name: John Frombach		
	Its: <u>Council President</u>		
	Date Executed:, 2017		
WITNESS/ATTEST:	GREEN DEVELOPMENT TRUST #7003735		
	By:		
	Name:		
	Its:		
	Date Executed:, 2017		





BOROUGH COUNCIL INFORMATIONAL SHEET AGENDA ITEM 16.b.

ACTION ITEM

SUBJECT: Consider approving the agreement with Skelly & Loy Engineering-Environmental Consultants for a Phase II/Phase III 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 \$10,000.00. [ACTION ITEM]

DATE: April 17, 2017

PRESENTED MR. GEORGE ZBOYOVSKY, PE

BY: 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.

The completed Phase I ESA identified the possibility of underground storage tanks in the area that once constituted the loading docks (See attached). 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 III/Phase III Environmental Site Assessment.

This analysis "digs deeper" into the Environmental issues that may exist on the site and includes soil testing, tank location, and estimated costs to remediate such hazards.

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 Architecture = \$14,900.00 Geotechnical = \$10,000.00 Appraisal = \$1,500.00 Phase I ESA = \$2,000.00 Balance = \$206,600.00 Phase II/III = \$10,000.00

New Balance = \$196,600.00

RECOMMENDATION:

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

ATTACHMENTS:

Description	Upload Date	Type
2017-03-30 Snee Dairy Phase II-III ESA Proposal	4/13/2017	Cover Memo
03-27-17 Phase I_ESA_Brentwood_Snee_Dairy-Smaller File	4/13/2017	Cover Memo
03-27-17 Phase I_ESA_Brentwood_Snee_Dairy-Smaller File	4/13/2017	Cover Memo



Phone: 412-828-1412 800-340-7538

Fax: 412-828-1475

E-mail: skellyloy@skellyloy.com Internet: skellyloy.com

March 30, 2017

Mr. George Zboyovsky, 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 II/III Environmental Site
Assessment

Dear Mr. Zboyovsky:

In accordance with Brentwood Borough's (the client) request for a quote to perform a Phase II/III Environmental Site Assessment (ESA) at the referenced site, Skelly and Loy, Inc. is pleased to submit the following proposal.

Based on the recommendations provided in the Phase I ESA (dated March 2017) prepared for the former Snee Dairy property, Skelly and Loy will perform a Phase II/III ESA. The purposes of a Phase II/III ESA are to:

- Complete several recommendations as provided in the Snee Dairy Property Phase I ESA completed by Skelly and Loy, which include:
 - A geophysical survey to be conducted along the front of the building adjacent to Brownsville Road to confirm or deny the presence of a possible underground storage tank (UST). This survey will also assist Skelly and Loy, and the client, with determining the approximate effort and cost necessary to remove the UST, if present;
 - A further investigation of subsurface soils at the site based on a petroleum odor detected during geotechnical investigations conducted by Gateway Engineers, Inc.; and
 - Sample oil within the electrical transformer currently located within the electrical room at the site. Test results from oil samples will provide Skelly and Loy, in addition to the client, with the necessary information required to determine a means and cost to properly dispose of the transformer.
- Further investigation of subsurface soils, as discussed above, will include the collection of a total of four soil samples – one from outside of the front (along

Office Locations: Harrisburg, PA Morgantown, WV State College, PA Hagerstown, MD Hunt Valley, MD

Brownsville Road) of the building and two to three borings from within the lower basement of the building; 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).

Skelly and Loy will complete the Phase II/III ESA for the site in general accordance with the scope and limitations of the American Society for Testing and Materials (ASTM) Practice E 1903-11 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process. The field sampling for this site will include the collection of up to four soils samples at four separate sampling locations. Skelly and Loy anticipates sampling depths to range between 10 feet below ground surface (bgs) to no deeper than 20 feet bgs. Subsurface soil samples will be collected through mechanic use of a Geoprobe, a hydraulic push drilling machine which can collect soil samples from the subsurface in approximately 3 foot intervals.

The Phase II/III ESA also includes a report which will include, at a minimum, visual observations made by Skelly and Loy staff in the field, documentation of sampling protocols, an overview map displaying sampling locations, a summation of laboratory analytical results displaying chemical constituents identified above Pennsylvania Department of Environmental Protection (PADEP) Clean Fill and Regulated Fill Standards, and, if needed, recommendations to address the findings of the Phase II/III ESA. It is important to note that the primary purpose of this Phase II/III ESA is to sample and report existing subsurface conditions. The purpose of this modified Phase II ESA is not to determine or delineate the full extent of possible contamination through the site, but to act on the recommendations and investigate the potential Recognized Environmental Conditions identified in the Phase I ESA previously completed.

This estimate assumes the following:

- A site specific Field Sampling Plan/Health and Safety Plan will not be prepared as part of this project.
- Client will arrange for unrestricted access to all portions of the property to be assessed by Skelly and Loy staff, as necessary, throughout the Phase II 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;
- The Phase II/III ESA findings report will be prepared and transmitted to the client (Mr. George Zboyovsky, P.E.) electronically with hard copies to follow if necessary; and
- The site reconnaissance and sampling can be completed in one day by one Skelly and Loy professional.

Following completion of the Phase II/III ESA report and acceptance by the client, Skelly and Loy intends to use the findings from this investigation and coordinate with the client on necessary steps forward including, but not limited to, the development of recommended remedial actions given Brentwood Borough's intended use of the property.

Mr. George Zboyovsky March 30, 2017 Page 3

Skelly and Loy proposes to provide the professional services described herein in accordance with the enclosed *Professional Services Standard Terms and Conditions* for a lump sum amount of **\$9,800.00**.

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.

Daniel J. Davis

Environmental Program Manager

DJD/JTM/alp Enclosures

cc: R17-0051.P01

File: 2017-03-30 Snee Diary Phase II-III 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.

- 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.
- 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 bereunder.
- 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.
- 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 limita-tion, any and all legal costs and expenses, whatso-ever in connection with any personal injury or prop-erty 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

6. PAYMENT OF INVOICES:

6.1 Invoices will be submitted by Skelly and Loy as follows. Payments will be due and payable in full 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 \$ 9,800.00 ☐ 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)

- 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. CLI-ENT 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 DOCU-MENTS: 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.
- NO THIRD PARTY RIGHTS: This Agreement shall not create any rights or benefits to parties other than CLIENT and Skelly and Loy.
- HOURLY RATES FOR PROFESSIONAL AND TECH-NICAL 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 Lov 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 Blueline 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.

		_ SKELLY AND LOY, INC.
Name	e of Client	
Ву:		By:
	Authorized Representative (Please Sign)	Authorized Representative
	Name (Please Print)	Name
	Title	Title
	Date	Date
	e-mail address (For use internally by Skelly and Loy only)	_
Stre	et Address:	Street Address:
		Suite 300, 449 Eisenhower Boulevard
		Harrisburg, Pennsylvania 17111
		717-232-0593
Billing Address:		Proposal No.: <u>R17-0051.P01</u>
		Prepared By: <u>JTM</u> Date: <u>3-30-17</u>
		Project Manager: Jason T. McCabe
Tele	phone Number:	Estimated Contract Value: \$9,800.00

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.

- 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.
- 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 bereunder.
- 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.
- 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 limita-tion, any and all legal costs and expenses, whatso-ever in connection with any personal injury or prop-erty 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

6. PAYMENT OF INVOICES:

6.1 Invoices will be submitted by Skelly and Loy as follows. Payments will be due and payable in full 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 \$ 9,800.00 ☐ 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)

- 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. CLI-ENT 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 DOCU-MENTS: 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
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Senior Engineer/Scientist	\$110-\$135
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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 Lov Authorized Representative	

14. EXPENSES: Other direct project costs are billed at actual or a standard rate as outlined below.

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Out-of-Pocket Expenses - Cost

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Four-Wheel Drive Vehicles - \$0.65 per mile

Service Truck Rental - \$34.50/day + \$0.65/mile

GPS - \$20.00 per hour

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- 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.

		_ SKELLY AND LOY, INC.
Name	e of Client	
Ву:		By:
	Authorized Representative (Please Sign)	Authorized Representative
	Name (Please Print)	Name
	Title	Title
	Date	Date
	e-mail address (For use internally by Skelly and Loy only)	_
Stre	et Address:	Street Address:
		Suite 300, 449 Eisenhower Boulevard
		Harrisburg, Pennsylvania 17111
		717-232-0593
Billing Address:		Proposal No.: <u>R17-0051.P01</u>
		Prepared By: <u>JTM</u> Date: <u>3-30-17</u>
		Project Manager: Jason T. McCabe
Tele	phone Number:	Estimated Contract Value: \$9,800.00

Standard Terms and Conditions are valid only when signed by an Associate or Officer of Skelly and Loy, Inc.

SNEE DAIRY PROPERTY PARCEL ID'S: 188-F-95 AND 188-F-97 BRENTWOOD, ALLEGHENY COUNTY, PENNSYLVANIA

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Prepared for:

BRENTWOOD BOROUGH

Prepared by:



SKELLY and LOY, Inc. Engineers-Consultants Pittsburgh/Harrisburg, PA

MARCH 2017

SNEE DAIRY PROPERTY PARCEL ID'S: 188-F-95 AND 188-F-97 BRENTWOOD, ALLEGHENY COUNTY, PENNSYLVANIA

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Prepared for:

BRENTWOOD BOROUGH 3624 BROWNSVILLE ROAD PITTSBURGH, PENNSYLVANIA 15227

Prepared by:

SKELLY and LOY, Inc. Engineering-Consultants 3280 William Pitt Way Pittsburgh, PA 15238

March 27, 2017

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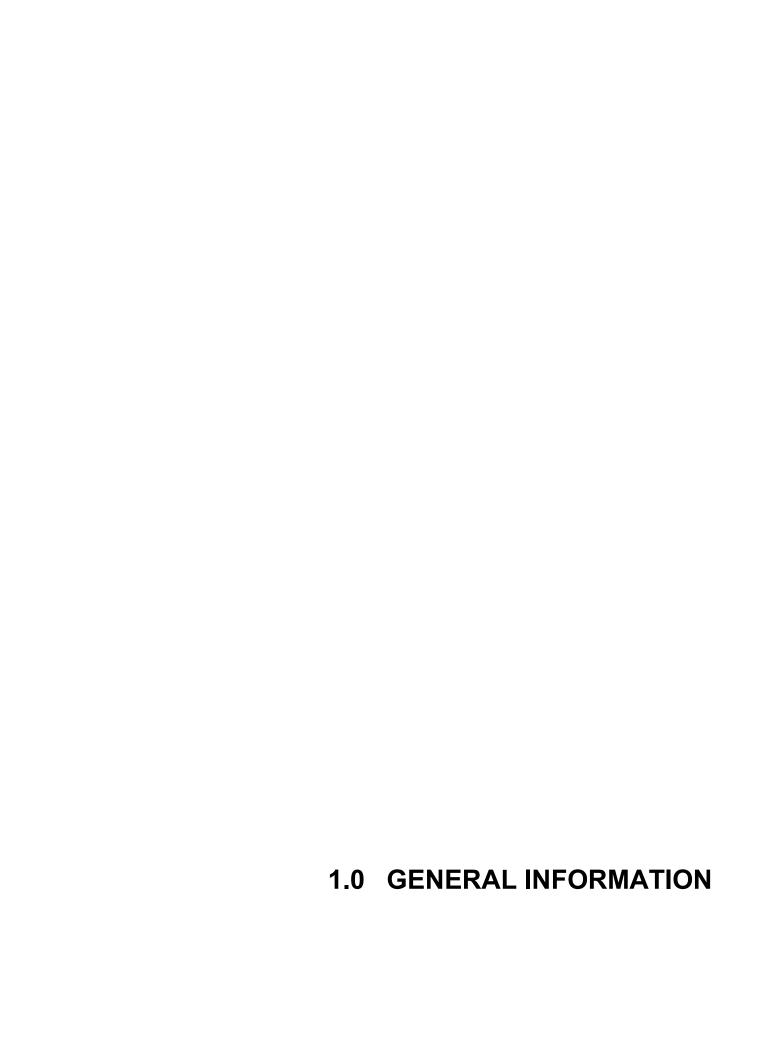
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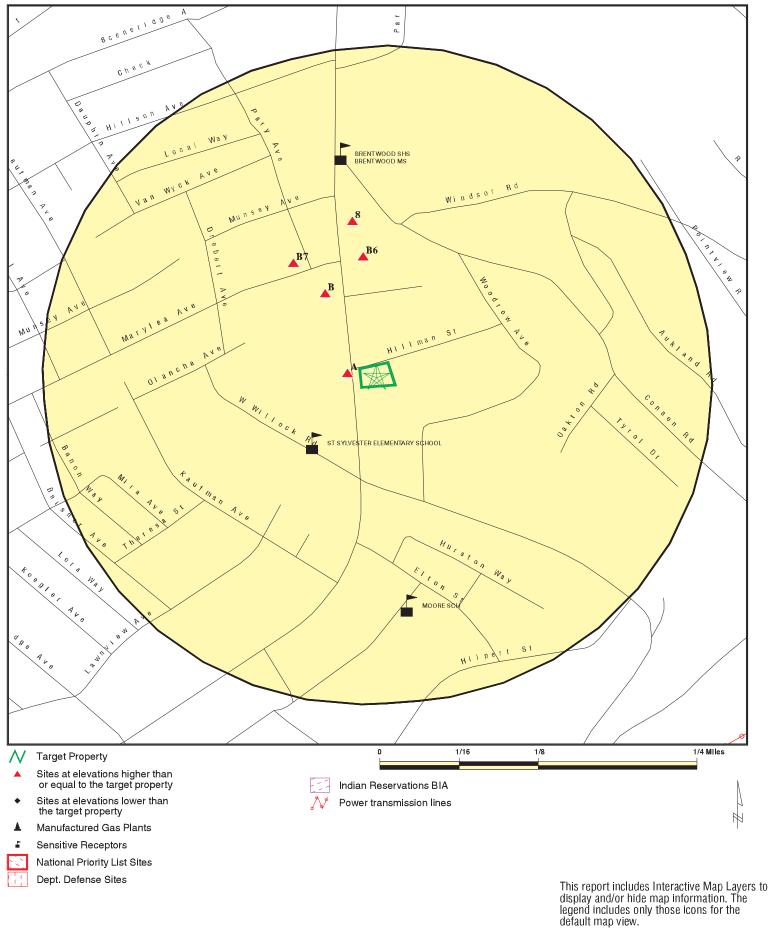
1.0 GENERAL INFORMATION

Skelly and Loy, Inc. completed a Phase I Environmental Site Assessment (ESA) to evaluate potential environmental concerns associated with parcels 188-F-95 and 188-F-97 (3735 Brownsville Road) located in Brentwood, Allegheny County, Pennsylvania (see Overview Map). The parcels (herein referred to as "the site") generally includes one, multi-level commercial structure, and associated parking/paved driveways.

Skelly and Loy performed this Phase I ESA in general conformance with the scope and limitations of American Society for Testing and Materials (ASTM) Practice E 1527-13⁽¹⁾ and our standard terms and conditions outlined in our proposal to Brentwood Borough dated January 23, 2017.

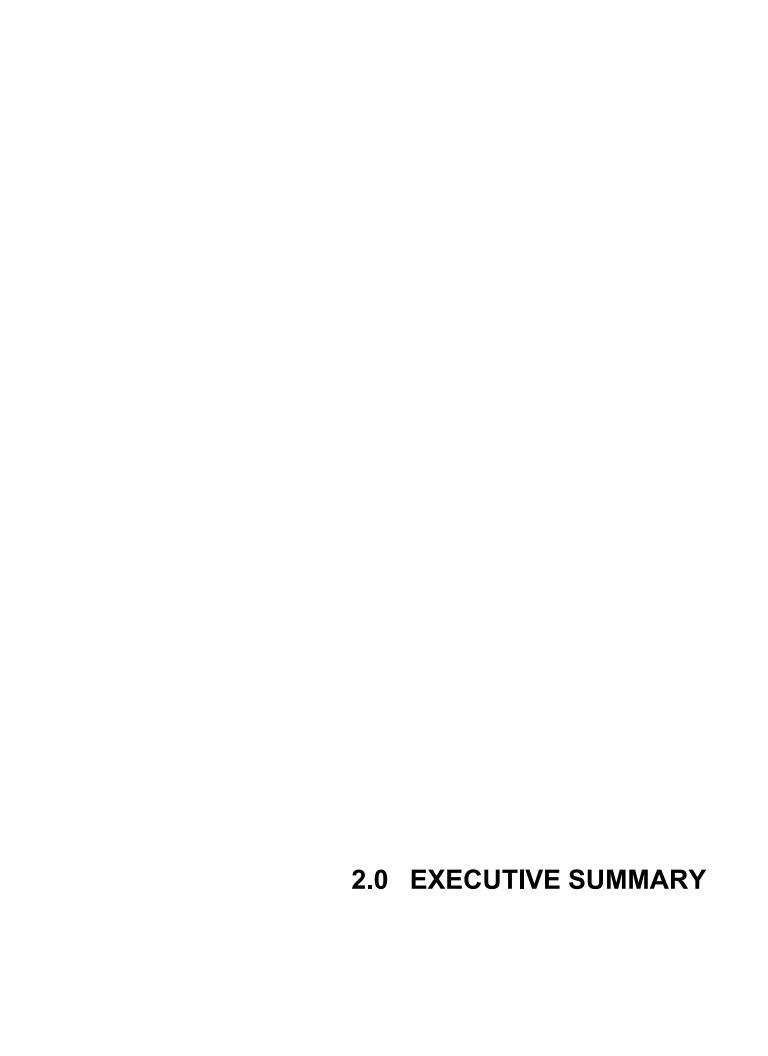


DETAIL MAP - 4865135.2S



SITE NAME: Snee Dairy Property
ADDRESS: 3735 Brownsville Road
Pittsburgh PA 15227
LAT/LONG: 40.371621 / 79.974946

CLIENT: Skelly and Loy, Inc.
CONTACT: Ty Rhoades
INQUIRY #: 4865135.2s
DATE: February 28, 2017 11:48 am



2.0 EXECUTIVE SUMMARY

2.1 Subject Property Description

Skelly and Loy completed a Phase I ESA to evaluate potential environmental concerns associated with the site located in Brentwood, Allegheny County, Pennsylvania. The site is approximately 0.4 acres (15,182 square feet) in area and generally includes one cinder block, brick structure, associated parking/paved driveways, and a small area of landscaped/rock garden near the front of the property near Brownsville road. The structure is a multi-story, cinder block; brick building that is currently condemned. The structure comprises approximately 18,000 square feet. The remaining area of the property is either paved with asphalt or concrete and serves as either parking or entry to the building. A small area near the front of the site has some rock garden landscaping.

2.2 Data Gaps

No significant data gaps were encountered during the investigation portion of the Phase I ESA for the site.

2.3 Environmental Report Summary

This Phase I ESA includes a detailed evaluation of present and past land usage of the site in order to evaluate the potential for hazardous or environmentally sensitive materials on the subject property. The efforts involved background research and a site reconnaissance. The background research efforts included a review of environmental databases, historical aerial photographs, soils, and geology. The background research also included government agency and knowledgeable person interviews, and review of the Pennsylvania Department of Environmental Protection (PA DEP) Environment Facility Application Compliance Tracking System (eFACTS) database and the United States Environmental Protection Agency's (US EPA) Envirofacts website. The site reconnaissance included a walkover and visual inspection of the properties to document present site conditions. This Phase I ESA did not include an asbestos inspection, archaeological review, radon testing, lead based paint (LBP) inspections, drinking water testing, mold assessment, indoor air quality assessment, wetland investigation,



soil and water sampling or analysis, vapor intrusion assessment, compliance audit, or environmental lien search.

Review of the federal and state database information identified 23 facilities within the ASTM-recommended minimum search distances as properties of potential concern for offsite migration of contaminants.

In Skelly and Loy's opinion, the facilities that pose the greatest risk to result in Recognized Environmental Conditions (RECs) to the site by offsite migration of contaminants include the following:

- During the Phase I ESA Skelly and Loy personnel identified that the site was formerly the Snee Dairy Facility. Sanborn maps illustrated that the site became the Snee Dairy Facility sometime between 1925 and 1950 and continued to distribute milk for many years after. Due to the age of the building and the historical use of the property the site is identified as a potential REC.
- Former Point View Garage (present day Donelly-Boland and Associates) facility at 3730 Brownsville Road this facility is identified on EDR Historical Auto list. Sanborn maps illustrated that buried gasoline tanks were located on the property from 1925 to at least 1979. No tank closure reports were found during this Phase I ESA. This facility is located approximately 100 feet east of the site. A Phase I and Limited Phase II ESA was also completed on the property for Brentwood Bank including shallow subsurface samples. The samples collected were found to have very low level indications of petroleum products in the subsurface. The levels detected were below the PADEP Act 2 action levels. According to the PA DEP Southwest Region, the site is not listed on the underground storage tank (UST) list. Due to the location of the facility in relation to the site, the history of the property, and the bulk storage of petroleum products, this property is identified as a potential REC.

In addition to the facility listed above, other potential RECs identified by Skelly and Loy personnel include the following:

- During the Phase I ESA Skelly and Loy personnel identified a suspected UST filling port on the western side of the building (see photo in Appendix E). Caution should be used during construction/demolition of the structure as this suspected UST could/may contain petroleum based products that could display elevated levels of contamination in the subsurface including, but not limited to hydrocarbons, polychlorinated biphenyls, and heavy metals.
- Due to the age of the building built before 1950 Limited Suspect Asbestos Building Inspection report (2) a strong possibility exists that asbestos-containing material (ACM) and lead-based paint (LBP) may



have been present at one time. Based on an on-site interview with Mr. Gaber (current owner), the building had been previously sampled for ACM on the roof and was found to be positive for ACM. Per article 1 of the Allegheny County Department of Health prior to demolition activities of the existing infrastructure, all ACM must be abated prior to demolition.

- During the Phase I ESA, Skelly and Loy observed an auto service repair pit in the south/southeastern corner of the southern basement (see photo in Appendix E). The pit is approximately 3.5 to 4 feet deep and contains water in the bottom six inches. Service pits are most commonly associated with the servicing of petroleum products from the undercarriage of vehicles. Petroleum based products could display elevated levels of contamination in the subsurface including, but not limited to hydrocarbons, polychlorinated biphenyls, heavy metals.
- During the site reconnaissance, a transformer was located in the south/southeastern corner of the southern basement (see photo in Appendix E). Due to the age of building, built before 1950, the potential exists that this transformer may contain polychlorinated biphenyl (PCB) containing materials. PCB's can pose a great environmental and health risk. Skelly and Loy highly recommends that a full scale PCB inspection be completed prior to any renovations or destruction/removal of the existing infrastructure.
- During the site reconnaissance, Gateway Engineers, Inc. (Gateway) was on site overseeing the geotechnical drilling activities. Gateway notified Skelly and Loy personnel, on March, 17, 2017 that one of the boring locations indicated a strong petroleum odor at six feet below ground surface in boring number Four. Boring Four is located in the southern basement.

Skelly and Loy has performed a Phase I ESA in general accordance with the scope and limitations of ASTM 1527-13 for the site. Any exceptions to or deviations from this practice are described in Sections 3.4 and 3.5 of this report.

2.4 Recommendations

Based on the background research efforts and the site visit completed for this Phase I ESA, this assessment has revealed evidence of potential RECs in connection with both on- and off-site issues. As such, Skelly and Loy recommends the following activities to address potential RECs at the site:

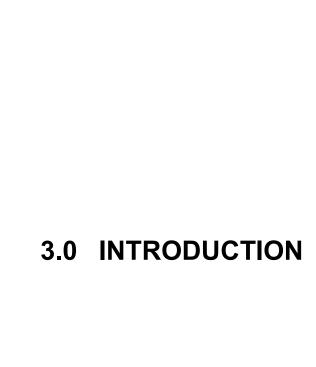
 Based on background research completed on the Point View Garage EDR Historic Auto Repair site, subsurface soils were not contaminated above the PA DEP Act 2 Standards. Due to the property elevation and topography in relation to the site, soil impacts to the site are not likely. A



PA DEP file review and further background research should be completed on the auto repair shop.

- Based on the site visit and the observed UST filling port located on the western side of the building, and the demolition activities proposed, Skelly and Loy highly recommends that a Phase II/III ESA be completed on the site. The Phase II/III ESA investigative efforts should include, at a minimum a geophysical survey, utilizing methods such as GPR, to identify the location(s) of any UST(s) potentially on the site. Due to the uncertainty of whether any releases of hazardous substances occurred previously at the site, soil sampling and analysis are recommended to determine if any contamination is present which may adversely affect the project study area and/or proposed construction activities. Soil samples should be tested for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), heavy metals, and polychlorinated biphenyls (PCBs). If a UST is present then the UST should be removed and disposed of properly prior to construction.
- Based on the service pit location in the south/southeastern corner of the southern basement, Skelly and Loy recommends that a Phase II/III be conducted in this area. The Phase II/III in this area at minimum should include shallow subsurface soil samples. If contaminated soils or pooled water are present during demolition an environmental professional should be contacted at that time to supervise the removal of the soils.
- The site is supplied with potable water from the city, the need to tap the
 aquifer underneath the site is highly unlikely. However, if the need to drill
 a water well at the site becomes necessary, groundwater should be
 sampled and submitted for laboratory analysis of VOCs, SVOCs, and
 heavy metals.
- Based on the suspected age of the building at the site (presumably built before 1950) and the suspected PCB containing transformer in the south/southeastern corner of the southern basement should be inspected and/or sampled to confirm or deny the presence of PCBs. Pending results, the transformer should be properly disposed.
- Based on the petroleum odor reported in boring number Four by Gateway, Skelly and Loy recommends a Phase II/Phase III ESA be completed. The Phase II/III ESA should include, at a minimum, shallow soil samples using a geo probe to penetrate the subsurface. These activities will help to better understand the extent both laterally and horizontally of the potential contamination. Soil samples should be tested for VOCs, SVOCs, heavy metals, and PCBs.





3.0 INTRODUCTION

3.1 Purpose

Skelly and Loy was retained by Brentwood Borough to complete a Phase I ESA prior to the potential purchase of the site. The purpose of this study was to identify potential RECs associated with the site, which is located in Brentwood, Allegheny County, Pennsylvania. The site was inspected for RECs including hazardous and nonhazardous waste generation, storage, and disposal; the existence of point and nonpoint source discharges; ASTs; USTs; and uncontrolled releases or conditions of threatened releases of environmentally sensitive materials.

3.2 Scope of Work

Skelly and Loy performed this Phase I ESA in general conformance with the scope and limitations of ASTM Practice E 1527-13 and our proposal to Brentwood Borough dated January 23, 2017. This Phase I ESA did not include an asbestos inspection, archaeological review, radon testing, LBP inspection, mold assessment, indoor air quality assessment, lead in drinking water testing, wetland investigation, soil and water sampling or analysis, vapor intrusion assessment, compliance audit, or environmental lien search.

Records reviewed included state and federal databases, PA DEP online eFACTS files, US EPA Envirofacts website, historical aerial photographs, and physical setting sources (soil, geology, and topographical maps). Interviews were also completed with available and knowledgeable persons including a representative of the PA DEP's Storage Tank Program. In conjunction with these efforts, a site reconnaissance of the various parcels was also completed.

3.3 Significant Assumptions

Skelly and Loy assumes that information obtained from the sources (listing review service agency, knowledgeable persons, etc.) is accurate. Every effort has been made to review reasonably ascertainable information from these standard sources; however, Skelly and Loy assumes no responsibility for inaccuracies obtained from these sources.



3.4 Limitations and Exceptions

The scope of this report is limited to the matters expressly covered. In preparing this report, Skelly and Loy has relied, in part, on information derived from secondary sources and personal interviews. Except as set forth in this report, Skelly and Loy has made no independent investigation as to the accuracy or completeness of the information derived from the secondary sources and personal interviews, and has assumed that such information was accurate and correct. The goal of this Phase I ESA is to identify potential RECs at the site. With this in mind, Skelly and Loy investigated the presence or likely presence of hazardous substances or petroleum products on site under conditions which indicate an existing release, past release, or a material threat of a release to the structures on the site or into the soils, groundwater, or surface water of the site. An environmental assessment cannot completely eliminate uncertainty relating to potential RECs associated with a property; rather, the intent of the Phase I ESA is to reduce this uncertainty.

Skelly and Loy's findings are based on and have been developed in accordance with generally accepted standards of environmental site evaluation, scientific principles, and professional judgment with resultant subjective interpretations. Professional judgments expressed herein are based on the facts currently available within the limits of existing data, scope of work, budget, and schedule. The findings are relevant for the dates of our site visit and should not be relied on to represent conditions at a later date. Skelly and Loy makes no representation or warranty that the implementation or use of the recommendations, findings, or conclusions of this report will result in compliance with applicable laws.

3.5 Deviations

No deletions or deviations from the ASTM E 1527-13 practice were made during the completion of this Phase I ESA.

3.6 Special Terms and Conditions

There were no special terms or conditions imposed on this Phase I ESA.



3.7 Reliance

This report has been prepared for and is intended for the exclusive use of Brentwood Borough and its subsidiaries, affiliates, and/or clients. The information may not be relied on by any other person or entity without the written authorization of the client.





4.0 SITE DESCRIPTION

4.1 Location and Legal Description

Information pertaining to the project is summarized in the following sections and an overview map and detail map obtained from the Environmental Data Resources Inc. (EDR) Radius Map™ report with Geocheck[®] (3) are included in this report following the text.

Located at 3735 Brownsville Road, Brentwood, Pennsylvania, the site is comprised of legal parcels 188-F-95 and 188-f-97 which is approximately 0.40 acres in size.

4.2 Activity/Use Limitations

There were no activity or use limitations identified for the site in the federal or state databases reviewed. The site is zoned commercial with a use code of OFFICE-1-2 stories.

4.3 Site and Vicinity Description

The site generally includes one multi-level block/brick structure, associated parking/paved driveways, and a small area of landscaped/rock garden near the front of the property near Brownsville Road. The structure is a multi-story, block/brick building, which currently is condemned. The structure is a multi-story, cinder block/brick building, which is currently condemned. The structure comprises approximately 18,000 square feet. The remaining area of the property is either paved with asphalt or concrete and serves as either parking or entry to the building. A small area near the front of the site has some landscaping/rock garden.

The vicinity of the site is commercial and residential in nature.

4.4 Current Use of Property

There is no current use at the site as it is condemned. The interior and exterior of the building are in poor condition and multiple locations of water damage were evident in the interior of the building.



4.5 Description of Structures and Other Improvements

The site includes one large structure which is a multi-story, block/brick building. The building was once used for the Snee Dairy daily operations, along with an office products distribution facility, apartments, and most recently condemned. The building is approximately 18,000 square feet. The majority of the site is the building. The building has 3 man door entrances and 4 garage door entrances.

4.6 Adjoining Property Information

The site is bound to the north by Hillman Street. The site is bound to the west by Brownsville road; to the south and east by a small, residential neighborhood. Across Hillman Street to the north of the site is Brentwood Presbyterian Church; to the west across Brownsville Road is the Donnelly-Boland and Associates Building (former Point View Garage).



5.0 USER	-PROVIDED	INFORMATION

5.0 USER-PROVIDED INFORMATION

A user questionnaire was completed by the current owner Tim Gaber, along with interviews with adjacent property owners.

5.1 Specialized Knowledge

Mr. Gaber is not completely familiar with the environmental conditions of the site. During the site reconnaissance, Mr. Gaber was interviewed and stated that he was unaware of any environmental conditions associated with the property or building. Mr. Gaber did state that an asbestos inspection was completed on the site.

The borough of Brentwood supplied Skelly and Loy personnel with the Limited Suspect Asbestos Building Inspection ⁽²⁾ report completed by General Contracting Corporation. The report does state that the building was positive for ACM especially within the roofing.

5.2 Valuation Reduction for Environmental Assessments

The value of the property is not applicable.

5.3 Owner, Property Manager, and Occupant Information

Skelly and Loy was able to obtain a User Questionnaire, an interview with Mr. Gaber. As stated above, he was not aware of any known environmental conditions associated with the site.

5.4 Reason for Performing Phase I ESA

The purpose of this Phase I ESA is to provide an appropriate inquiry consistent with ASTM E 1527-13 with the understanding that Brentwood Borough may purchase the property. It is also Skelly and Loy's understanding that the borough plans to demo the existing structure on the site.



6.0 RECORDS REVIEW

Skelly and Loy conducted a search of reasonably obtainable federal, state, and local public records to document current and past site ownership and usage and evidence, if any, of past or pending environmental corrective or enforcement actions at the subject properties or nearby locations. Skelly and Loy obtained federal and state database records, reviewed available state agency records online, reviewed physical setting sources and historical use information, and interviewed knowledgeable persons. This effort of the Phase I ESA was completed in conjunction with Section 7.0, Site Reconnaissance. Appendix A contains a copy of the Site Reconnaissance Guide.

6.1 Standard Environmental Record Sources

The environmental listings review for the project included a review of available US EPA Region III databases and the solid and hazardous waste databases available through PA DEP. This information was obtained from an EDR Radius Map[™] Report with Geocheck[®] on February 28, 2017, which can be found in Appendix B. The federal lists reviewed included the following.

- National Priority List (NPL)
- Proposed National Priority List (Proposed NPL)
- Federal Superfund Liens (NPL LIENS)
- National Priority List Deletions (Delisted NPL)
- Comprehensive Environmental Response, Compensation and Liability Index System (CERCLIS)
- Federal Facility Site Information Listing (FEDERAL FACILITY)
- CERCLIS No Further Remedial Action Planned (CERC-NFRAP)
- Resource Conservation and Recovery Act (RCRA) Corrective Action Report (CORRACTS)
- RCRA Treatment, Storage, and Disposal Facilities (RCRA-TSDF)
- RCRA Large Quantity Generators (RCRA-LQG)
- RCRA Small Quantity Generators (RCRA-SQG)
- Engineering Controls Sites List (US ENG CONTROLS)
- Sites with Institutional Controls (US INST CONTROL)
- Land Use Control Information System (LUCIS)
- Emergency Response Notification System (ERNS)



The state lists reviewed included the following.

- Notice of Potential Hazardous Sites (SHWS)
- HSCA Remedial Sites Listing (HSCA)
- Operating Facilities (SWF/LF)
- Unregulated Tank Cases (UNREG L Tanks)
- Storage Tank Release Sites (PA LAST)
- Leaking Underground Storage Tanks for Indian Land (INDIAN LUST)
- Aboveground Storage Tanks (PA AST)
- Underground Storage Tanks on Indian Land (INDIAN UST)
- Underground Storage Tank Listing (FEMA UST)
- Engineering Controls Site Listing (ENG CONTROLS)
- Environmental Covenants Listing (AUL)
- Institutional Controls Site Listing (INST CONTROL)
- Voluntary Cleanup Priority Listing (INDIAN VCP)
- Voluntary Cleanup Program Sites (VCP)
- Brownfield Sites (BROWNFIELDS)

Other records reviewed included the following.

- Listing of Brownfields Sites (US BROWNFIELDS)
- Torres Martinez Reservation Illegal Dump Site Locations (DEBRIS REGION 9)
- Open Dump Inventory (ODI)
- Abandoned Landfill Inventory (HIST LF)
- Report on the Status of Open Dumps on Indian Lands (INDIAN ODI)
- Clandestine Drug Labs (US CDL)
- National Clandestine Laboratory Register (US HIST CDL)
- Archived Aboveground Storage Tank Sites (ARCHIVE AST)
- CERCLA Lien Information (LIENS 2)
- Act 2-Deed Acknowledgment Sites (ACT 2-DEED)
- Hazardous Materials Information Reporting System (HMIRS)
- State Spills (SPILLS)
- Incident and Accident Data (DOT OPS)
- U.S. Department of Defense Sites (DOD)
- Formerly Used Defense Sites (FUDS)
- Superfund (CERCLA) Consent Decrees (CONSENT)
- Records of Decision (ROD)
- Uranium Mill Tailings Sites (UMTRA)
- Mines Master Index File (US MINES)
- Toxic Chemical Release Inventory System (TRIS)
- Toxic Substance Control Act (TSCA)
- Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)/TSCA Tracking System (FTTS)
- FIFRA/TSCA Tracking System Administrative Case Listing (HIST FTTS)



- Section 7 Tracking Systems (SSTS)
- Integrated Compliance Information System (ICIS)
- PCB Activity Database System (PADS)
- Material Licensing Tracking System (MLTS)
- Radiation Information Database (RADINFO)
- Facility Index System (FINDS)
- RCRA Administrative Action Tracking System (RAATS)
- Risk Management Plans (RMP)
- NPDES Permit Listing (NPDES)
- Underground Injection Wells (UIC)
- Manifest Information (MANIFEST)
- Registered Drycleaning Facilities (DRYCLEANERS)
- Permit and Emissions Inventory Data (AIRS)
- Indian Reservations (INDIAN RESERV)
- State Coalition for Remediation of Drycleaners Listing (SCRD DRYCLEANERS)
- Aerometric Information Retrieval System Facility Subsystem (US AIRS)
- MINES (MINES)
- 2020 Corrective Action Program List (2020 COR ACTION)
- Lead Smelter Sites (LEAD SMELTERS)
- Potential Responsible Party (PRP)
- EPA WATCH LIST (EPA WATCH LIST)
- Financial Assurance Information (US FIN ASSUR)
- PCB Transformer Registration Database (PCB TRANSFORMER)
- Steam-Electric Plan Operation Data (COAL ASH DOE)
- Coal Combustion Residues Surface Impounds List (COAL ASH EPA)
- EDR Manufactured Gas Plants (Manufactured Gas Plants)
- RGA LUST (Recovered Government Archive Leaking Underground Storage Tank)
- RGA FL (Recovered Government Archive Solid Waste Facilities List)
- RGA HWS (Recovered Government Archive State Hazardous Waste Facilities List)
- EDR Proprietary Historic Dry Cleaners (EDR Historical Cleaners)

The site was not identified on any of the databases. However, 6 sites were identified within the ASTM minimum recommended distances. In Skelly and Loy's opinion, only 1 of the 6 properties identified pose a potential adverse effect to the site. This site is identified and summarized in Table 1.



TABLE 1
DATABASE SUMMARY

SITE NAME	LOCATION	LISTING/STATUS
Point View Garage	3730 Brownsville Road E <1/8 mi. (52 feet) Higher elevation	EDR Historical Auto Repair Shop

ASTM Recommended Search Distances:

Federal RCRA CORRACTS facilities list - 1.0 mile

Federal CERCLIS NFRAP site list - 0.5 mile

Federal RCRA generators list – property and adjoining properties only

State and tribal registered storage tank lists - property and adjoining properties only

PA MINES list – per EDR

Other Ascertainable Records – NY & PA MANIFEST – per EDR

In addition to the above REC, there are numerous sites located within a quarter mile of the site. These sites based on location and topographical positions are not likely to pose a threat to the site:

- Kenzmoh's Sunoco/Conley's Service Station: This property is listed as a registered UST, LUST, and EDR Historic Auto Shop. The site is located approximately 0.065 miles from the site at a higher elevation. Based on the topographical location this property does not pose an environmental risk to the site.
- Brentwood Cleaner and Dyers: This property is listed as an EDR Historical Cleaner site and is located approximately 0.086 miles from the site at a higher elevation. Based on the topographical location this property does not pose an environmental risk to the site.
- Stewart J. Howard: This property is listed as a EDR Historical Auto Repair Shop and is located approximately 0.099 miles from the site at a higher elevation.
 Based on the topographical location this property does not pose an environmental risk to the site.
- Baseman's Cleaners and Tailors: This property is listed as an EDR Historical Cleaner site and is located approximately 0.115 miles from the site at a higher elevation. Based on the topographical location this property does not pose an environmental risk to the site.
- Siwik Techno Care: This property is registered as a LUST property. The site is located approximately 0.498 miles from the site at a much lower elevation.



Based on the topographical location this property does not pose an environmental risk to the site.

Correspondence with the PA DEP was conducted to gain further knowledge of these properties, particularly the site and the former and Point View Garage, due to its locale in relation to the site and listing on the Historic Auto Repair Shop. Ms. Patricia Renwick of the PA DEP Southwest Regional office stated she has no information in the PA DEP databases related to the site or and adjacent property (former Point View Garage).

6.2 Additional Environmental Record Sources

6.2.1 PA DEP Records

A review of PA DEP databases was performed on March 8, 2017, *via* the PA DEP eFACTS website. The project site was not identified in the Safe Drinking Water, Environmental Cleanup, Brownfields, or Waste Management databases. Due to time constraints on the project deliverables, a PA DEP file review was not conducted at the Southwestern Regional Office in Pittsburgh.

6.2.2 US EPA Records

A review of US EPA Region III databases was performed on March 3, 2017, *via* the US EPA Enviro-Facts website. The parcel that comprises the site was not identified in the Air Quality, Land Recycling and Waste Management, and Water Resource Management databases. There were three facilities identified in the surrounding area of the site; these sites do not pose an environmental risk to site.

6.3 Physical Setting Sources

Physical setting sources reviewed included the EDR Radius Map^{TM} Report with Geocheck[®]. Site conditions are summarized below.

• **Site Elevation:** The surface elevation is approximately 1,202 feet above mean sea level (msl). The site generally slopes very gently from northeast to southwest.



- **Soil Type/Condition:** The majority of the site was identified as urban land. These soils have highly variable surface texture, consistency, and hydraulic/infiltration rates.
- **Geology/Geologic Features:** The site is identified as being in the Paleozoic era, Pennsylvanian system, and Virgilian series. The geologic age is identified as Stratified Sequence.
- **Wetlands:** According to the EDR report, National Wetland Inventory (NWI) wetlands were not identified on or adjacent to the site. The closest recorded wetlands were identified over ½ mile from the site.
- **Wells:** According to the state database well information, there are no registered wells on site. One water wells was reported within a ¼ mile of the site on the EDR report. There are three registered oil and gas wells within 1/4 mile of the site.
- Radon: The EDR report indicated that the Federal Environmental Protection Agency Radon Zone for Allegheny County is Zone 1, which included a radon indoor average level >4 picocuries per liter (PCi/L). According to the EDR report, 460 radon tests were recorded for the same zip code as the site. Test results include a low of 0.9 PCi/L, a maximum of 104.7 PCi/L, and an average of 3.6 PCi/L.

6.4 Historical Use

6.4.1 Aerial Photographs

Historical aerial photography was reviewed to determine past land usage of the property. Photographs dated 1938, 1949, 1957, 1967, 1969, 1973, 1983, 1988, 1995, 2005, 2006, 2008, and 2010 were available. These photographs were obtained from the EDR Aerial Photo Decade Package⁽⁴⁾ and can be found in Appendix C. Some of the photographs were difficult to review due to their scale and clarity. Land use observations are summarized below.

- 1938 Specific details are difficult to discern due to poor clarity in this photo. The building on site is similar to current day size and layout. The area east of the site appears to be commercially developed. Both the north, south and east quadrants contain residential developments.
- 1949 Specific details are difficult to discern due to poor clarity in this photo. A large residential development was constructed sometime between 1938 and 1949 in the southwest and southeast corners of the photo. Adjacent properties to the site appear to remain largely unchanged from the 1938 aerial.



- 1957 Specific details are difficult to discern due to poor resolution and clarity in this photo. The property to the north (current day Brentwood Presbyterian Church) appears to have added on to the property on the north side. Surrounding area appears to remain largely unchanged from the 1949 aerial.
- 1967 Specific details are difficult to discern due to poor resolution and clarity in this photo. The Surrounding area appears to remain largely unchanged from the 1957 aerial.
- 1969 The site, adjacent and surrounding properties appear largely unchanged from the 1967 photo.
- 1973 Specific details are difficult to discern due to poor resolution and clarity in this photo. The site, surrounding, and adjacent properties appear to remain largely unchanged from the 1969 aerial.
- 1983 A large residential development has been expanded between 1973 and 1983 in the southern edge of the photo. Adjacent properties to the site appear to remain largely unchanged from the 1973 aerial.
- 1988 The site, adjacent and surrounding properties appear largely unchanged from the 1983 photo.
- 1995 The site, adjacent and surrounding properties appear largely unchanged from the 1988 photo.
- 2005 The site and adjacent area appear similar to the 1995 aerial.
- 2006 The site and adjacent area appear similar to the 2005 aerial.
- An adjacent commercial property to the northwest (current day Brentwood Medical Group) was removed and leveled between 2006 and 2008. The site and adjacent properties appear similar to the 2008 aerial.
- 2010 The adjacent property to the west has completed a paved parking lot. The adjacent property to the northwest is now completed and is present day Brentwood Medical Group's building. Surrounding areas appear similar to the 2008 aerial.



6.4.2 Fire Insurance Maps

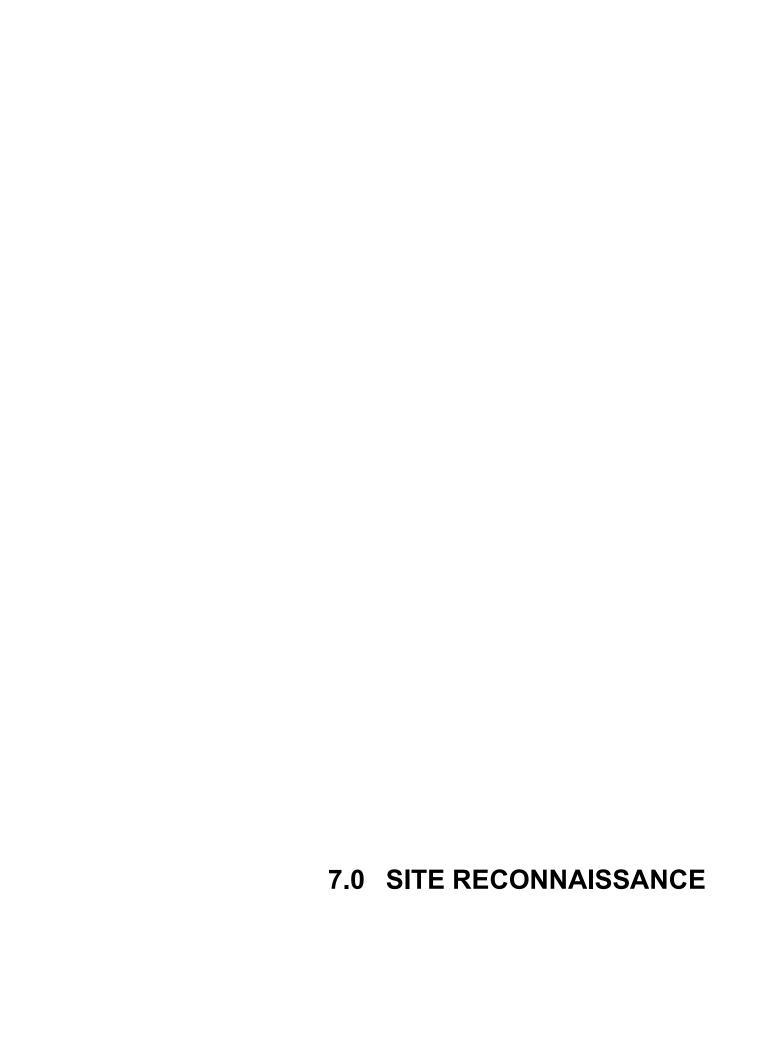
The EDR Certified Sanborn® Map Report⁽⁵⁾ were reviewed to determine past land usage and development of the property. Maps dated 1925, 1950, and 1979 were available. These maps were obtained from the EDR report and can be found in Appendix D.

- The site appears to have one small dwelling on property. An adjacent property to the west appears to have multiple buried gasoline tanks and is labeled as an electric motor repair shop. Other adjacent and surrounding properties appear to be church related or residential.
- The site appears to have been developed into the present day building. The adjacent property to the west appears to still have multiple buried gas tanks and is now labeled as an auto repair shop. An adjacent property to the north was developed and is labeled as the Brentwood Presbyterian Church. Adjacent and surround properties to the east and south are of the residential setting. Surrounding properties to the north and southwest appear to be commercial.
- 1979 The site appears to be unchanged from the 1950 map and is similar to present day. The adjacent properties remained unchanged. A surrounding property to the southwest now appears to be developed into present day St. Sylvester R.C. Church and School. Other surrounding properties remain similar to the 1950 map.

6.5 Environmental Liens and Activity/Use Limitations

An environmental lien search was not completed by Skelly and Loy for this property.





7.0 SITE RECONNAISSANCE

7.1 Methodology and Limiting Conditions

A site reconnaissance was completed by Skelly and Loy on March 13, 2017. Skelly and Loy was accompanied by the current property owner. The site visit included visual observations of the site to identify existing conditions and potential RECs. All accessible portions of the property were viewed. Inspection of the building on site was completed as part of the site reconnaissance.

There were no weather conditions that would be considered a limiting condition.

A completed site reconnaissance guide is located in Appendix A, and photographs taken during the investigation are in Appendix E. Additional information observed during the site reconnaissance is summarized below.

7.2 General Site Setting

The site is approximately 0.4 acres (approximately 15,182 square feet) in area and generally includes one block/brick structure, associated parking/paved driveways, and a small area of landscaped/rock garden near the front of the property near Brownsville Road. The structure is a multi-story; block/brick building, which is currently condemned. The structure comprises approximately 18,000 square feet of space. The remaining area of the property is paved with asphalt or is concrete and serves as either parking or entry for vehicles. A small area near the front of the site has some landscaping/rock garden area.

7.3 Site Visit Findings

7.3.1 Storage, Handling, and Disposal of Hazardous Substances

Based on the age of the building and the conversations with the current owner the building on site presumably contains asbestos containing material (ACM), and lead based paints.

Several types of household painting and cleaning materials were found on site such as denatured alcohol, acrylic enamel reducer, paste finishing wax, and other



household cleaning products. Based on the quantities stored of these chemicals, they do not pose a significant risk to human health or the environment.

7.3.2 Underground Storage Tanks

A suspected UST filling port was located by garage door on the upper south/southwestern corner of the building during the site reconnaissance. No evidence or documentation of or about the tank was found during the background search or interview process. The suspected UST vent is illustrated on Appendix E.

7.3.3 Aboveground Storage Tanks

No indicators of ASTs were observed during the site reconnaissance.

7.3.4 Indicators of PCBs and Mercury

One suspected PCB containing transformer was located in the south/southeastern corner of the southern basement. Pictures of the suspected PCB containing transformer are illustrated on Appendix E.

7.3.5 Heating System

Historically the site appears that it was heated with a coal/wood fired fireplace located on the southeastern wall of the southern basement. During the site reconnaissance a natural gas fired furnace was located on the upper levels and is illustrated in appendix E. The current owner stated that currently the site is not heated at all and the natural gas service lines are shut off.

7.3.6 Stains or Corrosion

Staining was evident at and around the suspected PCB transformer in the south/southeastern corner of the southern basement. No other staining or corrosion was evident during the site reconnaissance.



7.3.7 Drains and Sumps

Several drains are located throughout the building. When asked about where the drains lead, Mr. Gaber said that he knew most of the drains went to the sumps located in the southern basement. Mr. Gaber stated he believed the sumps were then pumped into the sewer lines.

7.3.8 Pits, Ponds, or Lagoons

One pit was located in the southern basement during the site reconnaissance. The pit appears to have been used for the servicing of vehicles. No other pits, ponds, or lagoons were observed during the site reconnaissance.

7.3.9 Stressed Vegetation

Stressed vegetation was not observed during the site reconnaissance.

7.3.10 Solid Waste

Throughout the structure on the site there appears to be rubbish and trash that has accumulated through the years on each level of the building. While it doesn't pose a significant, immediate environmental issue, accumulated trash could lead to the attraction of unwanted animals.

7.3.11 Wastewater

The structure at the site is connected to the public sewer system.

7.3.12 Wells

Wells were not observed during the site reconnaissance.



7.4 Adjacent Properties

The immediately adjacent properties to the site were viewed during the site reconnaissance. The site is generally surrounded by churches, commercial, and residential developments. The site is bound to the north by Hillman Street, and Brentwood Presbyterian Church. The site is bound to the east and south by a residential development (access via Hillman Street and Brownsville Road). To the west of the site is Brownsville Road and Donnelly-Boland and Associates (historically Point View Garage). Beyond the adjacent properties are primarily churches, residential, and some commercial properties.



8.0 INTERVIEWS

In order to obtain additional information regarding the site, persons knowledgeable of the general area were contacted. These contacts included the following.

- Mr. Tim Gaber is the owner of proposed property transaction. Mr. Gaber was interviewed during the site reconnaissance. Mr. Gaber stated he was not aware of any environmental conditions, issues, or problems associated with the property and that he has owned the property since approximately 2007. He was aware of a previous asbestos test of the roofing material and did state it came back positive for ACM. Mr. Gaber did supply the ACM inspection report to the borough. Mr. Gaber did state that the site is now condemned.
- Mr. John Barker, Pastor for Brentwood Presbyterian Church, has been the affiliated with the church for 34 years. He stated that the site was formerly the Snee Dairy facility, later purchased by UBA Office Products distribution services, Mr. Gaber then purchased the property and rented rooms out and is now currently vacant. Mr. Barker did not know of any former filling stations or auto service work completed on the site and does not know of any environmental concerns associated with the property.
- Mr. Kevin P. Boland, CPA, owner and operator of Donnelly-Boland and Associates, was interviewed during the site reconnaissance. Mr. Boland owns the adjacent property to the west of the site across Brownsville Road (3730 Brownsville Road). He stated that he purchased the property from Brentwood Bank four to five years ago. Mr. Boland stated that historically his property had tanks on it and that a phase I and limited phase II ESA report had been completed on the site. Mr. Boland did supply the Phase I Limited Phase II Environmental Site Assessment report to Skelly and Loy, Personnel⁽⁶⁾. Mr. Boland stated that the report does not have any findings of soil contamination above the respected thresholds.
- Ms. Patricia Renwick, Manager of Storage Tank Program and Cleanup Projects for the PA DEP Southwestern Region, was consulted regarding the site and various properties surrounding the site. Ms. Renwick stated that the site was not identified in any of the cleanup or reclamation programs associated with the DEP.



9.0 OTHER ENVIRONMENTAL CONSIDERATIONS

9.1 Asbestos-Containing Materials

Although an ACM inspection was not conducted during the site visit, Skelly and Loy was provided by the Brentwood borough copy of the Limited Suspect Asbestos Building Inspection Report ⁽²⁾ finding evidence of ACM within the structure.

9.2 Lead-Based Paint

A LBP inspection was not conducted during the site visit. Based on interviews with knowledgeable parties, the age of the building, LBP may be present throughout the structure.

9.3 Radon

The EDR report indicated that the Federal EPA Radon Zone for Allegheny County is Zone 1, which includes a radon indoor average level >4 PCi/L. According to the EDR Report, the average radon level for the subject area and vicinity is 3.6 PCi/L. Although a radon inspection was not conducted as part of this Phase I ESA, no indicators of radon were observed.

9.4 Wetlands

According to the EDR report, NWI areas were not identified on the site. No wetlands were identified over $\frac{1}{2}$ a mile from the site. Wetland delineation was not conducted by Skelly and Loy as part of this assessment.

9.5 Microbial Contamination (Mold)

Although mold testing was not completed as part of this ESA, some black, spotted material was identified on multiple areas of the southern basement of the building during the site reconnaissance. Molds gradually destroy the materials which they grow on and can be controlled by controlling moisture in the areas the mold grows. Exposure to mold can cause a variety of health effects and symptoms, including allergic reactions. It is Skelly and Loy's professional opinion that this area should be inspected or tested for mold in general accordance



with the USEPA's "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, Reprinted September, 2008).

9.6 Vapor Encroachment Conditions

There was no evidence of vapor encroachment conditions during the site visit. No actual sampling or testing was performed.



10.0 ACRONYMS

AAI All Appropriated Inquiries

ACM Asbestos Containing Material

ACT 2-DEED Act 2-Deed Acknowledgment Sites

AIRS Permit and Emissions Inventory Data

ARCHIVE AST Archived Aboveground Storage Tank

ARCHIVE UST Archived Underground Storage Tank Sites

AST Aboveground Storage Tank

ASTM American Society for Testing and Materials

AUL Environmental Covenants Listing

BROWNFIELDS Brownfields Sites

CDL Clandestine Drug Labs

CERCLA Comprehensive Environmental Response, Compensation, and

Liability Act

CERCLIS Comprehensive Environmental Response, Compensation, and

Liability Index System

CERC-NFRAP CERCLIS No Further Remedial Action Planned

CONSENT Superfund Consent Decrees

CORRACTS RCRA Corrective Actions

Delisted NPL National Priority List Deletions

EDR Environmental Data Resources, Inc.

eFACTS Environment Facility Application Compliance Tracking System

EPA Environmental Protection Agency

ERNS Emergency Response Notification System

ESA Environmental Site Assessment

FINDS Facility Index System

INDIAN LUST Leaking Underground Storage Tanks on Indian Land



INDIAN ODI Report on the Status of Open Dumps on Indian Land

INDIAN RESERV Indian Reservations

INDIAN UST Underground Storage Tanks on Indian Land

INDIAN VCP Voluntary Cleanup Priority Listing

INST CONTROL Institutional Controls Site Listing

LAST Storage Tank Release Sites

LBP Lead-Based Paint

LIENS 2 CERCLA Lien Information

LQG Large Quantity Generator

LUST Leaking Registered Storage Tank

MLTS Material Licensing Tracking System

MSL Mean Sea Level

NFRAP No Further Remedial Action Planned

NPDES National Pollutant Discharge Elimination System

NPL National Priority List

NPL Liens Federal Superfund Liens

PA DEP Pennsylvania Department of Environmental Protection

PCB Polychlorinated biphenyl

PCB Transformer PCB Transformer Registration Database

pCi/L Picocuries per Liter

PCP Pentachlorophenol

RAATS RCRA Administrative Action Tracking System

RCRA Resource Conservation and Recovery Act

REC Recognized Environmental Condition

SHWS Hazardous Sites Cleanup Act Site List

SQG Small Quantity Generator

SWF/LF Operating Facilities



TSCA Toxic Substance Control Act

TSDF Treatment, Storage, and Disposal Facilities

UNREG LTANKS Unregulated Tank Cases

US BROWNFIELDS Brownfields Sites

US ENG CONTROLS Engineering Controls Sites

U.S. EPA Environmental Protection Agency

USGS United States Geological Survey

UST Underground Storage Tank

VCP Voluntary Cleanup Program

VOC Volatile Organic Compound





11.0 BIBLIOGRAPHY

- 1. Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, American Society for Testing and Materials Practice E 1527-13, Updated 2013.
- 2. Limited Suspect Asbestos Building Inspections Report, General Contracting Corporation, January 5, 2016
- 3. The EDR Radius Map[™] Report with Geocheck[®] Report, EDR, Inc., February 28, 2017.
- 4. The EDR Aerial Photo Decade Package, EDR, Inc., November 1, 2016. Photograph Dates: 1938, 1949, 1957, 1967, 1969 1973, 1983, 1988, 1995, 2005, 2006, 2008, and 2010.
- 5. Certified Sanborn® Map Report, EDR, Inc., February 28, 2017.
- 6. Phase I and Limited Phase II Environmental Site Assessment, Community Bank, Brentwood Bank, July 2007.



12.0 PREPARERS

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312 and we have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Prepared By:

Ty K. Rhoades

Environmental Scientist-Preparer B.A., Geology-5 years' experience

Jason T. McCabe

Environmental Professional - Reviewer B.S., Geology - 12 years' experience

Daniel J. Davis, CEM, CES

Environmental Professional - Reviewer

B.S., Biology - 25 years' experience



APPENDICES

APPENDIX A PHASE I ESA SITE RECONNAISSANCE GUIDE

SKELLY AND LOY, INC. PHASE I ENVIRONMENTAL SITE ASSESSMENT SITE RECONNAISSANCE GUIDE

SITE NAME: Snee [lairy Phase -	I .			
WEATHER CONDITIO	NS:	CLD	YCLR Temp: ~25 E	F Precip: <u>None</u>	
SURROUNDING PROF	PERTY USAGE:				
NORTH: SOUTH: EAST: WEST:	Hillman street, Brentwood Presby. Church Residential Residential Brownsville Road, Donnelly-Boland & Associates (Former Point view Garage				
STORAGE TANKS					
Fuel Islands		_Y		1) found on west side of	
Underground Storage T	anks	_Y	vent Pipe (Suspected N If yes, number:		
CONTENTS	3	SIZE	INSTALLATION DATE	OBSERVATION WELLS	
Previous Underground S	Storage Tanks	Y	V N IF YES, NUMBER	:	
CONTENTS		SIZE	REMOVAL DATE	RELEASE (YES OR NO)	
Aboveground Storage To	anks	Υ	_ N IF YES, NUMBER:	J	
CONTENTS		SIZE	INSTALLATION DATE	OBSERVATION WELLS	
			- 170 Mar		



Location: Public Sewer Septic System N Location: _____ \sqrt{N} Oil/Water Separator Location and Outlet: Sumps in Gasement Floor Drains outlet appears to be sevel system Location: Dumpster, Bulk Waste Container Waste Disposal Areas Waste Type: Debris, Garbage, old cleaning /fainting Products, Paint cans, old fildge on roof Other Waste-Related Concerns Drum Storage Number: 1 (Water) Empty Drums Product Type/#: Product Drums Waste Drums Waste Type/#: ____ Fair _____Poor √ Good **Drum Condition** ✓ N Drums Labeled/Marked Type: Basemont (South) Storage Area Contained Other Containers Product/Waste Type: (pails, bags, boxes) **GROUNDWATER/SURFACE WATER** Wells (on-site) Number: Location: Usage: Wells (within 500' of site) Number: _____ Location: Usage: _____ Usage: Auto service Pit South basement Ponds, Lagoons, Pits Streams Flow: E/S Controls (diversion and/or Describe: ____ collection ditches, culverts, sediment ponds, storm sewer)

MATERIAL AND WASTE HANDLING/DISPOSAL



Discolored Water
Point Source Discharge

BIOLOGICAL/CHEMICAL/PH	YSICAL INDICATORS
Seeps/Discharges Stained Ground Stressed Vegetation Odors	Y
STRUCTURES/FEATURES	<u> </u>
Parking Lots (material) Buildings (number, use)	N Describe: Small (concrete, Asphalt)N Describe: <u>1 (multi-story)</u>
Building Heating System(s)	Currently shut off, Previously was gas, Historically coal/wood fired
Former Heating System On-Site Utilities	Currently shut off, Previously was gas, Historically coal/wood fixed gas, Historically wood/coal fixed Electric currently on, All others off
Interior Building Components	
Light Ballasts Fluorescent Lights Light Switches Thermostats Elevator(s) Equipment (i.e., Motore	
TERRAIN	
Hills Mounds Dansseigns (as	
Surface Water Drainage	eneral slope)
Fill Areas Roads, Paths, Trails, Railroad Tracks, Railroad Beds	To the South Type: Describe: YN Describe:
OTHER	
	/
Air Emissions	YV N
Meter Readings	YN
Unidentifiable Piping	YN
Concrete Pads	YN
Pipelines	YN
Electrical Transformers	
General Housekeeping	GoodFair/ Poor
Adjoining Property Concerns	V



On-Site Documents Re Reports and Records:	eviewed (i.e., MSDS Sh			Other Environmental
Other Comments			· · · · · · · · · · · · · · · · · · ·	
Other Comments:				
FIELD TEAM				
Ty Rhoades				
Ty Rhoades Sason Mc (abo	D			
		Date:	3/13/17	
• •	,			
		OITE OKETOU		
ا دو. د	O cartido	SITE SKETCH od frældf. Charch		
Former view	BIEN			
		an Street		
	Marios	Columba Neorg	Galago (
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الم الم	OSUMP	,		
L_	Tona Wile			
}	Levery t			N A



APPENDIX B EDR, Inc. RADIUS MAP REPORT

Snee Dairy Property 3735 Brownsville Road Pittsburgh, PA 15227

Inquiry Number: 4865135.2s

February 28, 2017

EDR Summary Radius Map Report



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

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Thank you for your business.Please contact EDR at 1-800-352-0050 with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

3735 BROWNSVILLE ROAD PITTSBURGH, PA 15227

COORDINATES

Latitude (North): 40.3716210 - 40° 22' 17.83" Longitude (West): 79.9749460 - 79° 58' 29.80"

Universal Tranverse Mercator: Zone 17 UTM X (Meters): 587025.2 UTM Y (Meters): 4469298.5

Elevation: 1202 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property: TP

Source: U.S. Geological Survey

Target Property: NE

Source: U.S. Geological Survey

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20150914 Source: USDA

MAPPED SITES SUMMARY

Target Property Address: 3735 BROWNSVILLE ROAD PITTSBURGH, PA 15227

Click on Map ID to see full detail.

MAP		4 D D D E 0 0	DATABAGE A OBONIVARO	RELATIVE	DIST (ft. & mi.)
<u>ID</u>	SITE NAME	ADDRESS	DATABASE ACRONYMS	ELEVATION	DIRECTION
A1	POINT VIEW GARAGE 3	3734 BROWNSVILLE R	EDR Hist Auto	Higher	52, 0.010, West
A2	POINT VIEW GARAGE	3730 BROWNSVILLE RD	EDR Hist Auto	Higher	111, 0.021, West
B3	KEZMOHS SUNOCO	3700 BROWNSVILLE RD	UST	Higher	346, 0.066, NNW
B4	CONLEY S SERVICE STA	3700 BROWNSVILLE R	EDR Hist Auto	Higher	346, 0.066, NNW
B5	KEZMOHS SUNOCO	3700 BROWNSVILLE RD	LUST	Higher	346, 0.066, NNW
B6	BRENTWOOD CLEANERS &	3629 BROWNSVILLE R	EDR Hist Cleaner	Higher	454, 0.086, North
B7	STEWART J HOWARD	12 MARYLEA AVE	EDR Hist Auto	Higher	521, 0.099, NW
8	BASEMAN S CLEANERS &	3617 BROWNSVILLE R	EDR Hist Cleaner	Higher	608, 0.115, North
9	SIWIK TECHNO CARE	4015 CLAIRTON BLVD	LUST	Lower	2628, 0.498, WSW

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in **bold italics** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

State and tribal leaking storage tank lists

LUST: A review of the LUST list, as provided by EDR, and dated 12/12/2016 has revealed that there are 2 LUST sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
KEZMOHS SUNOCO Facility Id: 576350	3700 BROWNSVILLE RD	NNW 0 - 1/8 (0.066 mi.)	B5	8
Lower Elevation	Address	Direction / Distance	Map ID	Page
SIWIK TECHNO CARE Facility ld: 578363	4015 CLAIRTON BLVD	WSW 1/4 - 1/2 (0.498 mi.)	9	9

State and tribal registered storage tank lists

UST: A review of the UST list, as provided by EDR, and dated 12/01/2016 has revealed that there is 1 UST site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
KEZMOHS SUNOCO Site ID: 561920 Tank Status: Currently In Use	3700 BROWNSVILLE RD	NNW 0 - 1/8 (0.066 mi.)	В3	8

EXECUTIVE SUMMARY

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR Hist Auto: A review of the EDR Hist Auto list, as provided by EDR, has revealed that there are 4 EDR Hist Auto sites within approximately 0.125 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
POINT VIEW GARAGE 3 Database: EDR Hist Auto, Date of 0	3734 BROWNSVILLE R Government Version: 02/20/2007	W 0 - 1/8 (0.010 mi.)	A1	8
POINT VIEW GARAGE Database: EDR Hist Auto, Date of	3730 BROWNSVILLE RD Government Version: 02/20/2007	W 0 - 1/8 (0.021 mi.)	A2	8
CONLEY S SERVICE STA Database: EDR Hist Auto, Date of	3700 BROWNSVILLE R Government Version: 02/20/2007	NNW 0 - 1/8 (0.066 mi.)	B4	8
STEWART J HOWARD Database: EDR Hist Auto, Date of	12 MARYLEA AVE Government Version: 02/20/2007	NW 0 - 1/8 (0.099 mi.)	B7	9

EDR Hist Cleaner: A review of the EDR Hist Cleaner list, as provided by EDR, has revealed that there are 2 EDR Hist Cleaner sites within approximately 0.125 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BRENTWOOD CLEANERS & Database: EDR Hist Cleaner, Date	3629 BROWNSVILLE R of Government Version: 02/20/2007	N 0 - 1/8 (0.086 mi.)	B6	9
BASEMAN S CLEANERS & Database: EDR Hist Cleaner, Date	3617 BROWNSVILLE R of Government Version: 02/20/2007	N 0 - 1/8 (0.115 mi.)	8	9

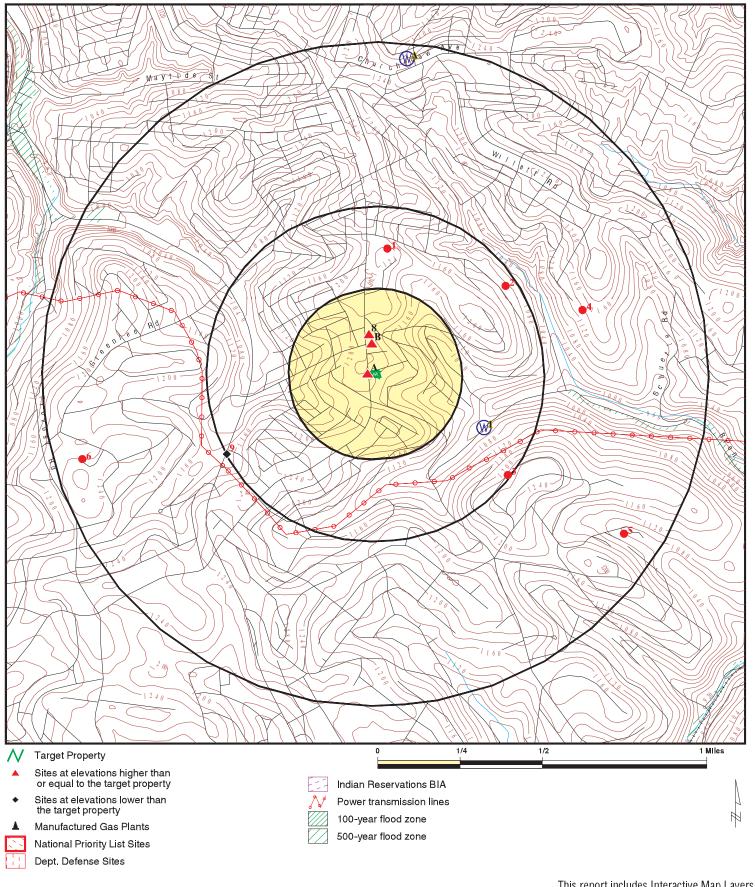
Database(s)	
Zip	
Site Address	
Site Name	
EDR ID	
City	

ORPHAN SUMMARY

Count: 0 records.

NO SITES FOUND

OVERVIEW MAP - 4865135.2S



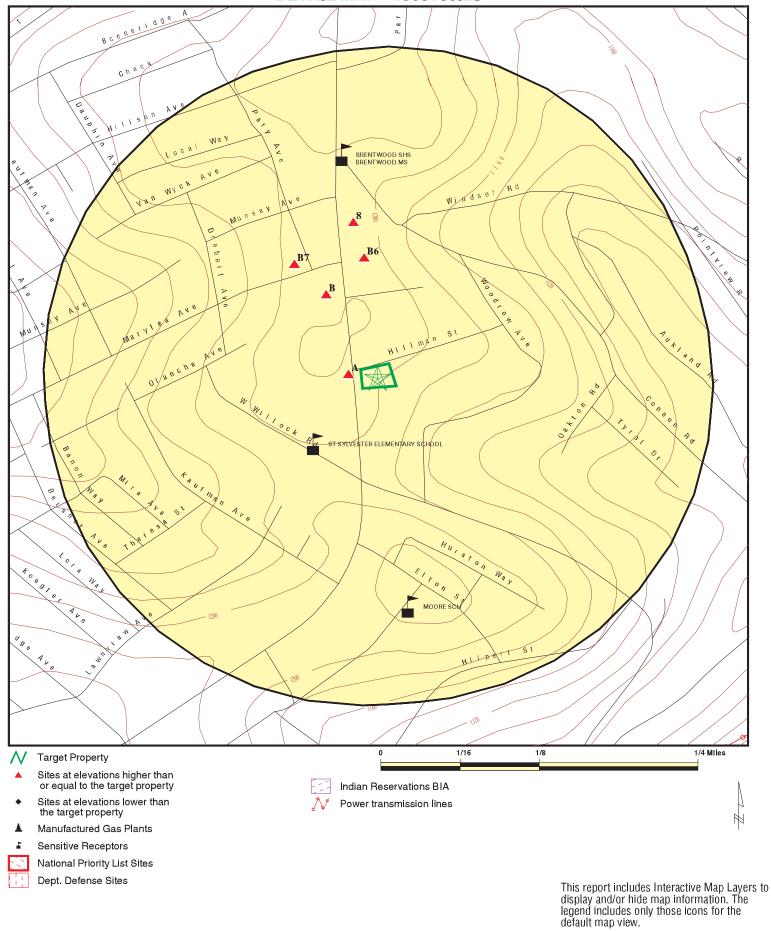
This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

CLIENT: CONTACT: SITE NAME: Snee Dairy Property Skelly and Loy, Inc. ADDRESS: 3735 Brownsville Road Ty Rhoades Pittsburgh PA 15227 40.371621 / 79.974946 INQUIRY#: 4865135.2s LAT/LONG:

February 28, 2017 11:47 am DATE:

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DETAIL MAP - 4865135.2S



SITE NAME: Snee Dairy Property
ADDRESS: 3735 Brownsville Road
Pittsburgh PA 15227
LAT/LONG: 40.371621 / 79.974946

CLIENT: Skelly and Loy, Inc.
CONTACT: Ty Rhoades
INQUIRY #: 4865135.2s
DATE: February 28, 2017 11:48 am

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	>1	Total Plotted
STANDARD ENVIRONMENT	TAL RECORDS							
Federal NPL site list								
NPL Proposed NPL NPL LIENS	1.000 1.000 TP		0 0 NR	0 0 NR	0 0 NR	0 0 NR	NR NR NR	0 0 0
Federal Delisted NPL sit	e list							
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
FEDERAL FACILITY SEMS	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
Federal CERCLIS NFRAI	P site list							
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Federal RCRA CORRAC	TS facilities li	st						
CORRACTS	1.000		0	0	0	0	NR	0
Federal RCRA non-COR	RACTS TSD fa	acilities list						
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generator	s list							
RCRA-LQG RCRA-SQG RCRA-CESQG	0.250 0.250 0.250		0 0 0	0 0 0	NR NR NR	NR NR NR	NR NR NR	0 0 0
Federal institutional con engineering controls reg								
LUCIS US ENG CONTROLS US INST CONTROL	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
State- and tribal - equiva	lent NPL							
SHWS HSCA	1.000 1.000		0 0	0 0	0 0	0 0	NR NR	0 0
State and tribal landfill a solid waste disposal site								
SWF/LF	0.500		0	0	0	NR	NR	0
State and tribal leaking s	storage tank l	ists						
LAST LUST INDIAN LUST	0.500 0.500 0.500		0 1 0	0 0 0	0 1 0	NR NR NR	NR NR NR	0 2 0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UNREG LTANKS	0.500		0	0	0	NR	NR	0
State and tribal registere	d storage tar	ık lists						
FEMA UST UST AST INDIAN UST	0.250 0.250 0.250 0.250		0 1 0 0	0 0 0 0	NR NR NR NR	NR NR NR NR	NR NR NR NR	0 1 0 0
State and tribal institution control / engineering con		s						
ENG CONTROLS INST CONTROL AUL	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
State and tribal voluntary	cleanup site	es						
VCP INDIAN VCP	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
State and tribal Brownfie	lds sites							
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMEN	TAL RECORDS	<u> </u>						
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / S Waste Disposal Sites	olid							
HIST LF INDIAN ODI ODI DEBRIS REGION 9 IHS OPEN DUMPS	0.500 0.500 0.500 0.500 0.500		0 0 0 0	0 0 0 0	0 0 0 0	NR NR NR NR NR	NR NR NR NR NR	0 0 0 0
Local Lists of Hazardous Contaminated Sites	waste /							
US HIST CDL US CDL	TP TP		NR NR	NR NR	NR NR	NR NR	NR NR	0 0
Local Lists of Registered	Storage Tan	ıks						
ARCHIVE UST ARCHIVE AST	0.250 TP		0 NR	0 NR	NR NR	NR NR	NR NR	0 0
Local Land Records								
LIENS 2 ACT 2-DEED	TP 0.500		NR 0	NR 0	NR 0	NR NR	NR NR	0 0
Records of Emergency R	-	rts						
HMIRS SPILLS	TP TP		NR NR	NR NR	NR NR	NR NR	NR NR	0 0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
Other Ascertainable Records								
RCRA NonGen / NLR FUDS DOD SCRD DRYCLEANERS US FIN ASSUR EPA WATCH LIST 2020 COR ACTION TSCA TRIS SSTS ROD RMP RAATS PRP PADS ICIS FTTS MLTS COAL ASH DOE COAL ASH EPA PCB TRANSFORMER RADINFO HIST FTTS DOT OPS CONSENT INDIAN RESERV FUSRAP UMTRA LEAD SMELTERS US AIRS US MINES FINDS DOCKET HWC	0.250 1.000 1.000 0.500 TP TP 0.250 TP TP TP 1.000 TP		O O O O RR O RR N O RR N RR RR RR R O RR RR O O O O	0 0 0 0 0 RR 0 RR R O R R R R R R R R O R R R R	NOOORRRRR ORRRR ORRR ORRR OOOORRR RRR NN	NOORRERE ORRERE REER REER OOORREER NEED OOORREER REER REER REER REER REER RE	\text{R} \te	
UXO AIRS DRYCLEANERS MANIFEST MINES NPDES UIC ECHO FUELS PROGRAM ABANDONED MINES EDR HIGH RISK HISTORICA EDR Exclusive Records	1.000 TP 0.250 0.250 0.250 TP TP TP 0.250 0.500		0 NR 0 0 0 NR NR NR 0 0	0 NR 0 0 0 NR NR NR 0 0	0 NR NR NR NR NR NR NR O	O NR NR NR NR NR NR NR NR	NR NR NR NR NR NR NR NR	0 0 0 0 0 0 0 0
EDR MGP	1.000		0	0	0	0	NR	0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted	
EDR Hist Auto EDR Hist Cleaner	0.125 0.125		4 2	NR NR	NR NR	NR NR	NR NR	4 2	
EDR RECOVERED GOVERNMENT ARCHIVES									
Exclusive Recovered	Govt. Archives								
RGA HWS RGA LF RGA LUST	TP TP TP		NR NR NR	NR NR NR	NR NR NR	NR NR NR	NR NR NR	0 0 0	
- Totals		0	8	0	1	0	0	9	

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID MAP FINDINGS

Direction Distance

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

A1 POINT VIEW GARAGE 3730 EDR Hist Auto
West 3734 BROWNSVILLE ROAD

< 1/8 PITTSBURGH, PA 0.010 mi.

0.010 m 52 ft.

Click here for full text details

Relative: Higher

A2 POINT VIEW GARAGE EDR Hist Auto 1009061183
West 3730 BROWNSVILLE RD N/A

West 3730 BROWNSVILLE RD < 1/8 PITTSBURGH, PA 15227

0.021 mi. 111 ft.

Click here for full text details

Relative: Higher

 B3
 KEZMOHS SUNOCO
 UST
 U001093007

 NNW
 3700 BROWNSVILLE RD
 N/A

NNW 3700 BROWNSVILLE RD < 1/8 PITTSBURGH, PA 15227

0.066 mi. 346 ft.

Click here for full text details

Relative: Higher

UST

Site ID: 561920

Tank Status: Currently In Use

B4 CONLEY S SERVICE STATION EDR Hist Auto 1009062198

NNW 3700 BROWNSVILLE ROAD < 1/8 PITTSBURGH, PA

< 1/8 P 0.066 mi.

346 ft.

Click here for full text details

Relative: Higher

B5 KEZMOHS SUNOCO LUST S115854688 NNW 3700 BROWNSVILLE RD N/A

NNW 3700 BROWNSVILLE RD < 1/8 PITTSBURGH, PA 15227 0.066 mi.

346 ft.

Click here for full text details

Relative: Higher

LUST

Facility Id: 576350

1009060569

N/A

N/A

Map ID MAP FINDINGS

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

B6 BRENTWOOD CLEANERS & DYERS EDR Hist Cleaner 1009173499 3629 BROWNSVILLE ROAD N/A

North < 1/8 PITTSBURGH, PA

0.086 mi. 454 ft.

Click here for full text details

Relative: Higher

B7 STEWART J HOWARD **EDR Hist Auto** 1009061692

NW 12 MARYLEA AVE N/A

< 1/8 0.099 mi.

521 ft. Click here for full text details

PITTSBURGH, PA

Relative:

Higher

EDR Hist Cleaner 1009173191 8 **BASEMAN S CLEANERS & TAILORS** N/A

North 3617 BROWNSVILLE ROAD

< 1/8 PITTSBURGH, PA

0.115 mi. 608 ft.

Click here for full text details

Relative: Higher

LUST S105145682 9 **SIWIK TECHNO CARE** wsw **4015 CLAIRTON BLVD** N/A PITTSBURGH, PA 15227

1/4-1/2 0.498 mi. 2628 ft.

Click here for full text details

Relative: Lower

LUST

Facility Id: 578363

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
PA	ACT 2-DEED	Act 2-Deed Acknowledgment Sites	Department of Environmental Protection	04/23/2010	04/28/2010	04/30/2010
PA	AIRS	Permit and Emissions Inventory Data	Department of Environmental Protection	12/31/2014	02/11/2016	04/11/2016
PA	ARCHIVE AST	Archived Aboveground Storage Tank Sites	Department of Environmental Protection	12/01/2016	12/15/2016	01/24/2017
PA	ARCHIVE UST	Archived Underground Storage Tank Sites	Department of Environmental Protection	12/01/2016	12/15/2016	01/24/2017
PA	AST	Listing of Pennsylvania Regulated Aboveground Storage Tanks	Department of Environmental Protection	12/01/2016	12/15/2016	01/23/2017
PA	AUL	Environmental Covenants Listing	Department of Environmental Protection	10/18/2016	10/19/2016	11/22/2016
PA	BROWNFIELDS	Brownfields Sites	Department of Environmental Protection	10/18/2016	10/20/2016	11/22/2016
PA	DRYCLEANERS	Drycleaner Facility Locations	Department of Environmental Protection	11/23/2016	11/23/2016	01/26/2017
PA	ENG CONTROLS	Engineering Controls Site Listing	Department of Environmental Protection	05/15/2008	05/16/2008	06/12/2008
PA	HIST LF ALI	Abandoned Landfill Inventory	Department of Environmental Protection	01/04/2005	01/04/2005	02/04/2005
PA	HIST LF INACTIVE	Inactive Facilities List	Department of Environmental Protection	12/20/1994	07/12/2005	08/11/2005
PA	HIST LF INVENTORY	Facility Inventory	Department of Environmental Protection	06/02/1999	07/12/2005	08/11/2005
PA	HSCA	HSCA Remedial Sites Listing	Department of Environmental Protection	12/31/2015	10/25/2016	11/22/2016
PA	INST CONTROL	Institutional Controls Site Listing	Department of Environmental Protection	05/15/2008	05/16/2008	06/12/2008
PA	LAST	Storage Tank Release Sites	Department of Environmental Protection	12/12/2016	12/15/2016	01/24/2017
PA	LUST	Storage Tank Release Sites	Department of Environmental Protection	12/12/2016	12/15/2016	01/24/2017
PA	MINES	Abandoned Mine Land Inventory	PASDA	10/03/2016	10/27/2016	11/22/2016
PA	NPDES	NPDES Permit Listing	Department of Environmental Protection	12/05/2016	12/08/2016	01/24/2017
PA	PA MANIFEST	Manifest Information	Department of Environmental Protection	12/31/2015	07/22/2016	11/22/2016
PA	RGA HWS	Recovered Government Archive State Hazardous Waste Facilitie	Department Environmental Protection	12/01/2010	07/01/2013	12/30/2013
PA	RGA LF	Recovered Government Archive Solid Waste Facilities List	Department Environmental Protection		07/01/2013	01/10/2014
PA	RGA LUST	Recovered Government Archive Leaking Underground Storage Tan	Department Environmental Protection		07/01/2013	12/30/2013
PA	SHWS	Hazardous Sites Cleanup Act Site List	Department Environmental Protection	10/18/2016	10/20/2016	11/22/2016
PA	SPILLS	State spills	DEP, Emergency Response	10/11/2016	11/04/2016	11/22/2016
PA	SWF/LF	Operating Facilities	Department of Environmental Protection	11/21/2016	11/23/2016	01/24/2017
PA	UIC	Underground Injection Wells	Department of Environmental Protection	12/20/2016	12/21/2016	01/24/2017
PA	UNREG LTANKS	Unregulated Tank Cases	Department of Environmental Protection	04/12/2002	08/14/2003	08/29/2003
PA	UST	Listing of Pennsylvania Regulated Underground Storage Tanks	Department of Environmental Protection	12/01/2016	12/15/2016	01/23/2017
PA	VCP	Voluntary Cleanup Program Sites	Department of Environmental Protection	10/12/2016	10/13/2016	11/22/2016
US	2020 COR ACTION	2020 Corrective Action Program List	Environmental Protection Agency	04/22/2013	03/03/2015	03/09/2015
US	ABANDONED MINES	Abandoned Mines	Department of Interior	06/09/2016	06/13/2016	09/02/2016
US	BRS	Biennial Reporting System	EPA/NTIS	12/31/2013	02/24/2015	09/30/2015
US	COAL ASH DOE	Steam-Electric Plant Operation Data	Department of Energy	12/31/2015	08/07/2009	10/22/2009
US	COAL ASH EPA	Coal Combustion Residues Surface Impoundments List	Environmental Protection Agency	07/01/2014	09/10/2014	10/20/2014
US	CONSENT	Superfund (CERCLA) Consent Decrees	Department of Justice, Consent Decree Library	09/30/2016	11/18/2016	02/03/2017
US	CORRACTS		EPA	12/12/2016	12/28/2016	02/03/2017
US	DEBRIS REGION 9	Corrective Action Report				
US	DOCKET HWC	Torres Martinez Reservation Illegal Dump Site Locations	EPA, Region 9 Environmental Protection Agency	01/12/2009	05/07/2009 06/03/2016	09/21/2009
		Hazardous Waste Compliance Docket Listing	- · · · · · · · · · · · · · · · · · · ·	06/02/2016		09/02/2016
US	DOD	Department of Defense Sites	USGS	12/31/2005	11/10/2006	01/11/2007
US	DOT OPS	Incident and Accident Data	Department of Transporation, Office of Pipeli	07/31/2012	08/07/2012	09/18/2012
US	Delisted NPL	National Priority List Deletions	EPA	12/05/2016	01/05/2017	02/03/2017
US	ECHO	Enforcement & Compliance History Information	Environmental Protection Agency	12/11/2016	12/20/2016	02/17/2017
US	EDR Hist Auto	EDR Exclusive Historic Gas Stations	EDR, Inc.			
US	EDR Hist Cleaner	EDR Exclusive Historic Dry Cleaners	EDR, Inc.			
US	EDR MGP	EDR Proprietary Manufactured Gas Plants	EDR, Inc.	00/00/00:5	00/04/00::	00/47/004
US	EPA WATCH LIST	EPA WATCH LIST	Environmental Protection Agency	08/30/2013	03/21/2014	06/17/2014
US	ERNS	Emergency Response Notification System	National Response Center, United States Coast	09/26/2016	09/29/2016	11/11/2016

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	FEDERAL FACILITY	Federal Facility Site Information listing	Environmental Protection Agency	09/14/2016	10/04/2016	10/21/2016
US	FEDLAND	Federal and Indian Lands	U.S. Geological Survey	12/31/2005	02/06/2006	01/11/2007
US	FEMA UST	Underground Storage Tank Listing	FEMA	01/01/2010	02/16/2010	04/12/2010
US	FINDS	Facility Index System/Facility Registry System	EPA	07/15/2016	09/07/2016	11/11/2016
US	FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA/Office of Prevention, Pesticides and Toxi	04/09/2009	04/16/2009	05/11/2009
US	FTTS INSP	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA	04/09/2009	04/16/2009	05/11/2009
US	FUDS	Formerly Used Defense Sites	U.S. Army Corps of Engineers	01/31/2015	07/08/2015	10/13/2015
US	FUELS PROGRAM	EPA Fuels Program Registered Listing	EPA	11/21/2016	11/22/2016	02/03/2017
US	FUSRAP	Formerly Utilized Sites Remedial Action Program	Department of Energy	12/23/2016	12/27/2016	02/17/2017
US	HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HIST FTTS INSP	FIFRA/TSCA Tracking System Inspection & Enforcement Case Lis	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HMIRS	Hazardous Materials Information Reporting System	U.S. Department of Transportation	12/28/2016	12/28/2016	02/03/2017
US	ICIS	Integrated Compliance Information System	Environmental Protection Agency	11/18/2016	11/23/2016	02/10/2017
US	IHS OPEN DUMPS	Open Dumps on Indian Land	Department of Health & Human Serivces, Indian	04/01/2014	08/06/2014	01/29/2015
US	INDIAN LUST R1	Leaking Underground Storage Tanks on Indian Land	EPA Region 1	10/27/2015	10/29/2015	01/04/2016
US	INDIAN LUST R10	Leaking Underground Storage Tanks on Indian Land	EPA Region 10	01/07/2016	01/08/2016	02/18/2016
US	INDIAN LUST R4	Leaking Underground Storage Tanks on Indian Land	EPA Region 4	02/05/2016	04/29/2016	06/03/2016
US	INDIAN LUST R5	Leaking Underground Storage Tanks on Indian Land	EPA, Region 5	02/17/2016	04/27/2016	06/03/2016
US	INDIAN LUST R6	Leaking Underground Storage Tanks on Indian Land	EPA Region 6	12/11/2015	02/19/2016	06/03/2016
US	INDIAN LUST R7	Leaking Underground Storage Tanks on Indian Land	EPA Region 7	10/09/2015	02/12/2016	06/03/2016
US	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	EPA Region 8	10/13/2015	10/23/2015	02/18/2016
US	INDIAN LUST R9	Leaking Underground Storage Tanks on Indian Land	Environmental Protection Agency	02/25/2016	04/27/2016	06/03/2016
US	INDIAN ODI	Report on the Status of Open Dumps on Indian Lands	Environmental Protection Agency	12/31/1998	12/03/2007	01/24/2008
US	INDIAN RESERV	Indian Reservations	USGS	12/31/2014	07/14/2015	01/10/2017
US	INDIAN UST R1	Underground Storage Tanks on Indian Land	EPA, Region 1	10/20/2015	10/29/2015	01/04/2016
US	INDIAN UST R10	Underground Storage Tanks on Indian Land	EPA Region 10	01/07/2016	01/08/2016	02/18/2016
US	INDIAN UST R4	Underground Storage Tanks on Indian Land	EPA Region 4	02/05/2016	04/29/2016	06/03/2016
US	INDIAN UST R5	Underground Storage Tanks on Indian Land	EPA Region 5	11/05/2015	11/13/2015	01/04/2016
US	INDIAN UST R6	Underground Storage Tanks on Indian Land	EPA Region 6	12/03/2015	02/04/2016	06/03/2016
US	INDIAN UST R7	Underground Storage Tanks on Indian Land	EPA Region 7	09/23/2014	11/25/2014	01/29/2015
US	INDIAN UST R8	Underground Storage Tanks on Indian Land	EPA Region 8	01/26/2016	02/05/2016	06/03/2016
US	INDIAN UST R9	Underground Storage Tanks on Indian Land	EPA Region 9	02/25/2016	04/27/2016	06/03/2016
US	INDIAN VCP R1	Voluntary Cleanup Priority Listing	EPA, Region 1	07/27/2015	09/29/2015	02/18/2016
US	INDIAN VCP R7	Voluntary Cleanup Priority Lisitng	EPA, Region 7	03/20/2008	04/22/2008	05/19/2008
US	LEAD SMELTER 1	Lead Smelter Sites	Environmental Protection Agency	12/05/2016	01/05/2017	02/10/2017
US	LEAD SMELTER 2	Lead Smelter Sites	American Journal of Public Health	04/05/2001	10/27/2010	12/02/2010
US	LIENS 2	CERCLA Lien Information	Environmental Protection Agency	02/18/2014	03/18/2014	04/24/2014
US	LUCIS	Land Use Control Information System	Department of the Navy	05/28/2015	05/29/2015	06/11/2015
US	MLTS	Material Licensing Tracking System	Nuclear Regulatory Commission	08/30/2016	09/08/2016	10/21/2016
US	NPL	National Priority List	EPA	12/05/2016	01/05/2017	02/03/2017
US	NPL LIENS	Federal Superfund Liens	EPA	10/15/1991	02/02/1994	03/30/1994
US	ODI	Open Dump Inventory	Environmental Protection Agency	06/30/1985	08/09/2004	09/17/2004
US	PADS	PCB Activity Database System	EPA	01/20/2016	04/28/2016	09/02/2016
US	PCB TRANSFORMER	PCB Transformer Registration Database	Environmental Protection Agency	02/01/2011	10/19/2011	01/10/2012
US	PRP	Potentially Responsible Parties	EPA	10/25/2013	10/17/2014	10/20/2014
US	Proposed NPL	Proposed National Priority List Sites	EPA	12/05/2016	01/05/2017	02/03/2017
US	RAATS	RCRA Administrative Action Tracking System	EPA	04/17/1995	07/03/1995	08/07/1995
		• •				

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	RADINFO	Radiation Information Database	Environmental Protection Agency	01/04/2017	01/06/2017	02/10/2017
US	RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated	Environmental Protection Agency	12/12/2016	12/28/2016	02/10/2017
US	RCRA-CESQG	RCRA - Conditionally Exempt Small Quantity Generators	Environmental Protection Agency	12/12/2016	12/28/2016	02/10/2017
US	RCRA-LQG	RCRA - Large Quantity Generators	Environmental Protection Agency	12/12/2016	12/28/2016	02/10/2017
US	RCRA-SQG	RCRA - Small Quantity Generators	Environmental Protection Agency	12/12/2016	12/28/2016	02/10/2017
US	RCRA-TSDF	RCRA - Treatment, Storage and Disposal	Environmental Protection Agency	12/12/2016	12/28/2016	02/10/2017
US	RMP	Risk Management Plans	Environmental Protection Agency	08/01/2016	08/22/2016	11/11/2016
US	ROD	Records Of Decision	EPA	11/25/2013	12/12/2013	02/24/2014
US	SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing	Environmental Protection Agency	03/07/2011	03/09/2011	05/02/2011
US	SEMS	Superfund Enterprise Management System	EPA	10/10/2016	10/20/2016	01/06/2017
US	SEMS-ARCHIVE	Superfund Enterprise Management System Archive	EPA	10/10/2016	10/20/2016	01/06/2017
US	SSTS	Section 7 Tracking Systems	EPA	12/31/2009	12/10/2010	02/25/2011
US	TRIS	Toxic Chemical Release Inventory System	EPA	12/31/2014	11/24/2015	04/05/2016
US	TSCA	Toxic Substances Control Act	EPA	12/31/2012	01/15/2015	01/29/2015
US	UMTRA	Uranium Mill Tailings Sites	Department of Energy	09/14/2010	10/07/2011	03/01/2012
US	US AIRS (AFS)	Aerometric Information Retrieval System Facility Subsystem (EPA	10/12/2016	10/26/2016	02/03/2017
US	US AIRS MINOR	Air Facility System Data	EPA	10/12/2016	10/26/2016	02/03/2017
US	US BROWNFIELDS	A Listing of Brownfields Sites	Environmental Protection Agency	12/19/2016	12/20/2016	02/10/2017
US	US CDL	Clandestine Drug Labs	Drug Enforcement Administration	09/30/2016	12/05/2016	02/10/2017
US	US ENG CONTROLS	Engineering Controls Sites List	Environmental Protection Agency	11/15/2016	11/29/2016	02/03/2017
US	US FIN ASSUR	Financial Assurance Information	Environmental Protection Agency	10/11/2016	11/16/2016	02/03/2017
US	US HIST CDL	National Clandestine Laboratory Register	Drug Enforcement Administration	09/30/2016	01/05/2017	02/10/2017
US	US INST CONTROL	Sites with Institutional Controls	Environmental Protection Agency	11/15/2016	11/29/2016	02/03/2017
US	US MINES	Mines Master Index File	Department of Labor, Mine Safety and Health A	08/05/2016	09/01/2016	09/23/2016
US	US MINES 2	Ferrous and Nonferrous Metal Mines Database Listing	USGS	12/05/2005	02/29/2008	04/18/2008
US	US MINES 3	Active Mines & Mineral Plants Database Listing	USGS	04/14/2011	06/08/2011	09/13/2011
US	UXO	Unexploded Ordnance Sites	Department of Defense	10/25/2015	01/29/2016	04/05/2016
СТ	CT MANIFEST	Hazardous Waste Manifest Data	Department of Energy & Environmental Protecti	07/30/2013	08/19/2013	10/03/2013
NJ	NJ MANIFEST	Manifest Information	Department of Environmental Protection	12/31/2015	09/29/2016	01/03/2017
NY	NY MANIFEST	Facility and Manifest Data	Department of Environmental Conservation	01/30/2017	02/01/2017	02/13/2017
RI	RI MANIFEST	Manifest information	Department of Environmental Management	12/31/2013	06/19/2015	07/15/2015
VT	VT MANIFEST	Hazardous Waste Manifest Data	Department of Environmental Conservation	11/07/2016	11/18/2016	01/06/2017
WI	WI MANIFEST	Manifest Information	Department of Natural Resources	12/31/2015	04/14/2016	06/03/2016
			•	-	_	

Oil/Gas Pipelines

Source: PennWell Corporation

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Electric Power Transmission Line Data Source: PennWell Corporation

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St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US US US US PA	AHA Hospitals Medical Centers Nursing Homes Public Schools Private Schools Daycare Centers	Sensitive Receptor: AHA Hospitals Sensitive Receptor: Medical Centers Sensitive Receptor: Nursing Homes Sensitive Receptor: Public Schools Sensitive Receptor: Private Schools Sensitive Receptor: Child Care Facility List	American Hospital Association, Inc. Centers for Medicare & Medicaid Services National Institutes of Health National Center for Education Statistics National Center for Education Statistics Department of Public Welfare			
US US PA US	Flood Zones NWI State Wetlands Topographic Map	100-year and 500-year flood zones National Wetlands Inventory Wetlands Inventory	Emergency Management Agency (FEMA) U.S. Fish and Wildlife Service Pennsylvania Spatial Data Access U.S. Geological Survey			

STREET AND ADDRESS INFORMATION

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GEOCHECK®-PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

SNEE DAIRY PROPERTY 3735 BROWNSVILLE ROAD PITTSBURGH, PA 15227

TARGET PROPERTY COORDINATES

Latitude (North): 40.371621 - 40° 22' 17.84" Longitude (West): 79.974946 - 79° 58' 29.81"

Universal Tranverse Mercator: Zone 17 UTM X (Meters): 587025.2 UTM Y (Meters): 4469298.5

Elevation: 1202 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map: 5950741 GLASSPORT, PA

Version Date: 2013

Northeast Map: 5950767 PITTSBURGH EAST, PA

Version Date: 2013

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

- 1. Groundwater flow direction, and
- 2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

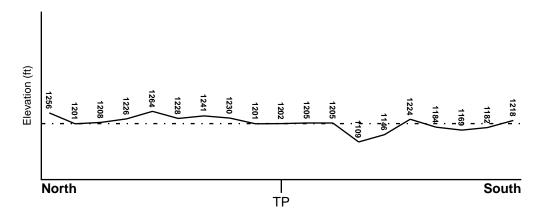
TOPOGRAPHIC INFORMATION

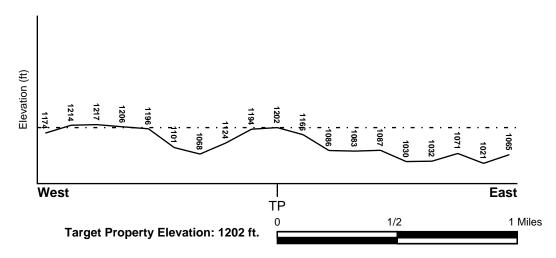
Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General ESE

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES





Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Flood Plain Panel at Target Property FEMA Source Type

42003C0476H FEMA FIRM Flood data

Additional Panels in search area: FEMA Source Type

42003C0363HFEMA FIRM Flood data42003C0364HFEMA FIRM Flood data42003C0477HFEMA FIRM Flood data

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property Data Coverage

GLASSPORT YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

LOCATION GENERAL DIRECTION
MAP ID FROM TP GROUNDWATER FLOW
Not Reported

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

GEOLOGIC AGE IDENTIFICATION

Era: Paleozoic Category: Stratifed Sequence

System: Pennsylvanian Series: Virgilian Series

Code: PP4 (decoded above as Era, System & Series)

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name: URBAN LAND

Soil Surface Texture: variable

Hydrologic Group: Not reported

Soil Drainage Class: Not reported

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 10 inches

Depth to Bedrock Max: > 10 inches

Soil Layer Information								
	Boundary Classification							
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	Permeability Rate (in/hr)	Soil Reaction (pH)	
1	0 inches	6 inches	variable	Not reported	Not reported	Max: 0.00 Min: 0.00	Max: 0.00 Min: 0.00	

OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

Soil Surface Textures: silt loam

very stony - silt loam

Surficial Soil Types: silt loam

very stony - silt loam

Shallow Soil Types: silty clay loam

silty clay

channery - loam

silt loam

Deeper Soil Types: weathered bedrock

silt loam

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

DATABASE SEARCH DISTANCE (miles)

Federal USGS 1.000

Federal FRDS PWS Nearest PWS within 1 mile

State Database 1.000

FEDERAL USGS WELL INFORMATION

LOCATION MAP ID WELL ID FROM TP

No Wells Found

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

MAP ID WELL ID LOCATION FROM TP

No PWS System Found

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

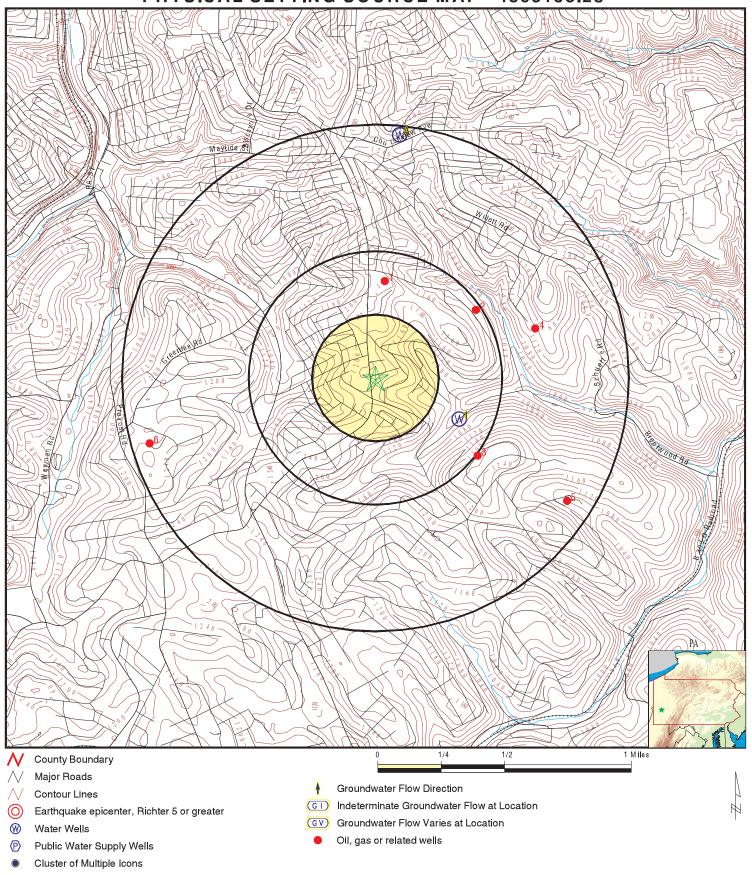
MAP ID	WELL ID	LOCATION FROM TP
1	SPAW0102485	1/4 - 1/2 Mile ESE
A2	PASI50000398425	1/2 - 1 Mile North
A3	PASI50000411272	1/2 - 1 Mile North
A4	PASI50000411271	1/2 - 1 Mile North
A5	PASI50000411300	1/2 - 1 Mile North
A6	PASI50000411299	1/2 - 1 Mile North
A7	PASI50000396114	1/2 - 1 Mile North
A8	PASI50000385574	1/2 - 1 Mile North
A9	PASI50000385573	1/2 - 1 Mile North
A10	PASI50000385575	1/2 - 1 Mile North
A11	PASI50000395581	1/2 - 1 Mile North
A12	PASI50000395583	1/2 - 1 Mile North
A13	PASI50000395582	1/2 - 1 Mile North

OTHER STATE DATABASE INFORMATION

STATE OIL/GAS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
1	PAOG60000007826	1/4 - 1/2 Mile North
2	PAOG60000027844	1/4 - 1/2 Mile NE
3	PAOG60000052233	1/2 - 1 Mile SE
4	PAOG60000113116	1/2 - 1 Mile ENE
5	PAOG60000103119	1/2 - 1 Mile ESE
6	PAOG60000105790	1/2 - 1 Mile WSW

PHYSICAL SETTING SOURCE MAP - 4865135.2s



SITE NAME: Snee Dairy Property ADDRESS: 3735 Brownsville Road CLIENT: CONTACT: Skelly and Loy, Inc. Ty Rhoades INQUIRY#: 4865135.2s

Pittsburgh PA 15227 40.371621 / 79.974946 LAT/LONG: DATE:

February 28, 2017 11:49 am

GEOCHECK®-PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction			
Distance Elevation		Database	EDR ID Number
1 North 1/4 - 1/2 Mile	Click here for full text details	OIL_GAS	PAOG60000007826
2 NE 1/4 - 1/2 Mile	Click here for full text details	OIL_GAS	PAOG60000027844
3 SE 1/2 - 1 Mile	Click here for full text details	OIL_GAS	PAOG60000052233
4 ENE 1/2 - 1 Mile	Click here for full text details	OIL_GAS	PAOG60000113116
5 ESE 1/2 - 1 Mile	Click here for full text details	OIL_GAS	PAOG60000103119
6 WSW 1/2 - 1 Mile	Click here for full text details	OIL_GAS	PAOG60000105790
1 ESE 1/4 - 1/2 Mile Lower	Click here for full text details	PA WELLS	SPAW0102485
A2 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000398425
A3 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000411272
A4 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000411271 Page: 1

GEOCHECK®-PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction Distance Elevation		Database	EDR ID Number
A5 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000411300
A6 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000411299
A7 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000396114
A8 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000385574
A9 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000385573
A10 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000385575
A11 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000395581
A12 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000395583
A13 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000395582

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

AREA RADON INFORMATION

State Database: PA Radon

Radon Test Results

Zipcode	Num Tests	Min pCi/L	Max pCi/L	Avg pCi/L
				
15227	1551	0.1	51.3	3.6

EPA Region 3 Statistical Summary Readings for Zip Code: 15227

Number of sites tested: 460.

Maximum Radon Level: 104.7 pCi/L. Minimum Radon Level: 0.9 pCi/L.

pCi/L	pCi/L	pCi/L	pCi/L	pCi/L	pCi/L
<u><4</u>	4-10	10-20	20-50	50-100	>100
332 (72.17%)	90 (19.57%)	31 (6.74%)	3 (0.65%)	3 (0.65%)	1 (0.22%)

Federal EPA Radon Zone for ALLEGHENY County: 1

Note: Zone 1 indoor average level > 4 pCi/L.

: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.

: Zone 3 indoor average level < 2 pCi/L.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory Source: Pennsylvania Spatial Data Access

Telephone: 610-344-6105

HYDROGEOLOGIC INFORMATION

AQUIFLOW^R Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Pennsylvania Public Water Supply Wells

Source: Pennsylvania Department of Environmental Resources Bureau of Water Supply

Telephone: 717-787-5017

Pennsylvania Groundwater Information System

Source: Department of Conservation and Natural Resources

Telephone: 717-702-2045

OTHER STATE DATABASE INFORMATION

Pennsylvania Oil and Gas Locations

Source: Pennsylvania Department of Environmental Protection

Telephone: 814-863-0104

An Oil and Gas Location is a DEP primary facility type related to the Oil & Gas Program. The sub-facility types related to Oil and Gas that are included in this layer are:Land Application -- An area where drilling cuttings or waste are disposed by land application; Well-- A well associated with oil and/or gas production; Pit -- An approved pit that is used for storage of oil and gas well fluids. Some sub facility types are not included in this layer due to security policies.

RADON

State Database: PA Radon

Source: Department of Environmental Protection

Telephone: 717-783-3594

Radon Test Results Statistics by Zip Code

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency

(USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at

private sources such as universities and research institutions.

EPA Radon Zones Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor

radon levels.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

EPA Region 3 Statistical Summary Readings

Source: Region 3 EPA Telephone: 215-814-2082

Radon readings for Delaware, D.C., Maryland, Pennsylvania, Virginia and West Virginia.

OTHER

Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared

in 1975 by the United State Geological Survey

STREET AND ADDRESS INFORMATION

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APPENDIX C

AERIAL PHOTOGRAPHS AND HISTORICAL TOPOGRAPHIC MAPS

Snee Dairy Property 3735 Brownsville Road Pittsburgh, PA 15227

Inquiry Number: 4865135.5

February 28, 2017

The EDR Aerial Photo Decade Package



EDR Aerial Photo Decade Package

02/28/17

Site Name: Client Name:

Snee Dairy Property
3735 Brownsville Road
449 Eisenhower Blvd
Pittsburgh, PA 15227
Harrisburg, PA 17111
EDR Inquiry # 4865135.5
Contact: Ty Rhoades



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

<u>Year</u>	<u>Scale</u>	<u>Details</u>	Source
2010	1"=500'	Flight Year: 2010	USDA/NAIP
2008	1"=500'	Flight Year: 2008	USDA/NAIP
2006	1"=500'	Flight Year: 2006	USDA/NAIP
2005	1"=500'	Flight Year: 2005	USDA/NAIP
1995	1"=500'	Acquisition Date: March 14, 1995	USGS/DOQQ
1988	1"=500'	Flight Date: June 18, 1988	USGS
1983	1"=500'	Flight Date: March 13, 1983	USGS
1973	1"=500'	Flight Date: March 27, 1973	USDA
1969	1"=500'	Flight Date: March 04, 1969	USGS
1967	1"=500'	Flight Date: May 26, 1967	USDA
1957	1"=500'	Flight Date: May 31, 1957	USDA
1949	1"=500'	Flight Date: October 23, 1949	USDA
1938	1"=500'	Flight Date: October 25, 1938	USDA

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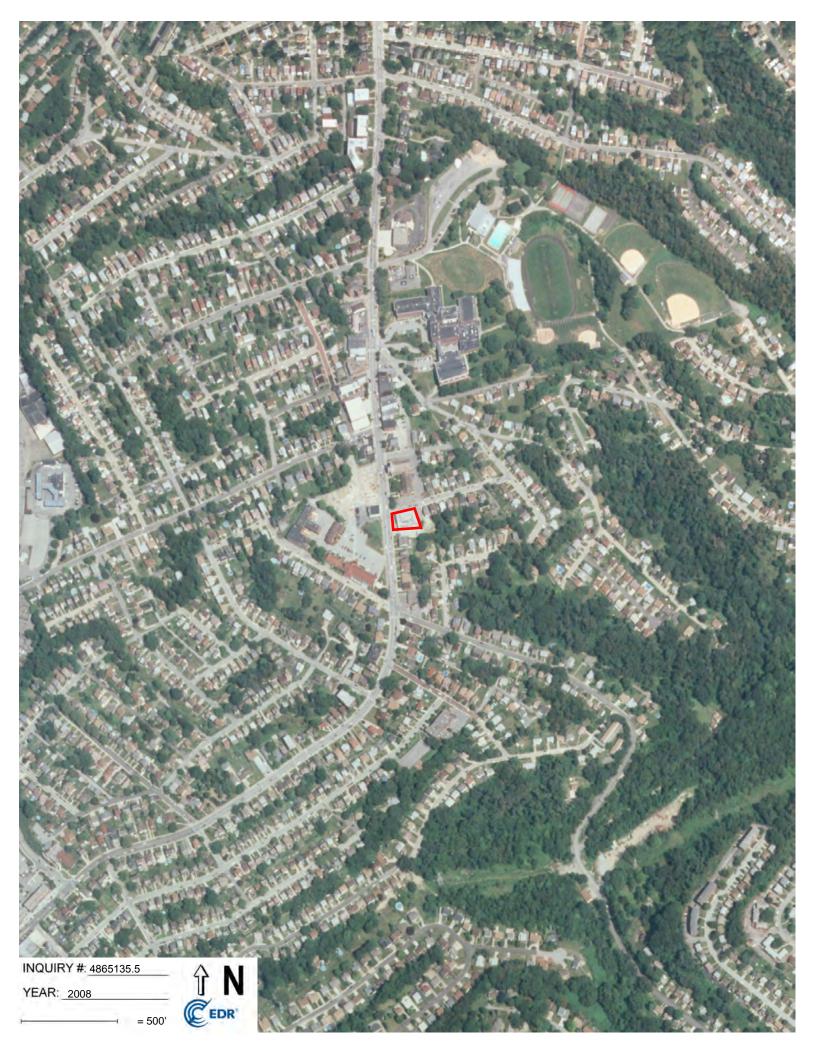
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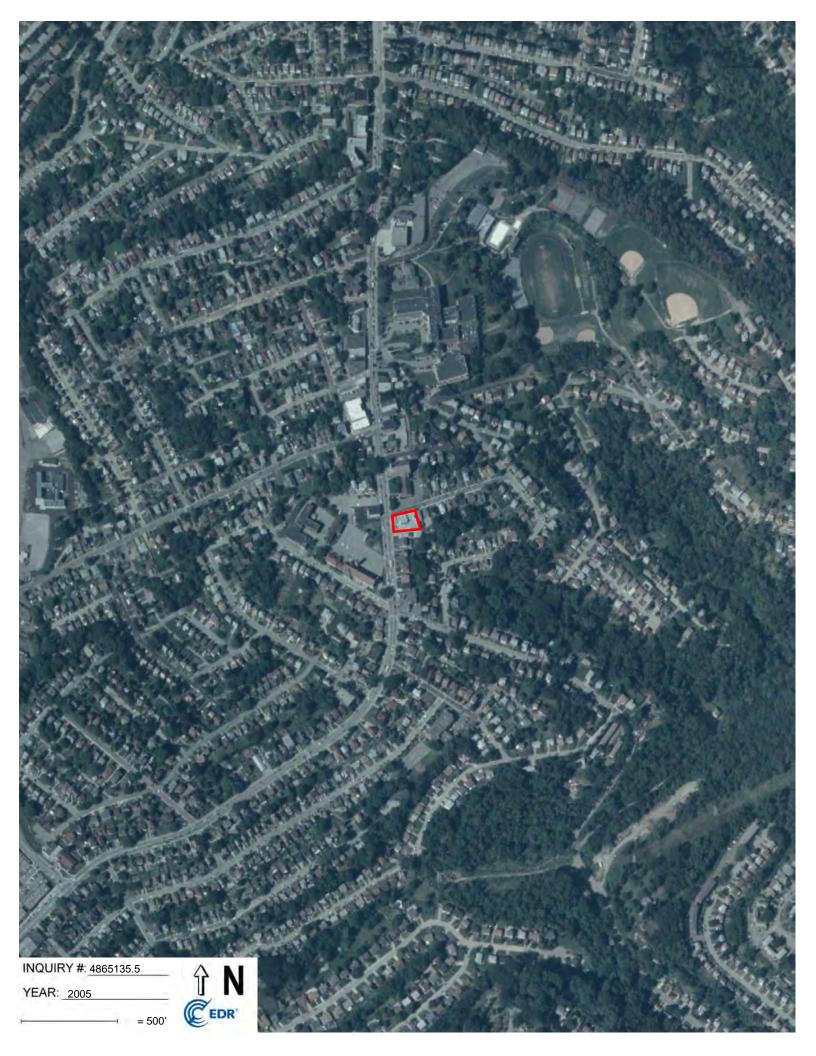
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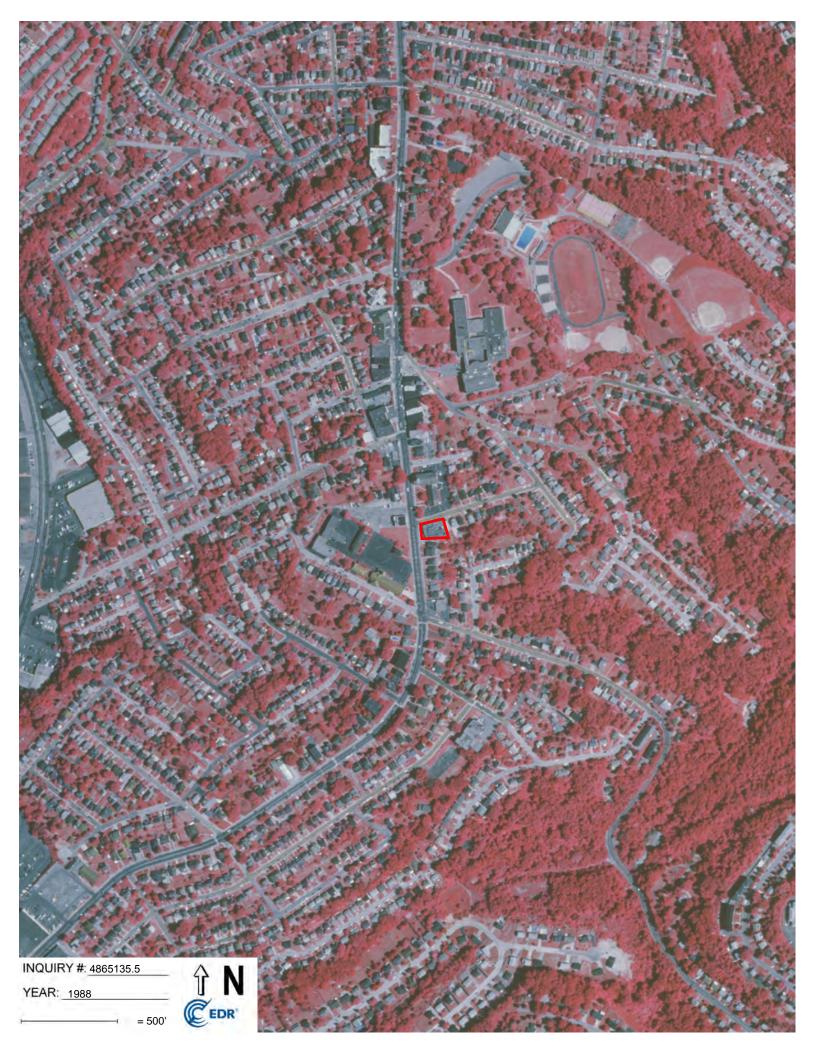












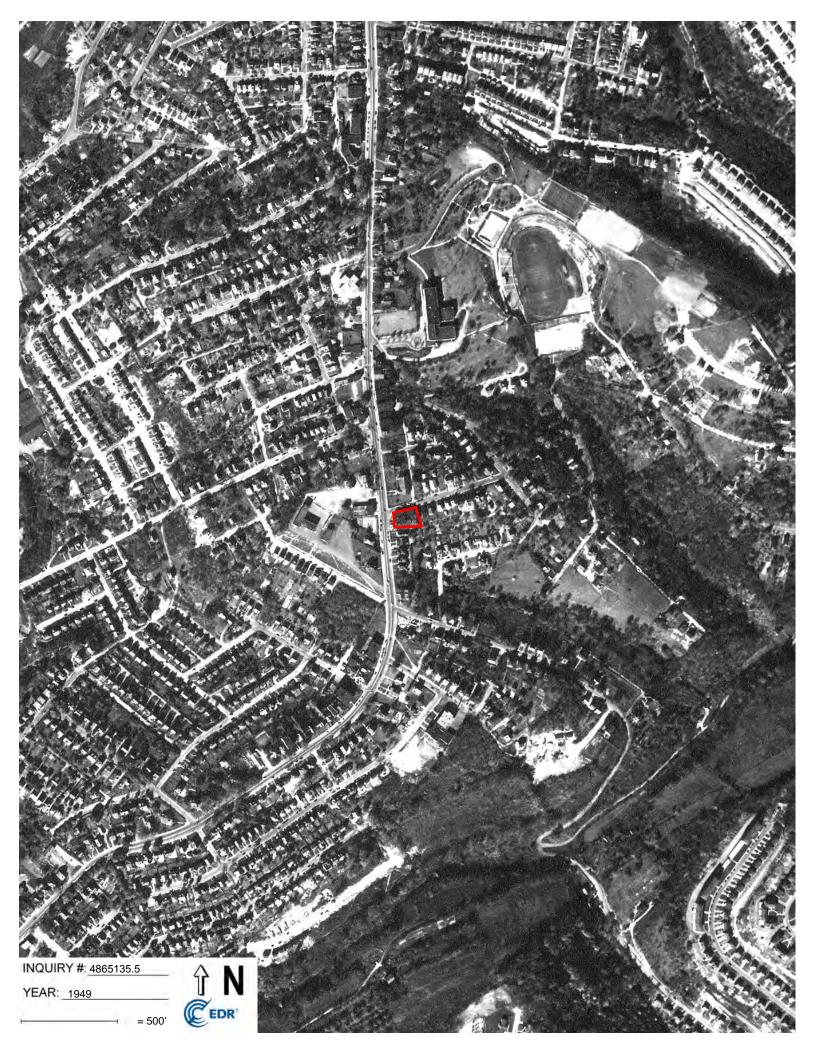


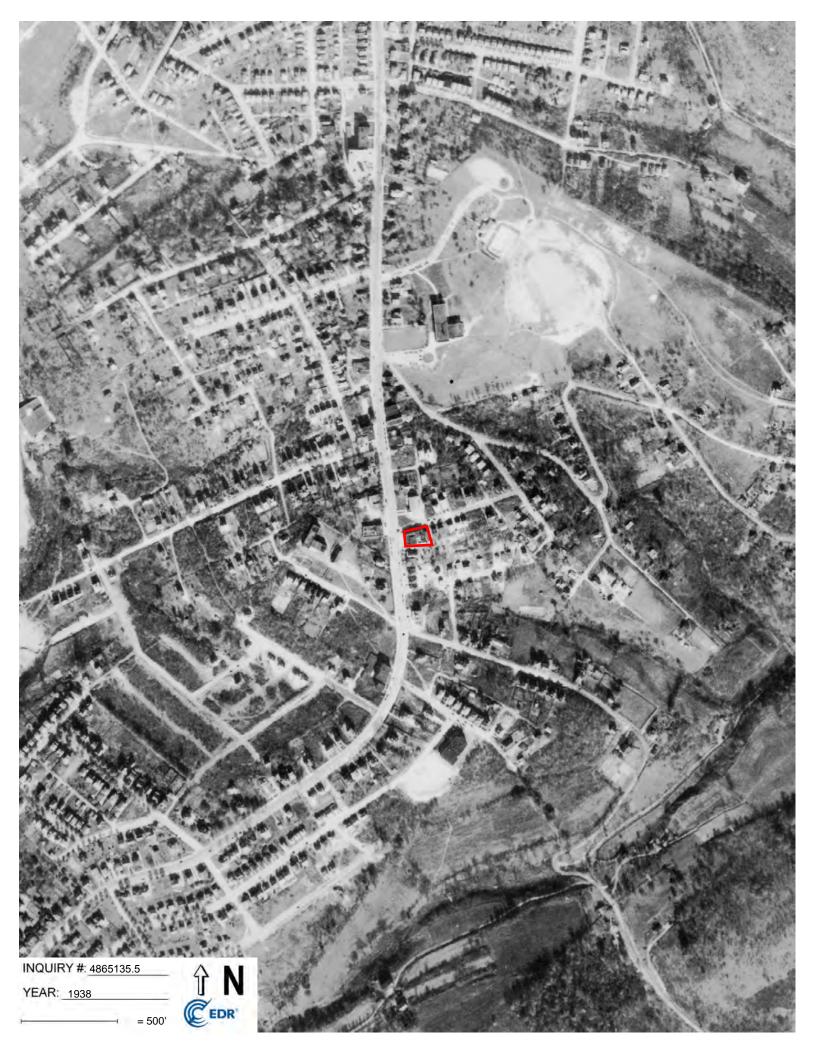












APPENDIX D SANBORN FIRE INSURANCE MAPS

Snee Dairy Property 3735 Brownsville Road Pittsburgh, PA 15227

Inquiry Number: 4865135.3

February 28, 2017

Certified Sanborn® Map Report



Certified Sanborn® Map Report

02/28/17

Site Name: Client Name:

Snee Dairy Property Skelly and Loy, Inc. 449 Eisenhower Blvd 3735 Brownsville Road Pittsburgh, PA 15227 Harrisburg, PA 17111 EDR Inquiry # 4865135.3 Contact: Ty Rhoades

The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Skelly and Loy, Inc. were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Certification # 2B36-4AD2-A19B

R17-0051.P00 PO#

Project Snee Dairy Phase I

Maps Provided:

1979

1950

1925



Sanborn® Library search results

Certification #: 2B36-4AD2-A19B

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

Library of Congress

University Publications of America

EDR Private Collection

The Sanborn Library LLC Since 1866™

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Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.



1979 Source Sheets



Volume 10, Sheet 1037 1979



Volume 10, Sheet 1038 1979

1950 Source Sheets



Volume 10, Sheet 1037 1950



Volume 10, Sheet 1038 1950

1925 Source Sheets

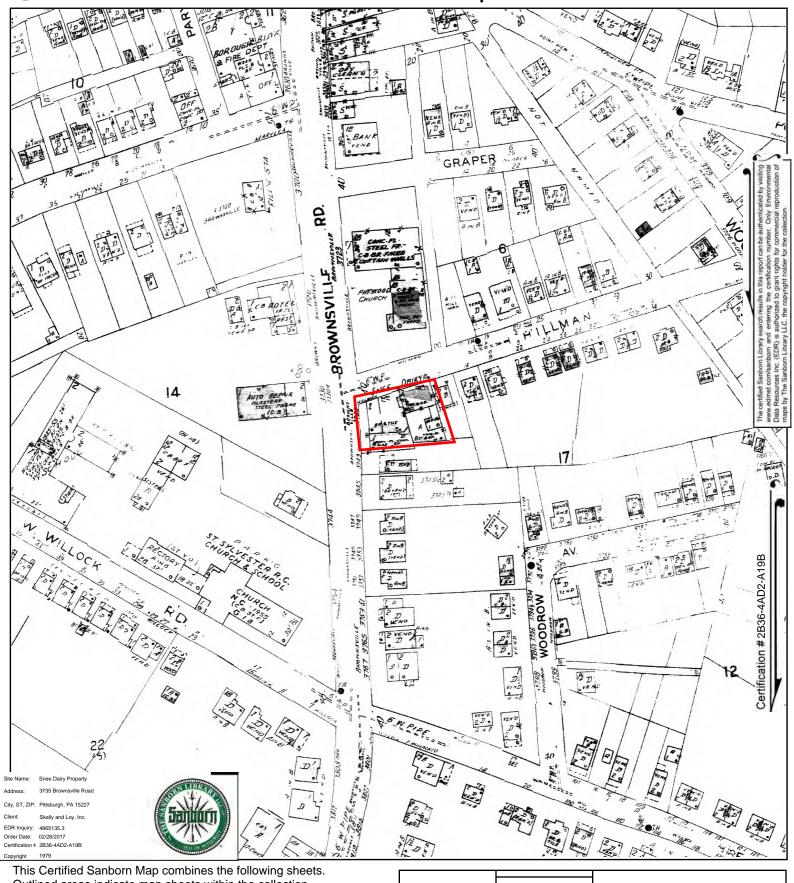


Volume 10, Sheet 1037 1925



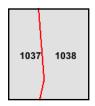
Volume 10, Sheet 1038 1925



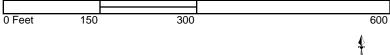


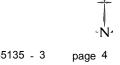
Outlined areas indicate map sheets within the collection.





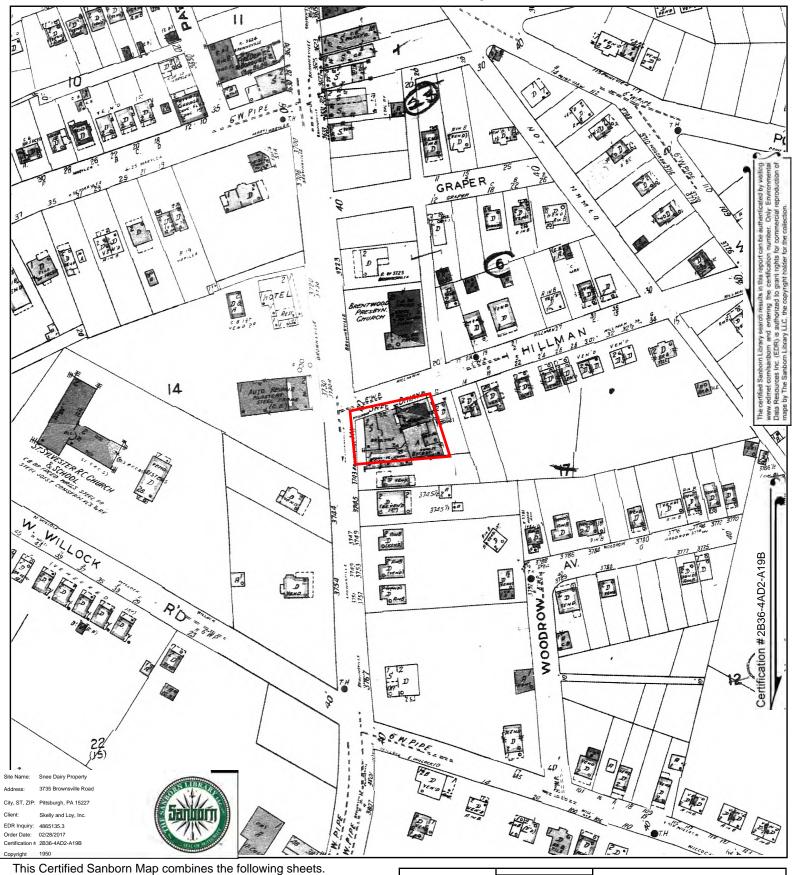
Volume 10, Sheet 1038 Volume 10, Sheet 1037





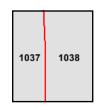




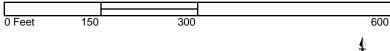


This Certified Sanborn Map combines the following sheets Outlined areas indicate map sheets within the collection.





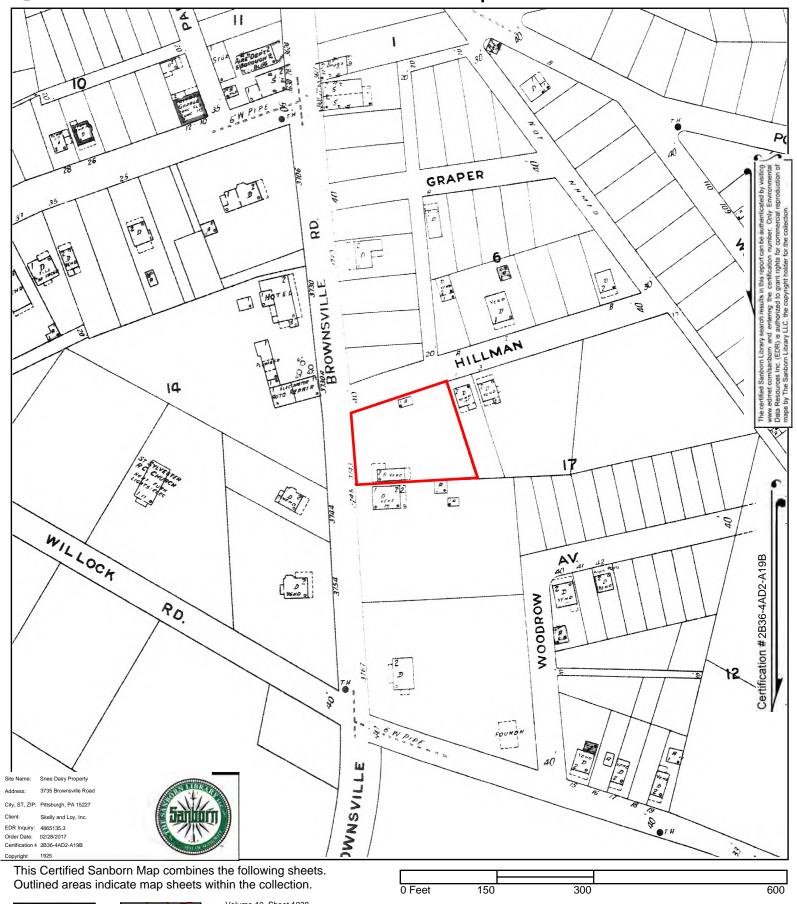
Volume 10, Sheet 1038 Volume 10, Sheet 1037















Volume 10, Sheet 1038 Volume 10, Sheet 1037



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APPENDIX E SITE PHOTOGRAPHS

SEE DAIRY PHASE I ESA PHOTOGRAPH LOG



Photograph No. 1

Facing southeast along Brownsville Road (west side of the building).



Photograph No. 2

Facing northeast along Brownsville Road (west side of the building).



Photograph No. 3

Facing north/northwest bridge illustrating the eastern side of the building.



Facing west illustrating the southern side of the building.



Photograph No. 5

Facing south/southwest on Hillman Street illustrating the northern side of the building.



Photograph No. 6

Facing northwest illustrating the entrance to the southern basement of the building.



Photograph No. 7

Southern portion of the building rooftop facing east.



Photograph No. 8

Southern rooftop facing west.



Photograph No. 9

Southern basement sump facing north/northwest.

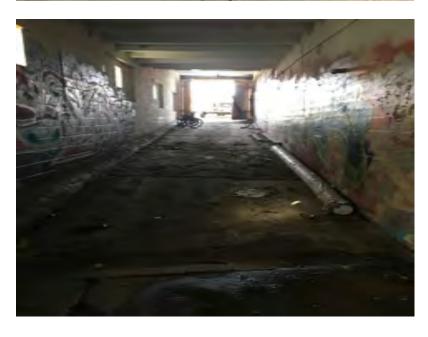


Close up picture of sump located in southern basement of the building.



Photograph No. 11

Main drain connected to the sump located in the southern basement of the building.



Photograph No. 12

Facing west illustrating the car ramp entrance/exit to the southern basement of the building.



Electric transformer located in the south/southeastern corner of the southern basement of the building.



Photograph No. 14

Electric transformer located in the south/southeastern corner of the southern basement of the building illustrating staining under the transformer.



Photograph No. 15

Coal/wood fired furnace located in the southern basement along the eastern wall.



Service pit in the south/southeastern corner of the southern basement.



Photograph No. 17

View inside the service pit in the south/southeastern corner of the southern basement.



Photograph No. 18

Landscape View facing northwest illustrating the southern basement layout.



Inside of the Coal/wood fired furnace ash collector located in the southern basement along the eastern wall.



Photograph No. 20

Inside of the Coal/wood fired furnace burn area located in the southern basement along the eastern wall.



Photograph No. 21

Facing east illustrating the entry way to the mid-level auto entry area.

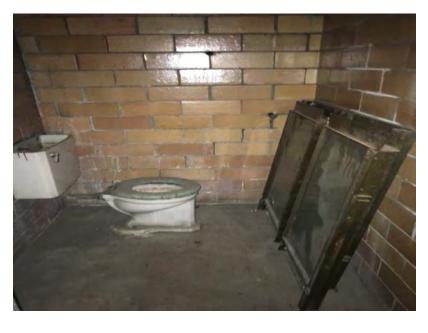


Facing north/northwest illustrating a large drain spanning the entry way of the ground floor auto entry area.



Photograph No. 23

Facing north illustrating one of the walls separating the auto entry area from the previous artist studios.



Photograph No. 24

Facing south illustrating a bathroom on the ground floor.



Photo illustrates some of the household repair substances at the site. (Denatured Alcohol, Paste Finishing Wax)



Photograph No. 26

Photo illustrates some of the household cleaning substances found at the site.



Photograph No. 27

Photo taken facing northwest illustrating some of the household painting substances found at the site.



Facing south photo illustrates the main entry way to the building facing the upper auto entry way.



Photograph No. 29

Facing east photo illustrates the main hall way connecting all the rooms on the ground floor.



Photograph No. 30

Looking downward from the second story flight of stairs.



Facing north/northwest area was previously rooftop that was covered in for studio use.



Photograph No. 32

Natural gas boiler furnace on the upper level of the building.



Photograph No. 33

Utica natural gas boiler furnace on the upper level of the building.



Facing north/northeast illustrating one of the rooms on the upper level of the building.



Photograph No. 35

Facing north/northeast illustrating one of the rooms on the upper level of the building.



Photograph No. 36

Facing north illustrating water damage in the upper level of the building.



Photo illustrates potential lead based paint peeling on the walls of the upper level of the building.



Photograph No. 38

Facing southwest illustrating one of the rooms on the upper level of the building.



Photograph No. 39

Facing south illustrating a bathroom on the upper level of the building.



Facing north/northwest illustrating a portion of the northern basement.



Photograph No. 41

Facing south/southwest illustrating a portion of the northern basement.



Photograph No. 42

Photo illustrates the suspected UST vent pipe located on the western side of the building near the upper level auto entrance.

SNEE DAIRY PROPERTY PARCEL ID'S: 188-F-95 AND 188-F-97 BRENTWOOD, ALLEGHENY COUNTY, PENNSYLVANIA

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Prepared for:

BRENTWOOD BOROUGH

Prepared by:



SKELLY and LOY, Inc. Engineers-Consultants Pittsburgh/Harrisburg, PA

MARCH 2017

SNEE DAIRY PROPERTY PARCEL ID'S: 188-F-95 AND 188-F-97 BRENTWOOD, ALLEGHENY COUNTY, PENNSYLVANIA

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Prepared for:

BRENTWOOD BOROUGH 3624 BROWNSVILLE ROAD PITTSBURGH, PENNSYLVANIA 15227

Prepared by:

SKELLY and LOY, Inc. Engineering-Consultants 3280 William Pitt Way Pittsburgh, PA 15238

March 27, 2017

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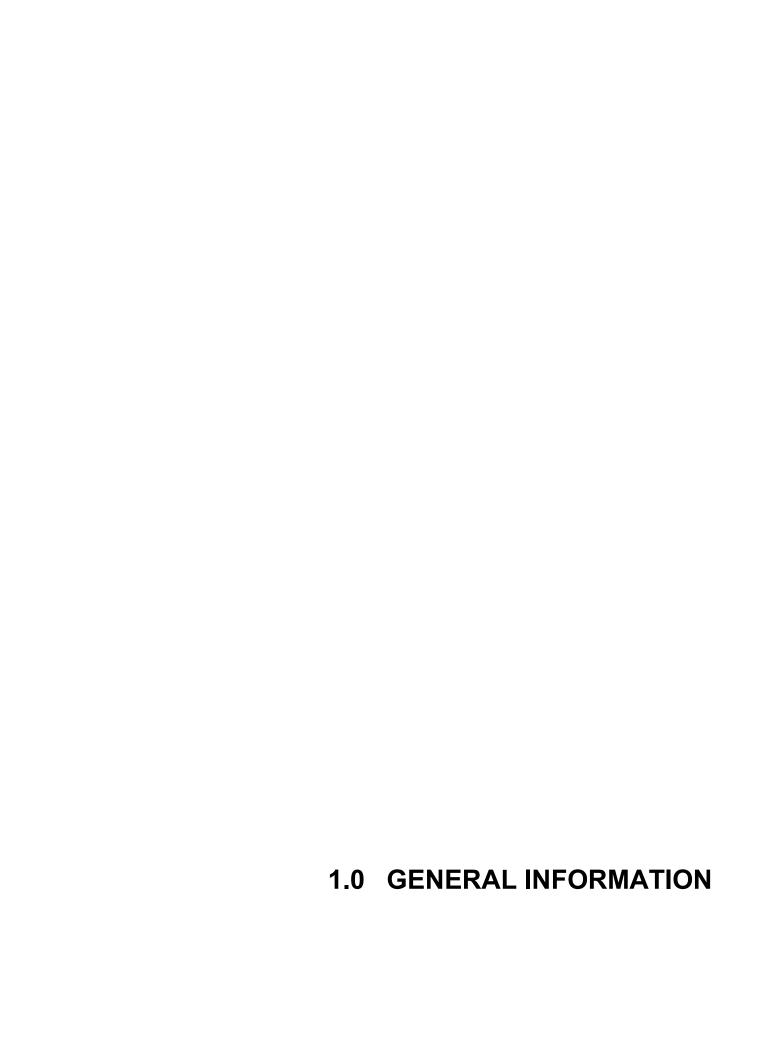
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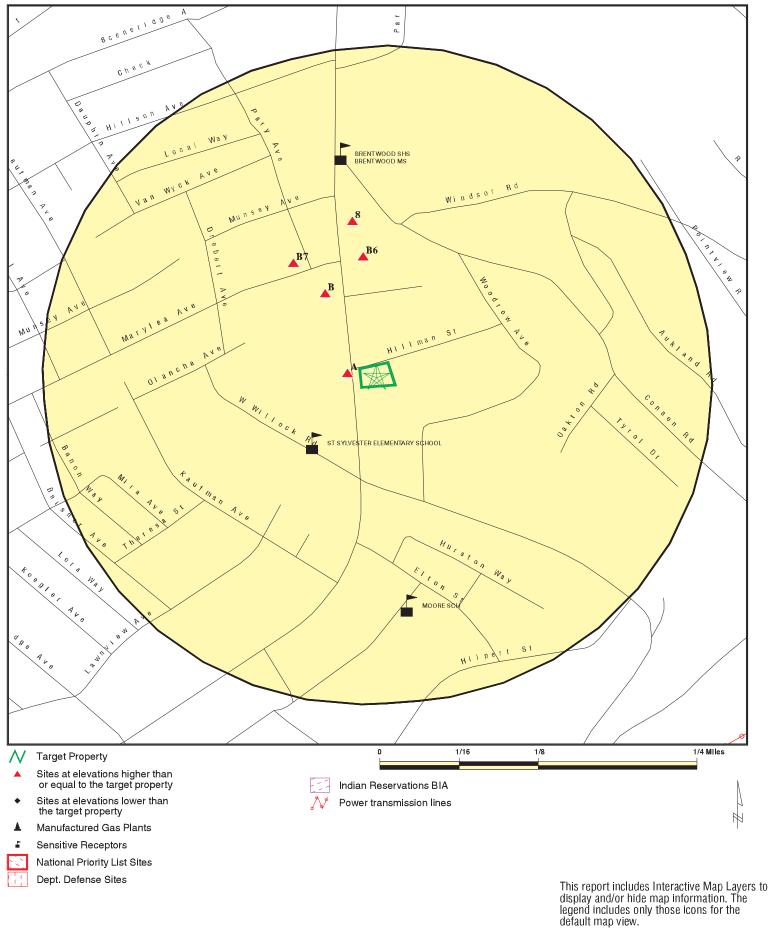
1.0 GENERAL INFORMATION

Skelly and Loy, Inc. completed a Phase I Environmental Site Assessment (ESA) to evaluate potential environmental concerns associated with parcels 188-F-95 and 188-F-97 (3735 Brownsville Road) located in Brentwood, Allegheny County, Pennsylvania (see Overview Map). The parcels (herein referred to as "the site") generally includes one, multi-level commercial structure, and associated parking/paved driveways.

Skelly and Loy performed this Phase I ESA in general conformance with the scope and limitations of American Society for Testing and Materials (ASTM) Practice E 1527-13⁽¹⁾ and our standard terms and conditions outlined in our proposal to Brentwood Borough dated January 23, 2017.

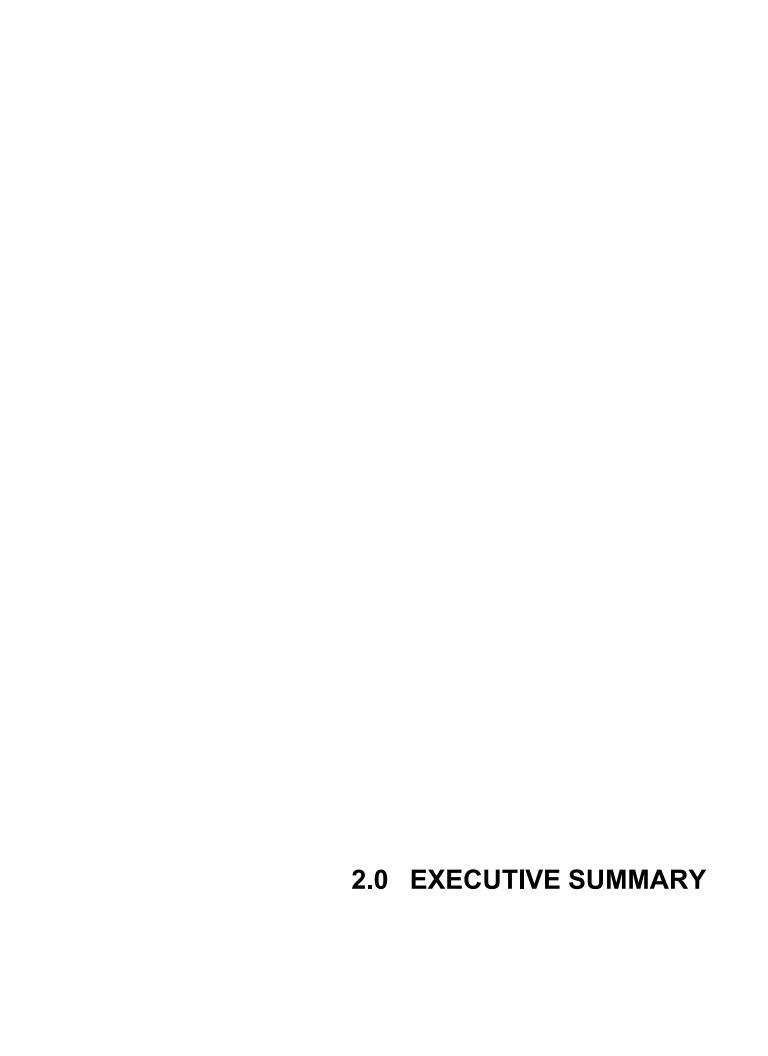


DETAIL MAP - 4865135.2S



SITE NAME: Snee Dairy Property
ADDRESS: 3735 Brownsville Road
Pittsburgh PA 15227
LAT/LONG: 40.371621 / 79.974946

CLIENT: Skelly and Loy, Inc.
CONTACT: Ty Rhoades
INQUIRY #: 4865135.2s
DATE: February 28, 2017 11:48 am



2.0 EXECUTIVE SUMMARY

2.1 Subject Property Description

Skelly and Loy completed a Phase I ESA to evaluate potential environmental concerns associated with the site located in Brentwood, Allegheny County, Pennsylvania. The site is approximately 0.4 acres (15,182 square feet) in area and generally includes one cinder block, brick structure, associated parking/paved driveways, and a small area of landscaped/rock garden near the front of the property near Brownsville road. The structure is a multi-story, cinder block; brick building that is currently condemned. The structure comprises approximately 18,000 square feet. The remaining area of the property is either paved with asphalt or concrete and serves as either parking or entry to the building. A small area near the front of the site has some rock garden landscaping.

2.2 Data Gaps

No significant data gaps were encountered during the investigation portion of the Phase I ESA for the site.

2.3 Environmental Report Summary

This Phase I ESA includes a detailed evaluation of present and past land usage of the site in order to evaluate the potential for hazardous or environmentally sensitive materials on the subject property. The efforts involved background research and a site reconnaissance. The background research efforts included a review of environmental databases, historical aerial photographs, soils, and geology. The background research also included government agency and knowledgeable person interviews, and review of the Pennsylvania Department of Environmental Protection (PA DEP) Environment Facility Application Compliance Tracking System (eFACTS) database and the United States Environmental Protection Agency's (US EPA) Envirofacts website. The site reconnaissance included a walkover and visual inspection of the properties to document present site conditions. This Phase I ESA did not include an asbestos inspection, archaeological review, radon testing, lead based paint (LBP) inspections, drinking water testing, mold assessment, indoor air quality assessment, wetland investigation,



soil and water sampling or analysis, vapor intrusion assessment, compliance audit, or environmental lien search.

Review of the federal and state database information identified 23 facilities within the ASTM-recommended minimum search distances as properties of potential concern for offsite migration of contaminants.

In Skelly and Loy's opinion, the facilities that pose the greatest risk to result in Recognized Environmental Conditions (RECs) to the site by offsite migration of contaminants include the following:

- During the Phase I ESA Skelly and Loy personnel identified that the site was formerly the Snee Dairy Facility. Sanborn maps illustrated that the site became the Snee Dairy Facility sometime between 1925 and 1950 and continued to distribute milk for many years after. Due to the age of the building and the historical use of the property the site is identified as a potential REC.
- Former Point View Garage (present day Donelly-Boland and Associates) facility at 3730 Brownsville Road this facility is identified on EDR Historical Auto list. Sanborn maps illustrated that buried gasoline tanks were located on the property from 1925 to at least 1979. No tank closure reports were found during this Phase I ESA. This facility is located approximately 100 feet east of the site. A Phase I and Limited Phase II ESA was also completed on the property for Brentwood Bank including shallow subsurface samples. The samples collected were found to have very low level indications of petroleum products in the subsurface. The levels detected were below the PADEP Act 2 action levels. According to the PA DEP Southwest Region, the site is not listed on the underground storage tank (UST) list. Due to the location of the facility in relation to the site, the history of the property, and the bulk storage of petroleum products, this property is identified as a potential REC.

In addition to the facility listed above, other potential RECs identified by Skelly and Loy personnel include the following:

- During the Phase I ESA Skelly and Loy personnel identified a suspected UST filling port on the western side of the building (see photo in Appendix E). Caution should be used during construction/demolition of the structure as this suspected UST could/may contain petroleum based products that could display elevated levels of contamination in the subsurface including, but not limited to hydrocarbons, polychlorinated biphenyls, and heavy metals.
- Due to the age of the building built before 1950 Limited Suspect Asbestos Building Inspection report (2) a strong possibility exists that asbestos-containing material (ACM) and lead-based paint (LBP) may



have been present at one time. Based on an on-site interview with Mr. Gaber (current owner), the building had been previously sampled for ACM on the roof and was found to be positive for ACM. Per article 1 of the Allegheny County Department of Health prior to demolition activities of the existing infrastructure, all ACM must be abated prior to demolition.

- During the Phase I ESA, Skelly and Loy observed an auto service repair pit in the south/southeastern corner of the southern basement (see photo in Appendix E). The pit is approximately 3.5 to 4 feet deep and contains water in the bottom six inches. Service pits are most commonly associated with the servicing of petroleum products from the undercarriage of vehicles. Petroleum based products could display elevated levels of contamination in the subsurface including, but not limited to hydrocarbons, polychlorinated biphenyls, heavy metals.
- During the site reconnaissance, a transformer was located in the south/southeastern corner of the southern basement (see photo in Appendix E). Due to the age of building, built before 1950, the potential exists that this transformer may contain polychlorinated biphenyl (PCB) containing materials. PCB's can pose a great environmental and health risk. Skelly and Loy highly recommends that a full scale PCB inspection be completed prior to any renovations or destruction/removal of the existing infrastructure.
- During the site reconnaissance, Gateway Engineers, Inc. (Gateway) was on site overseeing the geotechnical drilling activities. Gateway notified Skelly and Loy personnel, on March, 17, 2017 that one of the boring locations indicated a strong petroleum odor at six feet below ground surface in boring number Four. Boring Four is located in the southern basement.

Skelly and Loy has performed a Phase I ESA in general accordance with the scope and limitations of ASTM 1527-13 for the site. Any exceptions to or deviations from this practice are described in Sections 3.4 and 3.5 of this report.

2.4 Recommendations

Based on the background research efforts and the site visit completed for this Phase I ESA, this assessment has revealed evidence of potential RECs in connection with both on- and off-site issues. As such, Skelly and Loy recommends the following activities to address potential RECs at the site:

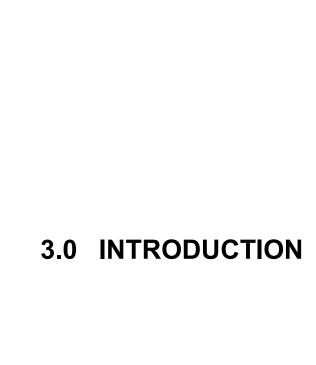
 Based on background research completed on the Point View Garage EDR Historic Auto Repair site, subsurface soils were not contaminated above the PA DEP Act 2 Standards. Due to the property elevation and topography in relation to the site, soil impacts to the site are not likely. A



PA DEP file review and further background research should be completed on the auto repair shop.

- Based on the site visit and the observed UST filling port located on the western side of the building, and the demolition activities proposed, Skelly and Loy highly recommends that a Phase II/III ESA be completed on the site. The Phase II/III ESA investigative efforts should include, at a minimum a geophysical survey, utilizing methods such as GPR, to identify the location(s) of any UST(s) potentially on the site. Due to the uncertainty of whether any releases of hazardous substances occurred previously at the site, soil sampling and analysis are recommended to determine if any contamination is present which may adversely affect the project study area and/or proposed construction activities. Soil samples should be tested for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), heavy metals, and polychlorinated biphenyls (PCBs). If a UST is present then the UST should be removed and disposed of properly prior to construction.
- Based on the service pit location in the south/southeastern corner of the southern basement, Skelly and Loy recommends that a Phase II/III be conducted in this area. The Phase II/III in this area at minimum should include shallow subsurface soil samples. If contaminated soils or pooled water are present during demolition an environmental professional should be contacted at that time to supervise the removal of the soils.
- The site is supplied with potable water from the city, the need to tap the
 aquifer underneath the site is highly unlikely. However, if the need to drill
 a water well at the site becomes necessary, groundwater should be
 sampled and submitted for laboratory analysis of VOCs, SVOCs, and
 heavy metals.
- Based on the suspected age of the building at the site (presumably built before 1950) and the suspected PCB containing transformer in the south/southeastern corner of the southern basement should be inspected and/or sampled to confirm or deny the presence of PCBs. Pending results, the transformer should be properly disposed.
- Based on the petroleum odor reported in boring number Four by Gateway, Skelly and Loy recommends a Phase II/Phase III ESA be completed. The Phase II/III ESA should include, at a minimum, shallow soil samples using a geo probe to penetrate the subsurface. These activities will help to better understand the extent both laterally and horizontally of the potential contamination. Soil samples should be tested for VOCs, SVOCs, heavy metals, and PCBs.





3.0 INTRODUCTION

3.1 Purpose

Skelly and Loy was retained by Brentwood Borough to complete a Phase I ESA prior to the potential purchase of the site. The purpose of this study was to identify potential RECs associated with the site, which is located in Brentwood, Allegheny County, Pennsylvania. The site was inspected for RECs including hazardous and nonhazardous waste generation, storage, and disposal; the existence of point and nonpoint source discharges; ASTs; USTs; and uncontrolled releases or conditions of threatened releases of environmentally sensitive materials.

3.2 Scope of Work

Skelly and Loy performed this Phase I ESA in general conformance with the scope and limitations of ASTM Practice E 1527-13 and our proposal to Brentwood Borough dated January 23, 2017. This Phase I ESA did not include an asbestos inspection, archaeological review, radon testing, LBP inspection, mold assessment, indoor air quality assessment, lead in drinking water testing, wetland investigation, soil and water sampling or analysis, vapor intrusion assessment, compliance audit, or environmental lien search.

Records reviewed included state and federal databases, PA DEP online eFACTS files, US EPA Envirofacts website, historical aerial photographs, and physical setting sources (soil, geology, and topographical maps). Interviews were also completed with available and knowledgeable persons including a representative of the PA DEP's Storage Tank Program. In conjunction with these efforts, a site reconnaissance of the various parcels was also completed.

3.3 Significant Assumptions

Skelly and Loy assumes that information obtained from the sources (listing review service agency, knowledgeable persons, etc.) is accurate. Every effort has been made to review reasonably ascertainable information from these standard sources; however, Skelly and Loy assumes no responsibility for inaccuracies obtained from these sources.



3.4 Limitations and Exceptions

The scope of this report is limited to the matters expressly covered. In preparing this report, Skelly and Loy has relied, in part, on information derived from secondary sources and personal interviews. Except as set forth in this report, Skelly and Loy has made no independent investigation as to the accuracy or completeness of the information derived from the secondary sources and personal interviews, and has assumed that such information was accurate and correct. The goal of this Phase I ESA is to identify potential RECs at the site. With this in mind, Skelly and Loy investigated the presence or likely presence of hazardous substances or petroleum products on site under conditions which indicate an existing release, past release, or a material threat of a release to the structures on the site or into the soils, groundwater, or surface water of the site. An environmental assessment cannot completely eliminate uncertainty relating to potential RECs associated with a property; rather, the intent of the Phase I ESA is to reduce this uncertainty.

Skelly and Loy's findings are based on and have been developed in accordance with generally accepted standards of environmental site evaluation, scientific principles, and professional judgment with resultant subjective interpretations. Professional judgments expressed herein are based on the facts currently available within the limits of existing data, scope of work, budget, and schedule. The findings are relevant for the dates of our site visit and should not be relied on to represent conditions at a later date. Skelly and Loy makes no representation or warranty that the implementation or use of the recommendations, findings, or conclusions of this report will result in compliance with applicable laws.

3.5 Deviations

No deletions or deviations from the ASTM E 1527-13 practice were made during the completion of this Phase I ESA.

3.6 Special Terms and Conditions

There were no special terms or conditions imposed on this Phase I ESA.



3.7 Reliance

This report has been prepared for and is intended for the exclusive use of Brentwood Borough and its subsidiaries, affiliates, and/or clients. The information may not be relied on by any other person or entity without the written authorization of the client.





4.0 SITE DESCRIPTION

4.1 Location and Legal Description

Information pertaining to the project is summarized in the following sections and an overview map and detail map obtained from the Environmental Data Resources Inc. (EDR) Radius Map™ report with Geocheck[®] (3) are included in this report following the text.

Located at 3735 Brownsville Road, Brentwood, Pennsylvania, the site is comprised of legal parcels 188-F-95 and 188-f-97 which is approximately 0.40 acres in size.

4.2 Activity/Use Limitations

There were no activity or use limitations identified for the site in the federal or state databases reviewed. The site is zoned commercial with a use code of OFFICE-1-2 stories.

4.3 Site and Vicinity Description

The site generally includes one multi-level block/brick structure, associated parking/paved driveways, and a small area of landscaped/rock garden near the front of the property near Brownsville Road. The structure is a multi-story, block/brick building, which currently is condemned. The structure is a multi-story, cinder block/brick building, which is currently condemned. The structure comprises approximately 18,000 square feet. The remaining area of the property is either paved with asphalt or concrete and serves as either parking or entry to the building. A small area near the front of the site has some landscaping/rock garden.

The vicinity of the site is commercial and residential in nature.

4.4 Current Use of Property

There is no current use at the site as it is condemned. The interior and exterior of the building are in poor condition and multiple locations of water damage were evident in the interior of the building.



4.5 Description of Structures and Other Improvements

The site includes one large structure which is a multi-story, block/brick building. The building was once used for the Snee Dairy daily operations, along with an office products distribution facility, apartments, and most recently condemned. The building is approximately 18,000 square feet. The majority of the site is the building. The building has 3 man door entrances and 4 garage door entrances.

4.6 Adjoining Property Information

The site is bound to the north by Hillman Street. The site is bound to the west by Brownsville road; to the south and east by a small, residential neighborhood. Across Hillman Street to the north of the site is Brentwood Presbyterian Church; to the west across Brownsville Road is the Donnelly-Boland and Associates Building (former Point View Garage).



5.0 USER	-PROVIDED	INFORMATION

5.0 USER-PROVIDED INFORMATION

A user questionnaire was completed by the current owner Tim Gaber, along with interviews with adjacent property owners.

5.1 Specialized Knowledge

Mr. Gaber is not completely familiar with the environmental conditions of the site. During the site reconnaissance, Mr. Gaber was interviewed and stated that he was unaware of any environmental conditions associated with the property or building. Mr. Gaber did state that an asbestos inspection was completed on the site.

The borough of Brentwood supplied Skelly and Loy personnel with the Limited Suspect Asbestos Building Inspection ⁽²⁾ report completed by General Contracting Corporation. The report does state that the building was positive for ACM especially within the roofing.

5.2 Valuation Reduction for Environmental Assessments

The value of the property is not applicable.

5.3 Owner, Property Manager, and Occupant Information

Skelly and Loy was able to obtain a User Questionnaire, an interview with Mr. Gaber. As stated above, he was not aware of any known environmental conditions associated with the site.

5.4 Reason for Performing Phase I ESA

The purpose of this Phase I ESA is to provide an appropriate inquiry consistent with ASTM E 1527-13 with the understanding that Brentwood Borough may purchase the property. It is also Skelly and Loy's understanding that the borough plans to demo the existing structure on the site.



6.0 RECORDS REVIEW

Skelly and Loy conducted a search of reasonably obtainable federal, state, and local public records to document current and past site ownership and usage and evidence, if any, of past or pending environmental corrective or enforcement actions at the subject properties or nearby locations. Skelly and Loy obtained federal and state database records, reviewed available state agency records online, reviewed physical setting sources and historical use information, and interviewed knowledgeable persons. This effort of the Phase I ESA was completed in conjunction with Section 7.0, Site Reconnaissance. Appendix A contains a copy of the Site Reconnaissance Guide.

6.1 Standard Environmental Record Sources

The environmental listings review for the project included a review of available US EPA Region III databases and the solid and hazardous waste databases available through PA DEP. This information was obtained from an EDR Radius Map[™] Report with Geocheck[®] on February 28, 2017, which can be found in Appendix B. The federal lists reviewed included the following.

- National Priority List (NPL)
- Proposed National Priority List (Proposed NPL)
- Federal Superfund Liens (NPL LIENS)
- National Priority List Deletions (Delisted NPL)
- Comprehensive Environmental Response, Compensation and Liability Index System (CERCLIS)
- Federal Facility Site Information Listing (FEDERAL FACILITY)
- CERCLIS No Further Remedial Action Planned (CERC-NFRAP)
- Resource Conservation and Recovery Act (RCRA) Corrective Action Report (CORRACTS)
- RCRA Treatment, Storage, and Disposal Facilities (RCRA-TSDF)
- RCRA Large Quantity Generators (RCRA-LQG)
- RCRA Small Quantity Generators (RCRA-SQG)
- Engineering Controls Sites List (US ENG CONTROLS)
- Sites with Institutional Controls (US INST CONTROL)
- Land Use Control Information System (LUCIS)
- Emergency Response Notification System (ERNS)



The state lists reviewed included the following.

- Notice of Potential Hazardous Sites (SHWS)
- HSCA Remedial Sites Listing (HSCA)
- Operating Facilities (SWF/LF)
- Unregulated Tank Cases (UNREG L Tanks)
- Storage Tank Release Sites (PA LAST)
- Leaking Underground Storage Tanks for Indian Land (INDIAN LUST)
- Aboveground Storage Tanks (PA AST)
- Underground Storage Tanks on Indian Land (INDIAN UST)
- Underground Storage Tank Listing (FEMA UST)
- Engineering Controls Site Listing (ENG CONTROLS)
- Environmental Covenants Listing (AUL)
- Institutional Controls Site Listing (INST CONTROL)
- Voluntary Cleanup Priority Listing (INDIAN VCP)
- Voluntary Cleanup Program Sites (VCP)
- Brownfield Sites (BROWNFIELDS)

Other records reviewed included the following.

- Listing of Brownfields Sites (US BROWNFIELDS)
- Torres Martinez Reservation Illegal Dump Site Locations (DEBRIS REGION 9)
- Open Dump Inventory (ODI)
- Abandoned Landfill Inventory (HIST LF)
- Report on the Status of Open Dumps on Indian Lands (INDIAN ODI)
- Clandestine Drug Labs (US CDL)
- National Clandestine Laboratory Register (US HIST CDL)
- Archived Aboveground Storage Tank Sites (ARCHIVE AST)
- CERCLA Lien Information (LIENS 2)
- Act 2-Deed Acknowledgment Sites (ACT 2-DEED)
- Hazardous Materials Information Reporting System (HMIRS)
- State Spills (SPILLS)
- Incident and Accident Data (DOT OPS)
- U.S. Department of Defense Sites (DOD)
- Formerly Used Defense Sites (FUDS)
- Superfund (CERCLA) Consent Decrees (CONSENT)
- Records of Decision (ROD)
- Uranium Mill Tailings Sites (UMTRA)
- Mines Master Index File (US MINES)
- Toxic Chemical Release Inventory System (TRIS)
- Toxic Substance Control Act (TSCA)
- Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)/TSCA Tracking System (FTTS)
- FIFRA/TSCA Tracking System Administrative Case Listing (HIST FTTS)



- Section 7 Tracking Systems (SSTS)
- Integrated Compliance Information System (ICIS)
- PCB Activity Database System (PADS)
- Material Licensing Tracking System (MLTS)
- Radiation Information Database (RADINFO)
- Facility Index System (FINDS)
- RCRA Administrative Action Tracking System (RAATS)
- Risk Management Plans (RMP)
- NPDES Permit Listing (NPDES)
- Underground Injection Wells (UIC)
- Manifest Information (MANIFEST)
- Registered Drycleaning Facilities (DRYCLEANERS)
- Permit and Emissions Inventory Data (AIRS)
- Indian Reservations (INDIAN RESERV)
- State Coalition for Remediation of Drycleaners Listing (SCRD DRYCLEANERS)
- Aerometric Information Retrieval System Facility Subsystem (US AIRS)
- MINES (MINES)
- 2020 Corrective Action Program List (2020 COR ACTION)
- Lead Smelter Sites (LEAD SMELTERS)
- Potential Responsible Party (PRP)
- EPA WATCH LIST (EPA WATCH LIST)
- Financial Assurance Information (US FIN ASSUR)
- PCB Transformer Registration Database (PCB TRANSFORMER)
- Steam-Electric Plan Operation Data (COAL ASH DOE)
- Coal Combustion Residues Surface Impounds List (COAL ASH EPA)
- EDR Manufactured Gas Plants (Manufactured Gas Plants)
- RGA LUST (Recovered Government Archive Leaking Underground Storage Tank)
- RGA FL (Recovered Government Archive Solid Waste Facilities List)
- RGA HWS (Recovered Government Archive State Hazardous Waste Facilities List)
- EDR Proprietary Historic Dry Cleaners (EDR Historical Cleaners)

The site was not identified on any of the databases. However, 6 sites were identified within the ASTM minimum recommended distances. In Skelly and Loy's opinion, only 1 of the 6 properties identified pose a potential adverse effect to the site. This site is identified and summarized in Table 1.



TABLE 1
DATABASE SUMMARY

SITE NAME	LOCATION	LISTING/STATUS
Point View Garage	3730 Brownsville Road E <1/8 mi. (52 feet) Higher elevation	EDR Historical Auto Repair Shop

ASTM Recommended Search Distances:

Federal RCRA CORRACTS facilities list - 1.0 mile

Federal CERCLIS NFRAP site list - 0.5 mile

Federal RCRA generators list – property and adjoining properties only

State and tribal registered storage tank lists - property and adjoining properties only

PA MINES list – per EDR

Other Ascertainable Records – NY & PA MANIFEST – per EDR

In addition to the above REC, there are numerous sites located within a quarter mile of the site. These sites based on location and topographical positions are not likely to pose a threat to the site:

- Kenzmoh's Sunoco/Conley's Service Station: This property is listed as a registered UST, LUST, and EDR Historic Auto Shop. The site is located approximately 0.065 miles from the site at a higher elevation. Based on the topographical location this property does not pose an environmental risk to the site.
- Brentwood Cleaner and Dyers: This property is listed as an EDR Historical Cleaner site and is located approximately 0.086 miles from the site at a higher elevation. Based on the topographical location this property does not pose an environmental risk to the site.
- Stewart J. Howard: This property is listed as a EDR Historical Auto Repair Shop and is located approximately 0.099 miles from the site at a higher elevation.
 Based on the topographical location this property does not pose an environmental risk to the site.
- Baseman's Cleaners and Tailors: This property is listed as an EDR Historical Cleaner site and is located approximately 0.115 miles from the site at a higher elevation. Based on the topographical location this property does not pose an environmental risk to the site.
- Siwik Techno Care: This property is registered as a LUST property. The site is located approximately 0.498 miles from the site at a much lower elevation.



Based on the topographical location this property does not pose an environmental risk to the site.

Correspondence with the PA DEP was conducted to gain further knowledge of these properties, particularly the site and the former and Point View Garage, due to its locale in relation to the site and listing on the Historic Auto Repair Shop. Ms. Patricia Renwick of the PA DEP Southwest Regional office stated she has no information in the PA DEP databases related to the site or and adjacent property (former Point View Garage).

6.2 Additional Environmental Record Sources

6.2.1 PA DEP Records

A review of PA DEP databases was performed on March 8, 2017, via the PA DEP eFACTS website. The project site was not identified in the Safe Drinking Water, Environmental Cleanup, Brownfields, or Waste Management databases. Due to time constraints on the project deliverables, a PA DEP file review was not conducted at the Southwestern Regional Office in Pittsburgh.

6.2.2 US EPA Records

A review of US EPA Region III databases was performed on March 3, 2017, *via* the US EPA Enviro-Facts website. The parcel that comprises the site was not identified in the Air Quality, Land Recycling and Waste Management, and Water Resource Management databases. There were three facilities identified in the surrounding area of the site; these sites do not pose an environmental risk to site.

6.3 Physical Setting Sources

Physical setting sources reviewed included the EDR Radius Map^{TM} Report with Geocheck[®]. Site conditions are summarized below.

• **Site Elevation:** The surface elevation is approximately 1,202 feet above mean sea level (msl). The site generally slopes very gently from northeast to southwest.



- **Soil Type/Condition:** The majority of the site was identified as urban land. These soils have highly variable surface texture, consistency, and hydraulic/infiltration rates.
- **Geology/Geologic Features:** The site is identified as being in the Paleozoic era, Pennsylvanian system, and Virgilian series. The geologic age is identified as Stratified Sequence.
- **Wetlands:** According to the EDR report, National Wetland Inventory (NWI) wetlands were not identified on or adjacent to the site. The closest recorded wetlands were identified over ½ mile from the site.
- **Wells:** According to the state database well information, there are no registered wells on site. One water wells was reported within a ¼ mile of the site on the EDR report. There are three registered oil and gas wells within 1/4 mile of the site.
- Radon: The EDR report indicated that the Federal Environmental Protection Agency Radon Zone for Allegheny County is Zone 1, which included a radon indoor average level >4 picocuries per liter (PCi/L). According to the EDR report, 460 radon tests were recorded for the same zip code as the site. Test results include a low of 0.9 PCi/L, a maximum of 104.7 PCi/L, and an average of 3.6 PCi/L.

6.4 Historical Use

6.4.1 Aerial Photographs

Historical aerial photography was reviewed to determine past land usage of the property. Photographs dated 1938, 1949, 1957, 1967, 1969, 1973, 1983, 1988, 1995, 2005, 2006, 2008, and 2010 were available. These photographs were obtained from the EDR Aerial Photo Decade Package⁽⁴⁾ and can be found in Appendix C. Some of the photographs were difficult to review due to their scale and clarity. Land use observations are summarized below.

- 1938 Specific details are difficult to discern due to poor clarity in this photo. The building on site is similar to current day size and layout. The area east of the site appears to be commercially developed. Both the north, south and east quadrants contain residential developments.
- 1949 Specific details are difficult to discern due to poor clarity in this photo. A large residential development was constructed sometime between 1938 and 1949 in the southwest and southeast corners of the photo. Adjacent properties to the site appear to remain largely unchanged from the 1938 aerial.



- 1957 Specific details are difficult to discern due to poor resolution and clarity in this photo. The property to the north (current day Brentwood Presbyterian Church) appears to have added on to the property on the north side. Surrounding area appears to remain largely unchanged from the 1949 aerial.
- 1967 Specific details are difficult to discern due to poor resolution and clarity in this photo. The Surrounding area appears to remain largely unchanged from the 1957 aerial.
- 1969 The site, adjacent and surrounding properties appear largely unchanged from the 1967 photo.
- 1973 Specific details are difficult to discern due to poor resolution and clarity in this photo. The site, surrounding, and adjacent properties appear to remain largely unchanged from the 1969 aerial.
- 1983 A large residential development has been expanded between 1973 and 1983 in the southern edge of the photo. Adjacent properties to the site appear to remain largely unchanged from the 1973 aerial.
- 1988 The site, adjacent and surrounding properties appear largely unchanged from the 1983 photo.
- 1995 The site, adjacent and surrounding properties appear largely unchanged from the 1988 photo.
- 2005 The site and adjacent area appear similar to the 1995 aerial.
- 2006 The site and adjacent area appear similar to the 2005 aerial.
- An adjacent commercial property to the northwest (current day Brentwood Medical Group) was removed and leveled between 2006 and 2008. The site and adjacent properties appear similar to the 2008 aerial.
- 2010 The adjacent property to the west has completed a paved parking lot. The adjacent property to the northwest is now completed and is present day Brentwood Medical Group's building. Surrounding areas appear similar to the 2008 aerial.



6.4.2 Fire Insurance Maps

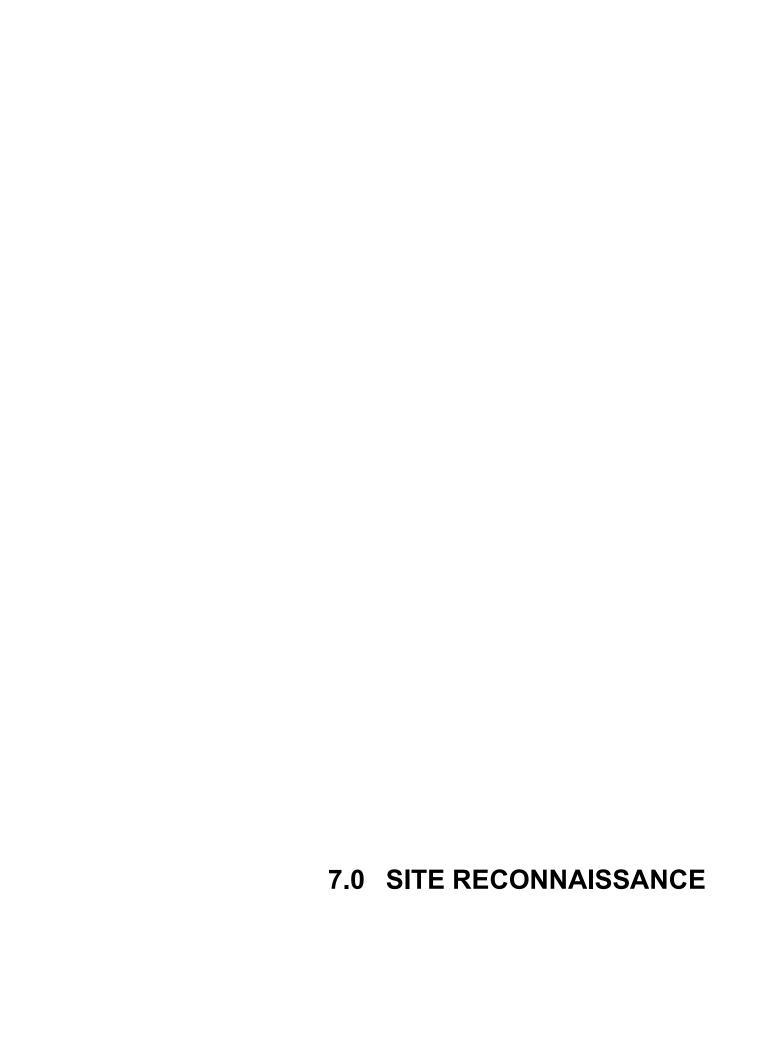
The EDR Certified Sanborn® Map Report⁽⁵⁾ were reviewed to determine past land usage and development of the property. Maps dated 1925, 1950, and 1979 were available. These maps were obtained from the EDR report and can be found in Appendix D.

- The site appears to have one small dwelling on property. An adjacent property to the west appears to have multiple buried gasoline tanks and is labeled as an electric motor repair shop. Other adjacent and surrounding properties appear to be church related or residential.
- The site appears to have been developed into the present day building. The adjacent property to the west appears to still have multiple buried gas tanks and is now labeled as an auto repair shop. An adjacent property to the north was developed and is labeled as the Brentwood Presbyterian Church. Adjacent and surround properties to the east and south are of the residential setting. Surrounding properties to the north and southwest appear to be commercial.
- 1979 The site appears to be unchanged from the 1950 map and is similar to present day. The adjacent properties remained unchanged. A surrounding property to the southwest now appears to be developed into present day St. Sylvester R.C. Church and School. Other surrounding properties remain similar to the 1950 map.

6.5 Environmental Liens and Activity/Use Limitations

An environmental lien search was not completed by Skelly and Loy for this property.





7.0 SITE RECONNAISSANCE

7.1 Methodology and Limiting Conditions

A site reconnaissance was completed by Skelly and Loy on March 13, 2017. Skelly and Loy was accompanied by the current property owner. The site visit included visual observations of the site to identify existing conditions and potential RECs. All accessible portions of the property were viewed. Inspection of the building on site was completed as part of the site reconnaissance.

There were no weather conditions that would be considered a limiting condition.

A completed site reconnaissance guide is located in Appendix A, and photographs taken during the investigation are in Appendix E. Additional information observed during the site reconnaissance is summarized below.

7.2 General Site Setting

The site is approximately 0.4 acres (approximately 15,182 square feet) in area and generally includes one block/brick structure, associated parking/paved driveways, and a small area of landscaped/rock garden near the front of the property near Brownsville Road. The structure is a multi-story; block/brick building, which is currently condemned. The structure comprises approximately 18,000 square feet of space. The remaining area of the property is paved with asphalt or is concrete and serves as either parking or entry for vehicles. A small area near the front of the site has some landscaping/rock garden area.

7.3 Site Visit Findings

7.3.1 Storage, Handling, and Disposal of Hazardous Substances

Based on the age of the building and the conversations with the current owner the building on site presumably contains asbestos containing material (ACM), and lead based paints.

Several types of household painting and cleaning materials were found on site such as denatured alcohol, acrylic enamel reducer, paste finishing wax, and other



household cleaning products. Based on the quantities stored of these chemicals, they do not pose a significant risk to human health or the environment.

7.3.2 Underground Storage Tanks

A suspected UST filling port was located by garage door on the upper south/southwestern corner of the building during the site reconnaissance. No evidence or documentation of or about the tank was found during the background search or interview process. The suspected UST vent is illustrated on Appendix E.

7.3.3 Aboveground Storage Tanks

No indicators of ASTs were observed during the site reconnaissance.

7.3.4 Indicators of PCBs and Mercury

One suspected PCB containing transformer was located in the south/southeastern corner of the southern basement. Pictures of the suspected PCB containing transformer are illustrated on Appendix E.

7.3.5 Heating System

Historically the site appears that it was heated with a coal/wood fired fireplace located on the southeastern wall of the southern basement. During the site reconnaissance a natural gas fired furnace was located on the upper levels and is illustrated in appendix E. The current owner stated that currently the site is not heated at all and the natural gas service lines are shut off.

7.3.6 Stains or Corrosion

Staining was evident at and around the suspected PCB transformer in the south/southeastern corner of the southern basement. No other staining or corrosion was evident during the site reconnaissance.



7.3.7 Drains and Sumps

Several drains are located throughout the building. When asked about where the drains lead, Mr. Gaber said that he knew most of the drains went to the sumps located in the southern basement. Mr. Gaber stated he believed the sumps were then pumped into the sewer lines.

7.3.8 Pits, Ponds, or Lagoons

One pit was located in the southern basement during the site reconnaissance. The pit appears to have been used for the servicing of vehicles. No other pits, ponds, or lagoons were observed during the site reconnaissance.

7.3.9 Stressed Vegetation

Stressed vegetation was not observed during the site reconnaissance.

7.3.10 Solid Waste

Throughout the structure on the site there appears to be rubbish and trash that has accumulated through the years on each level of the building. While it doesn't pose a significant, immediate environmental issue, accumulated trash could lead to the attraction of unwanted animals.

7.3.11 Wastewater

The structure at the site is connected to the public sewer system.

7.3.12 Wells

Wells were not observed during the site reconnaissance.



7.4 Adjacent Properties

The immediately adjacent properties to the site were viewed during the site reconnaissance. The site is generally surrounded by churches, commercial, and residential developments. The site is bound to the north by Hillman Street, and Brentwood Presbyterian Church. The site is bound to the east and south by a residential development (access via Hillman Street and Brownsville Road). To the west of the site is Brownsville Road and Donnelly-Boland and Associates (historically Point View Garage). Beyond the adjacent properties are primarily churches, residential, and some commercial properties.



8.0 INTERVIEWS

In order to obtain additional information regarding the site, persons knowledgeable of the general area were contacted. These contacts included the following.

- Mr. Tim Gaber is the owner of proposed property transaction. Mr. Gaber was interviewed during the site reconnaissance. Mr. Gaber stated he was not aware of any environmental conditions, issues, or problems associated with the property and that he has owned the property since approximately 2007. He was aware of a previous asbestos test of the roofing material and did state it came back positive for ACM. Mr. Gaber did supply the ACM inspection report to the borough. Mr. Gaber did state that the site is now condemned.
- Mr. John Barker, Pastor for Brentwood Presbyterian Church, has been the affiliated with the church for 34 years. He stated that the site was formerly the Snee Dairy facility, later purchased by UBA Office Products distribution services, Mr. Gaber then purchased the property and rented rooms out and is now currently vacant. Mr. Barker did not know of any former filling stations or auto service work completed on the site and does not know of any environmental concerns associated with the property.
- Mr. Kevin P. Boland, CPA, owner and operator of Donnelly-Boland and Associates, was interviewed during the site reconnaissance. Mr. Boland owns the adjacent property to the west of the site across Brownsville Road (3730 Brownsville Road). He stated that he purchased the property from Brentwood Bank four to five years ago. Mr. Boland stated that historically his property had tanks on it and that a phase I and limited phase II ESA report had been completed on the site. Mr. Boland did supply the Phase I Limited Phase II Environmental Site Assessment report to Skelly and Loy, Personnel⁽⁶⁾. Mr. Boland stated that the report does not have any findings of soil contamination above the respected thresholds.
- Ms. Patricia Renwick, Manager of Storage Tank Program and Cleanup Projects for the PA DEP Southwestern Region, was consulted regarding the site and various properties surrounding the site. Ms. Renwick stated that the site was not identified in any of the cleanup or reclamation programs associated with the DEP.



9.0 OTHER ENVIRONMENTAL CONSIDERATIONS

9.1 Asbestos-Containing Materials

Although an ACM inspection was not conducted during the site visit, Skelly and Loy was provided by the Brentwood borough copy of the Limited Suspect Asbestos Building Inspection Report ⁽²⁾ finding evidence of ACM within the structure.

9.2 Lead-Based Paint

A LBP inspection was not conducted during the site visit. Based on interviews with knowledgeable parties, the age of the building, LBP may be present throughout the structure.

9.3 Radon

The EDR report indicated that the Federal EPA Radon Zone for Allegheny County is Zone 1, which includes a radon indoor average level >4 PCi/L. According to the EDR Report, the average radon level for the subject area and vicinity is 3.6 PCi/L. Although a radon inspection was not conducted as part of this Phase I ESA, no indicators of radon were observed.

9.4 Wetlands

According to the EDR report, NWI areas were not identified on the site. No wetlands were identified over $\frac{1}{2}$ a mile from the site. Wetland delineation was not conducted by Skelly and Loy as part of this assessment.

9.5 Microbial Contamination (Mold)

Although mold testing was not completed as part of this ESA, some black, spotted material was identified on multiple areas of the southern basement of the building during the site reconnaissance. Molds gradually destroy the materials which they grow on and can be controlled by controlling moisture in the areas the mold grows. Exposure to mold can cause a variety of health effects and symptoms, including allergic reactions. It is Skelly and Loy's professional opinion that this area should be inspected or tested for mold in general accordance



with the USEPA's "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, Reprinted September, 2008).

9.6 Vapor Encroachment Conditions

There was no evidence of vapor encroachment conditions during the site visit. No actual sampling or testing was performed.



10.0 ACRONYMS

AAI All Appropriated Inquiries

ACM Asbestos Containing Material

ACT 2-DEED Act 2-Deed Acknowledgment Sites

AIRS Permit and Emissions Inventory Data

ARCHIVE AST Archived Aboveground Storage Tank

ARCHIVE UST Archived Underground Storage Tank Sites

AST Aboveground Storage Tank

ASTM American Society for Testing and Materials

AUL Environmental Covenants Listing

BROWNFIELDS Brownfields Sites

CDL Clandestine Drug Labs

CERCLA Comprehensive Environmental Response, Compensation, and

Liability Act

CERCLIS Comprehensive Environmental Response, Compensation, and

Liability Index System

CERC-NFRAP CERCLIS No Further Remedial Action Planned

CONSENT Superfund Consent Decrees

CORRACTS RCRA Corrective Actions

Delisted NPL National Priority List Deletions

EDR Environmental Data Resources, Inc.

eFACTS Environment Facility Application Compliance Tracking System

EPA Environmental Protection Agency

ERNS Emergency Response Notification System

ESA Environmental Site Assessment

FINDS Facility Index System

INDIAN LUST Leaking Underground Storage Tanks on Indian Land



INDIAN ODI Report on the Status of Open Dumps on Indian Land

INDIAN RESERV Indian Reservations

INDIAN UST Underground Storage Tanks on Indian Land

INDIAN VCP Voluntary Cleanup Priority Listing

INST CONTROL Institutional Controls Site Listing

LAST Storage Tank Release Sites

LBP Lead-Based Paint

LIENS 2 CERCLA Lien Information

LQG Large Quantity Generator

LUST Leaking Registered Storage Tank

MLTS Material Licensing Tracking System

MSL Mean Sea Level

NFRAP No Further Remedial Action Planned

NPDES National Pollutant Discharge Elimination System

NPL National Priority List

NPL Liens Federal Superfund Liens

PA DEP Pennsylvania Department of Environmental Protection

PCB Polychlorinated biphenyl

PCB Transformer PCB Transformer Registration Database

pCi/L Picocuries per Liter

PCP Pentachlorophenol

RAATS RCRA Administrative Action Tracking System

RCRA Resource Conservation and Recovery Act

REC Recognized Environmental Condition

SHWS Hazardous Sites Cleanup Act Site List

SQG Small Quantity Generator

SWF/LF Operating Facilities



TSCA Toxic Substance Control Act

TSDF Treatment, Storage, and Disposal Facilities

UNREG LTANKS Unregulated Tank Cases

US BROWNFIELDS Brownfields Sites

US ENG CONTROLS Engineering Controls Sites

U.S. EPA Environmental Protection Agency

USGS United States Geological Survey

UST Underground Storage Tank

VCP Voluntary Cleanup Program

VOC Volatile Organic Compound





11.0 BIBLIOGRAPHY

- 1. Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, American Society for Testing and Materials Practice E 1527-13, Updated 2013.
- 2. Limited Suspect Asbestos Building Inspections Report, General Contracting Corporation, January 5, 2016
- 3. The EDR Radius Map[™] Report with Geocheck[®] Report, EDR, Inc., February 28, 2017.
- 4. The EDR Aerial Photo Decade Package, EDR, Inc., November 1, 2016. Photograph Dates: 1938, 1949, 1957, 1967, 1969 1973, 1983, 1988, 1995, 2005, 2006, 2008, and 2010.
- 5. Certified Sanborn® Map Report, EDR, Inc., February 28, 2017.
- 6. Phase I and Limited Phase II Environmental Site Assessment, Community Bank, Brentwood Bank, July 2007.



12.0 PREPARERS

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312 and we have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Prepared By:

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Environmental Scientist-Preparer B.A., Geology-5 years' experience

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APPENDICES

APPENDIX A PHASE I ESA SITE RECONNAISSANCE GUIDE

SKELLY AND LOY, INC. PHASE I ENVIRONMENTAL SITE ASSESSMENT SITE RECONNAISSANCE GUIDE

SITE NAME: <u>Snee</u>	Dairy Pha.	seI				
WEATHER CONDITION	ONS:	/C CL[OYCLR Temp: ~25 E	F Precip: <u>None</u>		
SURROUNDING PRO	PERTY USA	AGE:				
NORTH: SOUTH: EAST: WEST:	Hillman street, Brentwood Presby. Church Residential Residential Brownsville Road, Donnelly-Boland & Associates (Falmer Point View Garage					
STORAGE TANKS		ŕ		•		
Fuel Islands		Y <u>\</u>		Dound on west side of		
Underground Storage	Tanks	Y	N If yes, number:			
CONTENT	s	SIZE	INSTALLATION DATE	OBSERVATION WELLS		
	•					
Previous Underground	l Storage Tar	iksY	N IF YES, NUMBER	:		
CONTENT	'S	SIZE	REMOVAL DATE	RELEASE (YES OR NO)		
		100000				
Aboveground Storage	Tanks	Y	/ N IF YES, NUMBER: _			
CONTENT	S	SIZE	INSTALLATION DATE	OBSERVATION WELLS		



Location: Public Sewer Septic System N Location: _____ \sqrt{N} Oil/Water Separator Location and Outlet: Sumps in Gasement Floor Drains outlet appears to be sevel system Location: Dumpster, Bulk Waste Container Waste Disposal Areas Waste Type: Debris, Garbage, old cleaning /fainting Products, Paint cans, old fildge on roof Other Waste-Related Concerns Drum Storage Number: 1 (Water) Empty Drums Product Type/#: Product Drums Waste Drums Waste Type/#: ____ Fair _____Poor √ Good **Drum Condition** ✓ N Drums Labeled/Marked Type: Basemont (South) Storage Area Contained Other Containers Product/Waste Type: (pails, bags, boxes) **GROUNDWATER/SURFACE WATER** Wells (on-site) Number: Location: Usage: Wells (within 500' of site) Number: _____ Location: Usage: _____ Usage: Auto service Pit South basement Ponds, Lagoons, Pits Streams Flow: E/S Controls (diversion and/or Describe: ____ collection ditches, culverts, sediment ponds, storm sewer)

MATERIAL AND WASTE HANDLING/DISPOSAL



Discolored Water
Point Source Discharge

BIOLOGICAL/CHEMICAL/PH	YSICAL INDICATORS
Seeps/Discharges Stained Ground Stressed Vegetation Odors	Y
STRUCTURES/FEATURES	
Parking Lots (material) Buildings (number, use)	N Describe: Small (concrete, Asphalt)N Describe: <u>1 (multi-story)</u>
Building Heating System(s)	Currently shut off, Previously was gas, Historically coal/wood fixed
Former Heating System On-Site Utilities	Currently shut off, Previously was gas, Historically coal/wood fixed gas, Historically wood/coal fixed Electric currently on, All others off
Interior Building Components	
Light Ballasts Fluorescent Lights Light Switches Thermostats Elevator(s) Equipment (i.e., Motor Potentially Containin	
TERRAIN	
	eneral slope)
Surface Water Drainage	10 the South
Fill Areas Roads, Paths, Trails, Railroad Tracks, Railroad Beds	To the South Type: Describe: YN Describe:
OTHER	
,	
Air Emissions	YVN
Meter Readings	YN
Unidentifiable Piping	YN
Concrete Pads	YN
Pipelines	YN
Electrical Transformers	N Southern Basement
General Housekeeping	GoodFairPoor
Adjoining Property Concerns	V ,/ N



On-Site Documents Re Reports and Records:	eviewed (i.e., MSDS Sh			Other Environmental
Other Comments				
Other Comments:				
FIELD TEAM				
Ty Rhoades				
Ty Rhoades Sason Mc (abo	D			
		Date:	3/13/17	
• •	,			
		OITE OKETOU		
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APPENDIX B EDR, Inc. RADIUS MAP REPORT

Snee Dairy Property 3735 Brownsville Road Pittsburgh, PA 15227

Inquiry Number: 4865135.2s

February 28, 2017

EDR Summary Radius Map Report



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

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Thank you for your business.Please contact EDR at 1-800-352-0050 with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

3735 BROWNSVILLE ROAD PITTSBURGH, PA 15227

COORDINATES

Latitude (North): 40.3716210 - 40° 22' 17.83" Longitude (West): 79.9749460 - 79° 58' 29.80"

Universal Tranverse Mercator: Zone 17 UTM X (Meters): 587025.2 UTM Y (Meters): 4469298.5

Elevation: 1202 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property: TP

Source: U.S. Geological Survey

Target Property: NE

Source: U.S. Geological Survey

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20150914 Source: USDA

MAPPED SITES SUMMARY

Target Property Address: 3735 BROWNSVILLE ROAD PITTSBURGH, PA 15227

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
A1	POINT VIEW GARAGE 3	3734 BROWNSVILLE R	EDR Hist Auto	Higher	52, 0.010, West
A2	POINT VIEW GARAGE	3730 BROWNSVILLE RD	EDR Hist Auto	Higher	111, 0.021, West
B3	KEZMOHS SUNOCO	3700 BROWNSVILLE RD	UST	Higher	346, 0.066, NNW
B4	CONLEY S SERVICE STA	3700 BROWNSVILLE R	EDR Hist Auto	Higher	346, 0.066, NNW
B5	KEZMOHS SUNOCO	3700 BROWNSVILLE RD	LUST	Higher	346, 0.066, NNW
B6	BRENTWOOD CLEANERS &	3629 BROWNSVILLE R	EDR Hist Cleaner	Higher	454, 0.086, North
B7	STEWART J HOWARD	12 MARYLEA AVE	EDR Hist Auto	Higher	521, 0.099, NW
8	BASEMAN S CLEANERS &	3617 BROWNSVILLE R	EDR Hist Cleaner	Higher	608, 0.115, North
9	SIWIK TECHNO CARE	4015 CLAIRTON BLVD	LUST	Lower	2628, 0.498, WSW

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in **bold italics** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

State and tribal leaking storage tank lists

LUST: A review of the LUST list, as provided by EDR, and dated 12/12/2016 has revealed that there are 2 LUST sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
KEZMOHS SUNOCO Facility Id: 576350	3700 BROWNSVILLE RD	NNW 0 - 1/8 (0.066 mi.)	B5	8
Lower Elevation	Address	Direction / Distance	Map ID	Page
SIWIK TECHNO CARE Facility Id: 578363	4015 CLAIRTON BLVD	WSW 1/4 - 1/2 (0.498 mi.)	9	9

State and tribal registered storage tank lists

UST: A review of the UST list, as provided by EDR, and dated 12/01/2016 has revealed that there is 1 UST site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
KEZMOHS SUNOCO Site ID: 561920 Tank Status: Currently In Use	3700 BROWNSVILLE RD	NNW 0 - 1/8 (0.066 mi.)	В3	8

EXECUTIVE SUMMARY

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR Hist Auto: A review of the EDR Hist Auto list, as provided by EDR, has revealed that there are 4 EDR Hist Auto sites within approximately 0.125 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
POINT VIEW GARAGE 3 Database: EDR Hist Auto, Date of 0	3734 BROWNSVILLE R Government Version: 02/20/2007	W 0 - 1/8 (0.010 mi.)	A1	8
POINT VIEW GARAGE Database: EDR Hist Auto, Date of	3730 BROWNSVILLE RD Government Version: 02/20/2007	W 0 - 1/8 (0.021 mi.)	A2	8
CONLEY S SERVICE STA Database: EDR Hist Auto, Date of	3700 BROWNSVILLE R Government Version: 02/20/2007	NNW 0 - 1/8 (0.066 mi.)	B4	8
STEWART J HOWARD Database: EDR Hist Auto, Date of	12 MARYLEA AVE Government Version: 02/20/2007	NW 0 - 1/8 (0.099 mi.)	B7	9

EDR Hist Cleaner: A review of the EDR Hist Cleaner list, as provided by EDR, has revealed that there are 2 EDR Hist Cleaner sites within approximately 0.125 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BRENTWOOD CLEANERS & Database: EDR Hist Cleaner, Date	3629 BROWNSVILLE R of Government Version: 02/20/2007	N 0 - 1/8 (0.086 mi.)	B6	9
BASEMAN S CLEANERS & Database: EDR Hist Cleaner, Date	3617 BROWNSVILLE R of Government Version: 02/20/2007	N 0 - 1/8 (0.115 mi.)	8	9

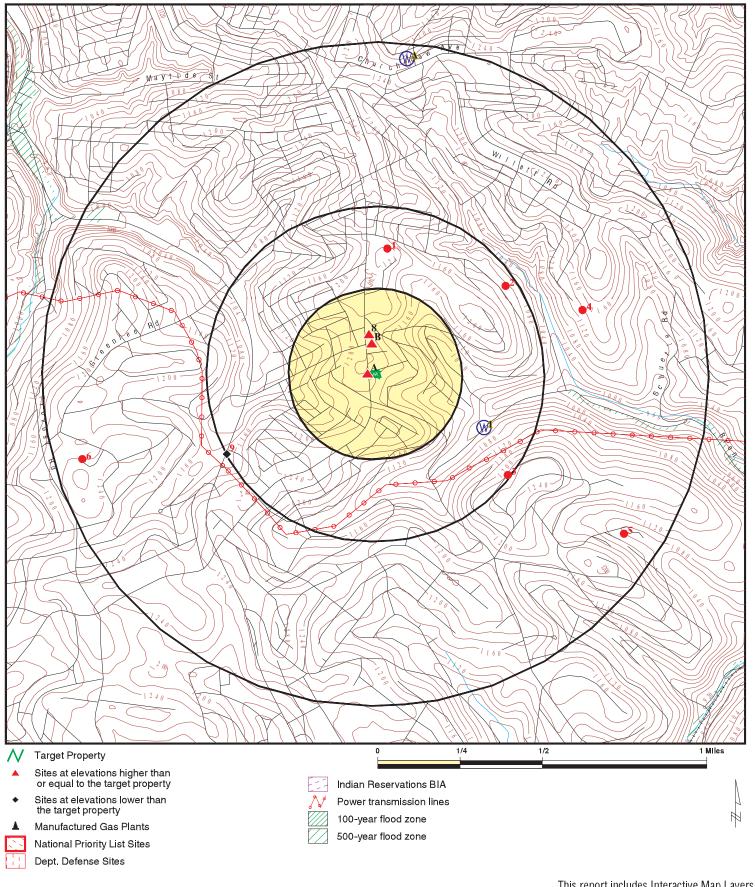
Database(s)	
Zip	
Site Address	
Site Name	
EDR ID	
City	

ORPHAN SUMMARY

Count: 0 records.

NO SITES FOUND

OVERVIEW MAP - 4865135.2S



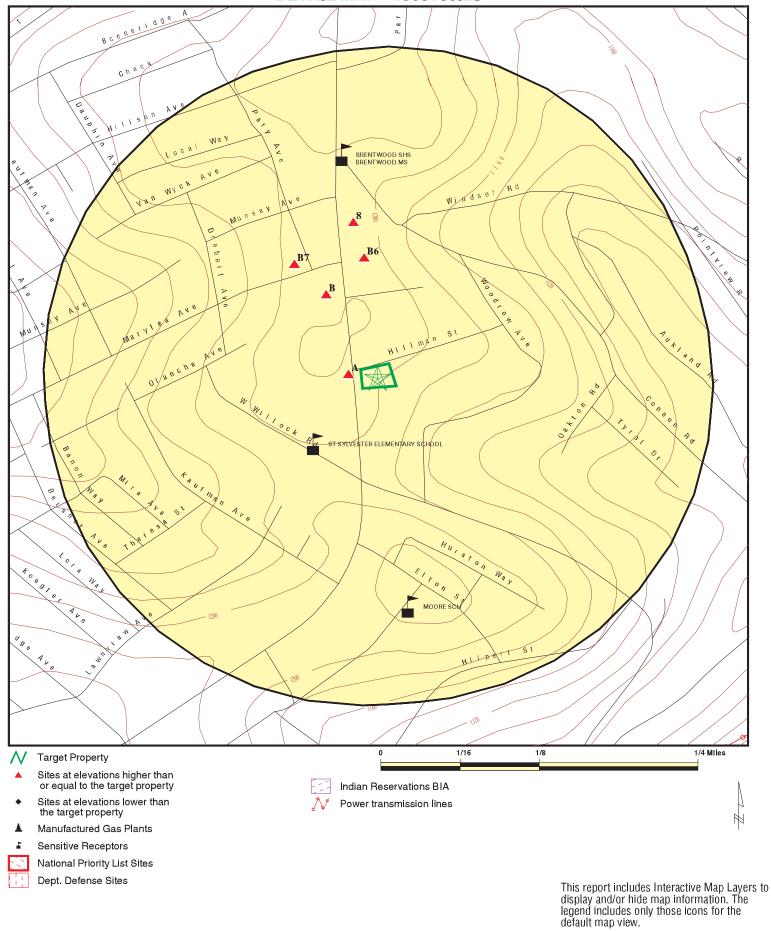
This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

CLIENT: CONTACT: SITE NAME: Snee Dairy Property Skelly and Loy, Inc. ADDRESS: 3735 Brownsville Road Ty Rhoades Pittsburgh PA 15227 40.371621 / 79.974946 INQUIRY#: 4865135.2s LAT/LONG:

February 28, 2017 11:47 am DATE:

Copyright © 2017 EDR, Inc. © 2015 TomTom Rel. 2015.

DETAIL MAP - 4865135.2S



SITE NAME: Snee Dairy Property
ADDRESS: 3735 Brownsville Road
Pittsburgh PA 15227
LAT/LONG: 40.371621 / 79.974946

CLIENT: Skelly and Loy, Inc.
CONTACT: Ty Rhoades
INQUIRY #: 4865135.2s
DATE: February 28, 2017 11:48 am

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	>1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL Proposed NPL NPL LIENS	1.000 1.000 TP		0 0 NR	0 0 NR	0 0 NR	0 0 NR	NR NR NR	0 0 0
Federal Delisted NPL sit	e list							
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
FEDERAL FACILITY SEMS	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
Federal CERCLIS NFRAI	P site list							
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Federal RCRA CORRACTS facilities list								
CORRACTS	1.000		0	0	0	0	NR	0
Federal RCRA non-COR	RACTS TSD fa	acilities list						
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generator	s list							
RCRA-LQG RCRA-SQG RCRA-CESQG	0.250 0.250 0.250		0 0 0	0 0 0	NR NR NR	NR NR NR	NR NR NR	0 0 0
Federal institutional con engineering controls reg								
LUCIS US ENG CONTROLS US INST CONTROL	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
State- and tribal - equiva	lent NPL							
SHWS HSCA	1.000 1.000		0 0	0 0	0 0	0 0	NR NR	0 0
State and tribal landfill a solid waste disposal site								
SWF/LF	0.500		0	0	0	NR	NR	0
State and tribal leaking s	storage tank l	ists						
LAST LUST INDIAN LUST	0.500 0.500 0.500		0 1 0	0 0 0	0 1 0	NR NR NR	NR NR NR	0 2 0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UNREG LTANKS	0.500		0	0	0	NR	NR	0
State and tribal registere	d storage tar	ık lists						
FEMA UST UST AST INDIAN UST	0.250 0.250 0.250 0.250		0 1 0 0	0 0 0 0	NR NR NR NR	NR NR NR NR	NR NR NR NR	0 1 0 0
State and tribal institution control / engineering con		s						
ENG CONTROLS INST CONTROL AUL	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
State and tribal voluntary	cleanup site	es						
VCP INDIAN VCP	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
State and tribal Brownfie	lds sites							
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMEN	TAL RECORDS	<u> </u>						
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / S Waste Disposal Sites	olid							
HIST LF INDIAN ODI ODI DEBRIS REGION 9 IHS OPEN DUMPS	0.500 0.500 0.500 0.500 0.500		0 0 0 0	0 0 0 0	0 0 0 0	NR NR NR NR NR	NR NR NR NR NR	0 0 0 0
Local Lists of Hazardous Contaminated Sites	waste /							
US HIST CDL US CDL	TP TP		NR NR	NR NR	NR NR	NR NR	NR NR	0 0
Local Lists of Registered	Storage Tan	ıks						
ARCHIVE UST ARCHIVE AST	0.250 TP		0 NR	0 NR	NR NR	NR NR	NR NR	0 0
Local Land Records								
LIENS 2 ACT 2-DEED	TP 0.500		NR 0	NR 0	NR 0	NR NR	NR NR	0 0
Records of Emergency R	-	rts						
HMIRS SPILLS	TP TP		NR NR	NR NR	NR NR	NR NR	NR NR	0 0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
Other Ascertainable Records								
RCRA NonGen / NLR FUDS DOD SCRD DRYCLEANERS US FIN ASSUR EPA WATCH LIST 2020 COR ACTION TSCA TRIS SSTS ROD RMP RAATS PRP PADS ICIS FTTS MLTS COAL ASH DOE COAL ASH EPA PCB TRANSFORMER RADINFO HIST FTTS DOT OPS CONSENT INDIAN RESERV FUSRAP UMTRA LEAD SMELTERS US AIRS US MINES FINDS DOCKET HWC	0.250 1.000 1.000 0.500 TP TP 0.250 TP TP TP 1.000 TP		O O O O RR O RR N O RR N RR RR RR R O RR RR O O O O	0 0 0 0 0 RR 0 RR R O R R R R R R R R O R R R R	NOOORRRRR OR RRR NN ON NN NN OOOON NN NN NN NN NN NN NN	NOORRERE ORRERE RERERENOOORRERE NE NOORRE RERERE	\text{R} \te	
UXO AIRS DRYCLEANERS MANIFEST MINES NPDES UIC ECHO FUELS PROGRAM ABANDONED MINES EDR HIGH RISK HISTORICA EDR Exclusive Records	1.000 TP 0.250 0.250 0.250 TP TP TP 0.250 0.500		0 NR 0 0 NR NR NR 0	0 NR 0 0 0 NR NR NR 0 0	0 NR NR NR NR NR NR NR O	O NR NR NR NR NR NR NR NR	NR NR NR NR NR NR NR NR	0 0 0 0 0 0 0 0
EDR MGP	1.000		0	0	0	0	NR	0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted		
EDR Hist Auto EDR Hist Cleaner	0.125 0.125		4 2	NR NR	NR NR	NR NR	NR NR	4 2		
EDR RECOVERED GOVERNMENT ARCHIVES										
Exclusive Recovered	Govt. Archives									
RGA HWS RGA LF RGA LUST	TP TP TP		NR NR NR	NR NR NR	NR NR NR	NR NR NR	NR NR NR	0 0 0		
- Totals		0	8	0	1	0	0	9		

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID MAP FINDINGS

Direction Distance

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

A1 POINT VIEW GARAGE 3730 EDR Hist Auto
West 3734 BROWNSVILLE ROAD

< 1/8 PITTSBURGH, PA 0.010 mi.

0.010 m 52 ft.

Click here for full text details

Relative: Higher

A2 POINT VIEW GARAGE EDR Hist Auto 1009061183
West 3730 BROWNSVILLE RD N/A

West 3730 BROWNSVILLE RD < 1/8 PITTSBURGH, PA 15227

0.021 mi. 111 ft.

Click here for full text details

Relative: Higher

 B3
 KEZMOHS SUNOCO
 UST
 U001093007

 NNW
 3700 BROWNSVILLE RD
 N/A

NNW 3700 BROWNSVILLE RD < 1/8 PITTSBURGH, PA 15227

0.066 mi. 346 ft.

Click here for full text details

Relative: Higher

UST

Site ID: 561920

Tank Status: Currently In Use

B4 CONLEY S SERVICE STATION EDR Hist Auto 1009062198

NNW 3700 BROWNSVILLE ROAD < 1/8 PITTSBURGH, PA

< 1/8 P 0.066 mi.

346 ft.

Click here for full text details

Relative: Higher

B5 KEZMOHS SUNOCO LUST S115854688 NNW 3700 BROWNSVILLE RD N/A

NNW 3700 BROWNSVILLE RD < 1/8 PITTSBURGH, PA 15227 0.066 mi.

346 ft.

Click here for full text details

Relative: Higher

LUST

Facility Id: 576350

1009060569

N/A

N/A

Map ID MAP FINDINGS

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

B6 BRENTWOOD CLEANERS & DYERS EDR Hist Cleaner 1009173499 3629 BROWNSVILLE ROAD N/A

North < 1/8 PITTSBURGH, PA

0.086 mi. 454 ft.

Click here for full text details

Relative: Higher

B7 STEWART J HOWARD EDR Hist Auto 1009061692

NW 12 MARYLEA AVE N/A

< 1/8 0.099 mi.

521 ft. Click here for full text details

PITTSBURGH, PA

Relative:

Higher

EDR Hist Cleaner 1009173191 8 **BASEMAN S CLEANERS & TAILORS** N/A

North 3617 BROWNSVILLE ROAD

< 1/8 PITTSBURGH, PA

0.115 mi. 608 ft.

Click here for full text details

Relative: Higher

LUST S105145682 9 **SIWIK TECHNO CARE** wsw **4015 CLAIRTON BLVD** N/A PITTSBURGH, PA 15227

1/4-1/2 0.498 mi. 2628 ft.

Click here for full text details

Relative: Lower

LUST

Facility Id: 578363

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
PA	ACT 2-DEED	Act 2-Deed Acknowledgment Sites	Department of Environmental Protection	04/23/2010	04/28/2010	04/30/2010
PA	AIRS	Permit and Emissions Inventory Data	Department of Environmental Protection	12/31/2014	02/11/2016	04/11/2016
PA	ARCHIVE AST	Archived Aboveground Storage Tank Sites	Department of Environmental Protection	12/01/2016	12/15/2016	01/24/2017
PA	ARCHIVE UST	Archived Underground Storage Tank Sites	Department of Environmental Protection	12/01/2016	12/15/2016	01/24/2017
PA	AST	Listing of Pennsylvania Regulated Aboveground Storage Tanks	Department of Environmental Protection	12/01/2016	12/15/2016	01/23/2017
PA	AUL	Environmental Covenants Listing	Department of Environmental Protection	10/18/2016	10/19/2016	11/22/2016
PA	BROWNFIELDS	Brownfields Sites	Department of Environmental Protection	10/18/2016	10/20/2016	11/22/2016
PA	DRYCLEANERS	Drycleaner Facility Locations	Department of Environmental Protection	11/23/2016	11/23/2016	01/26/2017
PA	ENG CONTROLS	Engineering Controls Site Listing	Department of Environmental Protection	05/15/2008	05/16/2008	06/12/2008
PA	HIST LF ALI	Abandoned Landfill Inventory	Department of Environmental Protection	01/04/2005	01/04/2005	02/04/2005
PA	HIST LF INACTIVE	Inactive Facilities List	Department of Environmental Protection	12/20/1994	07/12/2005	08/11/2005
PA	HIST LF INVENTORY	Facility Inventory	Department of Environmental Protection	06/02/1999	07/12/2005	08/11/2005
PA	HSCA	HSCA Remedial Sites Listing	Department of Environmental Protection	12/31/2015	10/25/2016	11/22/2016
PA	INST CONTROL	Institutional Controls Site Listing	Department of Environmental Protection	05/15/2008	05/16/2008	06/12/2008
PA	LAST	Storage Tank Release Sites	Department of Environmental Protection	12/12/2016	12/15/2016	01/24/2017
PA	LUST	Storage Tank Release Sites	Department of Environmental Protection	12/12/2016	12/15/2016	01/24/2017
PA	MINES	Abandoned Mine Land Inventory	PASDA	10/03/2016	10/27/2016	11/22/2016
PA	NPDES	NPDES Permit Listing	Department of Environmental Protection	12/05/2016	12/08/2016	01/24/2017
PA	PA MANIFEST	Manifest Information	Department of Environmental Protection	12/31/2015	07/22/2016	11/22/2016
PA	RGA HWS	Recovered Government Archive State Hazardous Waste Facilitie	Department Environmental Protection	12/01/2010	07/01/2013	12/30/2013
PA	RGA LF	Recovered Government Archive Solid Waste Facilities List	Department Environmental Protection		07/01/2013	01/10/2014
PA	RGA LUST	Recovered Government Archive Leaking Underground Storage Tan	Department Environmental Protection		07/01/2013	12/30/2013
PA	SHWS	Hazardous Sites Cleanup Act Site List	Department Environmental Protection	10/18/2016	10/20/2016	11/22/2016
PA	SPILLS	State spills	DEP, Emergency Response	10/11/2016	11/04/2016	11/22/2016
PA	SWF/LF	Operating Facilities	Department of Environmental Protection	11/21/2016	11/23/2016	01/24/2017
PA	UIC	Underground Injection Wells	Department of Environmental Protection	12/20/2016	12/21/2016	01/24/2017
PA	UNREG LTANKS	Unregulated Tank Cases	Department of Environmental Protection	04/12/2002	08/14/2003	08/29/2003
PA	UST	Listing of Pennsylvania Regulated Underground Storage Tanks	Department of Environmental Protection	12/01/2016	12/15/2016	01/23/2017
PA	VCP	Voluntary Cleanup Program Sites	Department of Environmental Protection	10/12/2016	10/13/2016	11/22/2016
US	2020 COR ACTION	2020 Corrective Action Program List	Environmental Protection Agency	04/22/2013	03/03/2015	03/09/2015
US	ABANDONED MINES	Abandoned Mines	Department of Interior	06/09/2016	06/13/2016	09/02/2016
US	BRS	Biennial Reporting System	EPA/NTIS	12/31/2013	02/24/2015	09/30/2015
US	COAL ASH DOE	Steam-Electric Plant Operation Data	Department of Energy	12/31/2015	08/07/2009	10/22/2009
US	COAL ASH EPA	Coal Combustion Residues Surface Impoundments List	Environmental Protection Agency	07/01/2014	09/10/2014	10/20/2014
US	CONSENT	Superfund (CERCLA) Consent Decrees	Department of Justice, Consent Decree Library	09/30/2016	11/18/2016	02/03/2017
US	CORRACTS		EPA	12/12/2016	12/28/2016	02/03/2017
US	DEBRIS REGION 9	Corrective Action Report				
US	DOCKET HWC	Torres Martinez Reservation Illegal Dump Site Locations	EPA, Region 9 Environmental Protection Agency	01/12/2009	05/07/2009 06/03/2016	09/21/2009
	DOD	Hazardous Waste Compliance Docket Listing	- · · · · · · · · · · · · · · · · · · ·	06/02/2016		09/02/2016
US	DOT OPS	Department of Defense Sites	USGS Department of Transporation, Office of Pipeli	12/31/2005	11/10/2006	01/11/2007
US		Incident and Accident Data	EPA	07/31/2012	08/07/2012	09/18/2012
US	Delisted NPL	National Priority List Deletions		12/05/2016	01/05/2017	02/03/2017
US	ECHO	Enforcement & Compliance History Information	Environmental Protection Agency	12/11/2016	12/20/2016	02/17/2017
US	EDR Hist Auto	EDR Exclusive Historic Gas Stations	EDR, Inc.			
US	EDR Hist Cleaner	EDR Exclusive Historic Dry Cleaners	EDR, Inc.			
US	EDR MGP	EDR Proprietary Manufactured Gas Plants	EDR, Inc.	00/00/0040	00/04/0044	00/47/0044
US	EPA WATCH LIST	EPA WATCH LIST	Environmental Protection Agency	08/30/2013	03/21/2014	06/17/2014
US	ERNS	Emergency Response Notification System	National Response Center, United States Coast	09/26/2016	09/29/2016	11/11/2016

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	FEDERAL FACILITY	Federal Facility Site Information listing	Environmental Protection Agency	09/14/2016	10/04/2016	10/21/2016
US	FEDLAND	Federal and Indian Lands	U.S. Geological Survey	12/31/2005	02/06/2006	01/11/2007
US	FEMA UST	Underground Storage Tank Listing	FEMA	01/01/2010	02/16/2010	04/12/2010
US	FINDS	Facility Index System/Facility Registry System	EPA	07/15/2016	09/07/2016	11/11/2016
US	FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA/Office of Prevention, Pesticides and Toxi	04/09/2009	04/16/2009	05/11/2009
US	FTTS INSP	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA	04/09/2009	04/16/2009	05/11/2009
US	FUDS	Formerly Used Defense Sites	U.S. Army Corps of Engineers	01/31/2015	07/08/2015	10/13/2015
US	FUELS PROGRAM	EPA Fuels Program Registered Listing	EPA	11/21/2016	11/22/2016	02/03/2017
US	FUSRAP	Formerly Utilized Sites Remedial Action Program	Department of Energy	12/23/2016	12/27/2016	02/17/2017
US	HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HIST FTTS INSP	FIFRA/TSCA Tracking System Inspection & Enforcement Case Lis	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HMIRS	Hazardous Materials Information Reporting System	U.S. Department of Transportation	12/28/2016	12/28/2016	02/03/2017
US	ICIS	Integrated Compliance Information System	Environmental Protection Agency	11/18/2016	11/23/2016	02/10/2017
US	IHS OPEN DUMPS	Open Dumps on Indian Land	Department of Health & Human Serivces, Indian	04/01/2014	08/06/2014	01/29/2015
US	INDIAN LUST R1	Leaking Underground Storage Tanks on Indian Land	EPA Region 1	10/27/2015	10/29/2015	01/04/2016
US	INDIAN LUST R10	Leaking Underground Storage Tanks on Indian Land	EPA Region 10	01/07/2016	01/08/2016	02/18/2016
US	INDIAN LUST R4	Leaking Underground Storage Tanks on Indian Land	EPA Region 4	02/05/2016	04/29/2016	06/03/2016
US	INDIAN LUST R5	Leaking Underground Storage Tanks on Indian Land	EPA, Region 5	02/17/2016	04/27/2016	06/03/2016
US	INDIAN LUST R6	Leaking Underground Storage Tanks on Indian Land	EPA Region 6	12/11/2015	02/19/2016	06/03/2016
US	INDIAN LUST R7	Leaking Underground Storage Tanks on Indian Land	EPA Region 7	10/09/2015	02/12/2016	06/03/2016
US	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	EPA Region 8	10/13/2015	10/23/2015	02/18/2016
US	INDIAN LUST R9	Leaking Underground Storage Tanks on Indian Land	Environmental Protection Agency	02/25/2016	04/27/2016	06/03/2016
US	INDIAN ODI	Report on the Status of Open Dumps on Indian Lands	Environmental Protection Agency	12/31/1998	12/03/2007	01/24/2008
US	INDIAN RESERV	Indian Reservations	USGS	12/31/2014	07/14/2015	01/10/2017
US	INDIAN UST R1	Underground Storage Tanks on Indian Land	EPA, Region 1	10/20/2015	10/29/2015	01/04/2016
US	INDIAN UST R10	Underground Storage Tanks on Indian Land	EPA Region 10	01/07/2016	01/08/2016	02/18/2016
US	INDIAN UST R4	Underground Storage Tanks on Indian Land	EPA Region 4	02/05/2016	04/29/2016	06/03/2016
US	INDIAN UST R5	Underground Storage Tanks on Indian Land	EPA Region 5	11/05/2015	11/13/2015	01/04/2016
US	INDIAN UST R6	Underground Storage Tanks on Indian Land	EPA Region 6	12/03/2015	02/04/2016	06/03/2016
US	INDIAN UST R7	Underground Storage Tanks on Indian Land	EPA Region 7	09/23/2014	11/25/2014	01/29/2015
US	INDIAN UST R8	Underground Storage Tanks on Indian Land	EPA Region 8	01/26/2016	02/05/2016	06/03/2016
US	INDIAN UST R9	Underground Storage Tanks on Indian Land	EPA Region 9	02/25/2016	04/27/2016	06/03/2016
US	INDIAN VCP R1	Voluntary Cleanup Priority Listing	EPA, Region 1	07/27/2015	09/29/2015	02/18/2016
US	INDIAN VCP R7	Voluntary Cleanup Priority Lisitng	EPA, Region 7	03/20/2008	04/22/2008	05/19/2008
US	LEAD SMELTER 1	Lead Smelter Sites	Environmental Protection Agency	12/05/2016	01/05/2017	02/10/2017
US	LEAD SMELTER 2	Lead Smelter Sites	American Journal of Public Health	04/05/2001	10/27/2010	12/02/2010
US	LIENS 2	CERCLA Lien Information	Environmental Protection Agency	02/18/2014	03/18/2014	04/24/2014
US	LUCIS	Land Use Control Information System	Department of the Navy	05/28/2015	05/29/2015	06/11/2015
US	MLTS	Material Licensing Tracking System	Nuclear Regulatory Commission	08/30/2016	09/08/2016	10/21/2016
US	NPL	National Priority List	EPA	12/05/2016	01/05/2017	02/03/2017
US	NPL LIENS	Federal Superfund Liens	EPA	10/15/1991	02/02/1994	03/30/1994
US	ODI	Open Dump Inventory	Environmental Protection Agency	06/30/1985	08/09/2004	09/17/2004
US	PADS	PCB Activity Database System	EPA	01/20/2016	04/28/2016	09/02/2016
US	PCB TRANSFORMER	PCB Transformer Registration Database	Environmental Protection Agency	02/01/2011	10/19/2011	01/10/2012
US	PRP	Potentially Responsible Parties	EPA	10/25/2013	10/17/2014	10/20/2014
US	Proposed NPL	Proposed National Priority List Sites	EPA	12/05/2016	01/05/2017	02/03/2017
US	RAATS	RCRA Administrative Action Tracking System	EPA	04/17/1995	07/03/1995	08/07/1995

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	RADINFO	Radiation Information Database	Environmental Protection Agency	01/04/2017	01/06/2017	02/10/2017
US	RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated	Environmental Protection Agency	12/12/2016	12/28/2016	02/10/2017
US	RCRA-CESQG	RCRA - Conditionally Exempt Small Quantity Generators	Environmental Protection Agency	12/12/2016	12/28/2016	02/10/2017
US	RCRA-LQG	RCRA - Large Quantity Generators	Environmental Protection Agency	12/12/2016	12/28/2016	02/10/2017
US	RCRA-SQG	RCRA - Small Quantity Generators	Environmental Protection Agency	12/12/2016	12/28/2016	02/10/2017
US	RCRA-TSDF	RCRA - Treatment, Storage and Disposal	Environmental Protection Agency	12/12/2016	12/28/2016	02/10/2017
US	RMP	Risk Management Plans	Environmental Protection Agency	08/01/2016	08/22/2016	11/11/2016
US	ROD	Records Of Decision	EPA	11/25/2013	12/12/2013	02/24/2014
US	SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing	Environmental Protection Agency	03/07/2011	03/09/2011	05/02/2011
US	SEMS	Superfund Enterprise Management System	EPA	10/10/2016	10/20/2016	01/06/2017
US	SEMS-ARCHIVE	Superfund Enterprise Management System Archive	EPA	10/10/2016	10/20/2016	01/06/2017
US	SSTS	Section 7 Tracking Systems	EPA	12/31/2009	12/10/2010	02/25/2011
US	TRIS	Toxic Chemical Release Inventory System	EPA	12/31/2014	11/24/2015	04/05/2016
US	TSCA	Toxic Substances Control Act	EPA	12/31/2012	01/15/2015	01/29/2015
US	UMTRA	Uranium Mill Tailings Sites	Department of Energy	09/14/2010	10/07/2011	03/01/2012
US	US AIRS (AFS)	Aerometric Information Retrieval System Facility Subsystem (EPA	10/12/2016	10/26/2016	02/03/2017
US	US AIRS MINOR	Air Facility System Data	EPA	10/12/2016	10/26/2016	02/03/2017
US	US BROWNFIELDS	A Listing of Brownfields Sites	Environmental Protection Agency	12/19/2016	12/20/2016	02/10/2017
US	US CDL	Clandestine Drug Labs	Drug Enforcement Administration	09/30/2016	12/05/2016	02/10/2017
US	US ENG CONTROLS	Engineering Controls Sites List	Environmental Protection Agency	11/15/2016	11/29/2016	02/03/2017
US	US FIN ASSUR	Financial Assurance Information	Environmental Protection Agency	10/11/2016	11/16/2016	02/03/2017
US	US HIST CDL	National Clandestine Laboratory Register	Drug Enforcement Administration	09/30/2016	01/05/2017	02/10/2017
US	US INST CONTROL	Sites with Institutional Controls	Environmental Protection Agency	11/15/2016	11/29/2016	02/03/2017
US	US MINES	Mines Master Index File	Department of Labor, Mine Safety and Health A	08/05/2016	09/01/2016	09/23/2016
US	US MINES 2	Ferrous and Nonferrous Metal Mines Database Listing	USGS	12/05/2005	02/29/2008	04/18/2008
US	US MINES 3	Active Mines & Mineral Plants Database Listing	USGS	04/14/2011	06/08/2011	09/13/2011
US	UXO	Unexploded Ordnance Sites	Department of Defense	10/25/2015	01/29/2016	04/05/2016
СТ	CT MANIFEST	Hazardous Waste Manifest Data	Department of Energy & Environmental Protecti	07/30/2013	08/19/2013	10/03/2013
NJ	NJ MANIFEST	Manifest Information	Department of Environmental Protection	12/31/2015	09/29/2016	01/03/2017
NY	NY MANIFEST	Facility and Manifest Data	Department of Environmental Conservation	01/30/2017	02/01/2017	02/13/2017
RI	RI MANIFEST	Manifest information	Department of Environmental Management	12/31/2013	06/19/2015	07/15/2015
VT	VT MANIFEST	Hazardous Waste Manifest Data	Department of Environmental Conservation	11/07/2016	11/18/2016	01/06/2017
WI	WI MANIFEST	Manifest Information	Department of Natural Resources	12/31/2015	04/14/2016	06/03/2016
			•	-	_	

Oil/Gas Pipelines

Source: PennWell Corporation

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Electric Power Transmission Line Data Source: PennWell Corporation

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St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US US US US PA	AHA Hospitals Medical Centers Nursing Homes Public Schools Private Schools Daycare Centers	Sensitive Receptor: AHA Hospitals Sensitive Receptor: Medical Centers Sensitive Receptor: Nursing Homes Sensitive Receptor: Public Schools Sensitive Receptor: Private Schools Sensitive Receptor: Child Care Facility List	American Hospital Association, Inc. Centers for Medicare & Medicaid Services National Institutes of Health National Center for Education Statistics National Center for Education Statistics Department of Public Welfare			
US US PA US	Flood Zones NWI State Wetlands Topographic Map	100-year and 500-year flood zones National Wetlands Inventory Wetlands Inventory	Emergency Management Agency (FEMA) U.S. Fish and Wildlife Service Pennsylvania Spatial Data Access U.S. Geological Survey			

STREET AND ADDRESS INFORMATION

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GEOCHECK®-PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

SNEE DAIRY PROPERTY 3735 BROWNSVILLE ROAD PITTSBURGH, PA 15227

TARGET PROPERTY COORDINATES

Latitude (North): 40.371621 - 40° 22' 17.84" Longitude (West): 79.974946 - 79° 58' 29.81"

Universal Tranverse Mercator: Zone 17 UTM X (Meters): 587025.2 UTM Y (Meters): 4469298.5

Elevation: 1202 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map: 5950741 GLASSPORT, PA

Version Date: 2013

Northeast Map: 5950767 PITTSBURGH EAST, PA

Version Date: 2013

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

- 1. Groundwater flow direction, and
- 2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

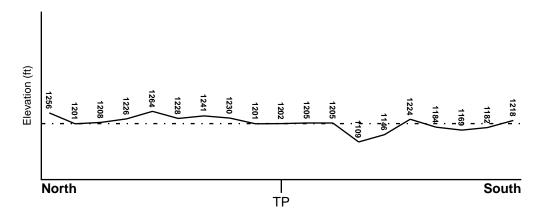
TOPOGRAPHIC INFORMATION

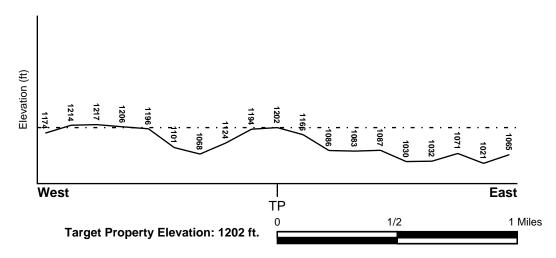
Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General ESE

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES





Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Flood Plain Panel at Target Property FEMA Source Type

42003C0476H FEMA FIRM Flood data

Additional Panels in search area: FEMA Source Type

42003C0363HFEMA FIRM Flood data42003C0364HFEMA FIRM Flood data42003C0477HFEMA FIRM Flood data

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property Data Coverage

GLASSPORT YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

LOCATION GENERAL DIRECTION
MAP ID FROM TP GROUNDWATER FLOW
Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

GEOLOGIC AGE IDENTIFICATION

Era: Paleozoic Category: Stratifed Sequence

System: Pennsylvanian Series: Virgilian Series

Code: PP4 (decoded above as Era, System & Series)

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name: URBAN LAND

Soil Surface Texture: variable

Hydrologic Group: Not reported

Soil Drainage Class: Not reported

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 10 inches

Depth to Bedrock Max: > 10 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
	Boundary Classification						
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	Permeability Rate (in/hr)	Soil Reaction (pH)
1	0 inches	6 inches	variable	Not reported	Not reported	Max: 0.00 Min: 0.00	Max: 0.00 Min: 0.00

OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

Soil Surface Textures: silt loam

very stony - silt loam

Surficial Soil Types: silt loam

very stony - silt loam

Shallow Soil Types: silty clay loam

silty clay

channery - loam

silt loam

Deeper Soil Types: weathered bedrock

silt loam

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

DATABASE SEARCH DISTANCE (miles)

Federal USGS 1.000

Federal FRDS PWS Nearest PWS within 1 mile

State Database 1.000

FEDERAL USGS WELL INFORMATION

LOCATION MAP ID WELL ID FROM TP

No Wells Found

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

MAP ID WELL ID LOCATION FROM TP

No PWS System Found

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

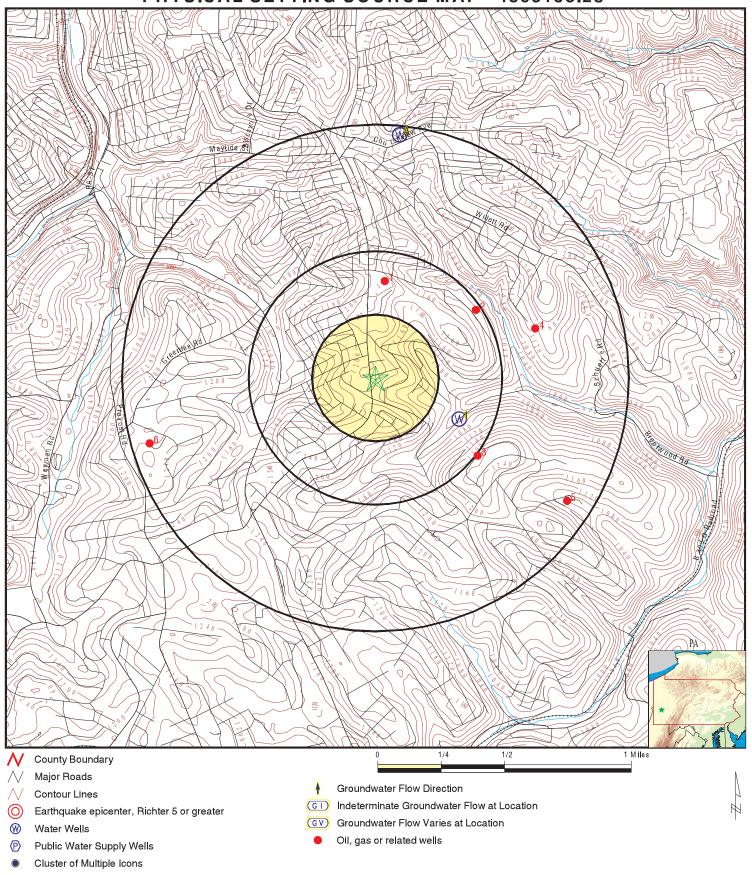
MAP ID	WELL ID	LOCATION FROM TP
1	SPAW0102485	1/4 - 1/2 Mile ESE
A2	PASI50000398425	1/2 - 1 Mile North
A3	PASI50000411272	1/2 - 1 Mile North
A4	PASI50000411271	1/2 - 1 Mile North
A5	PASI50000411300	1/2 - 1 Mile North
A6	PASI50000411299	1/2 - 1 Mile North
A7	PASI50000396114	1/2 - 1 Mile North
A8	PASI50000385574	1/2 - 1 Mile North
A9	PASI50000385573	1/2 - 1 Mile North
A10	PASI50000385575	1/2 - 1 Mile North
A11	PASI50000395581	1/2 - 1 Mile North
A12	PASI50000395583	1/2 - 1 Mile North
A13	PASI50000395582	1/2 - 1 Mile North

OTHER STATE DATABASE INFORMATION

STATE OIL/GAS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
1	PAOG60000007826	1/4 - 1/2 Mile North
2	PAOG60000027844	1/4 - 1/2 Mile NE
3	PAOG60000052233	1/2 - 1 Mile SE
4	PAOG60000113116	1/2 - 1 Mile ENE
5	PAOG60000103119	1/2 - 1 Mile ESE
6	PAOG60000105790	1/2 - 1 Mile WSW

PHYSICAL SETTING SOURCE MAP - 4865135.2s



SITE NAME: Snee Dairy Property ADDRESS: 3735 Brownsville Road CLIENT: CONTACT: Skelly and Loy, Inc. Ty Rhoades INQUIRY#: 4865135.2s

Pittsburgh PA 15227 40.371621 / 79.974946 LAT/LONG: DATE:

February 28, 2017 11:49 am

GEOCHECK®-PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction			
Distance Elevation		Database	EDR ID Number
1 North 1/4 - 1/2 Mile	Click here for full text details	OIL_GAS	PAOG60000007826
2 NE 1/4 - 1/2 Mile	Click here for full text details	OIL_GAS	PAOG60000027844
3 SE 1/2 - 1 Mile	Click here for full text details	OIL_GAS	PAOG60000052233
4 ENE 1/2 - 1 Mile	Click here for full text details	OIL_GAS	PAOG60000113116
5 ESE 1/2 - 1 Mile	Click here for full text details	OIL_GAS	PAOG60000103119
6 WSW 1/2 - 1 Mile	Click here for full text details	OIL_GAS	PAOG60000105790
1 ESE 1/4 - 1/2 Mile Lower	Click here for full text details	PA WELLS	SPAW0102485
A2 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000398425
A3 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000411272
A4 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000411271 Page: 1

GEOCHECK®-PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction Distance Elevation		Database	EDR ID Number
A5 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000411300
A6 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000411299
A7 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000396114
A8 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000385574
A9 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000385573
A10 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000385575
A11 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000395581
A12 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000395583
A13 North 1/2 - 1 Mile Higher	Click here for full text details	PA WELLS	PASI50000395582

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

AREA RADON INFORMATION

State Database: PA Radon

Radon Test Results

Zipcode	Num Tests	Min pCi/L	Max pCi/L	Avg pCi/L
				
15227	1551	0.1	51.3	3.6

EPA Region 3 Statistical Summary Readings for Zip Code: 15227

Number of sites tested: 460.

Maximum Radon Level: 104.7 pCi/L. Minimum Radon Level: 0.9 pCi/L.

pCi/L	pCi/L	pCi/L	pCi/L	pCi/L	pCi/L
<u><4</u>	4-10	10-20	20-50	50-100	>100
332 (72.17%)	90 (19.57%)	31 (6.74%)	3 (0.65%)	3 (0.65%)	1 (0.22%)

Federal EPA Radon Zone for ALLEGHENY County: 1

Note: Zone 1 indoor average level > 4 pCi/L.

: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.

: Zone 3 indoor average level < 2 pCi/L.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory Source: Pennsylvania Spatial Data Access

Telephone: 610-344-6105

HYDROGEOLOGIC INFORMATION

AQUIFLOW^R Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Pennsylvania Public Water Supply Wells

Source: Pennsylvania Department of Environmental Resources Bureau of Water Supply

Telephone: 717-787-5017

Pennsylvania Groundwater Information System

Source: Department of Conservation and Natural Resources

Telephone: 717-702-2045

OTHER STATE DATABASE INFORMATION

Pennsylvania Oil and Gas Locations

Source: Pennsylvania Department of Environmental Protection

Telephone: 814-863-0104

An Oil and Gas Location is a DEP primary facility type related to the Oil & Gas Program. The sub-facility types related to Oil and Gas that are included in this layer are:Land Application -- An area where drilling cuttings or waste are disposed by land application; Well-- A well associated with oil and/or gas production; Pit -- An approved pit that is used for storage of oil and gas well fluids. Some sub facility types are not included in this layer due to security policies.

RADON

State Database: PA Radon

Source: Department of Environmental Protection

Telephone: 717-783-3594

Radon Test Results Statistics by Zip Code

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency

(USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at

private sources such as universities and research institutions.

EPA Radon Zones Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor

radon levels.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

EPA Region 3 Statistical Summary Readings

Source: Region 3 EPA Telephone: 215-814-2082

Radon readings for Delaware, D.C., Maryland, Pennsylvania, Virginia and West Virginia.

OTHER

Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared

in 1975 by the United State Geological Survey

STREET AND ADDRESS INFORMATION

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APPENDIX C

AERIAL PHOTOGRAPHS AND HISTORICAL TOPOGRAPHIC MAPS

Snee Dairy Property 3735 Brownsville Road Pittsburgh, PA 15227

Inquiry Number: 4865135.5

February 28, 2017

The EDR Aerial Photo Decade Package



EDR Aerial Photo Decade Package

02/28/17

Site Name: Client Name:

Snee Dairy Property
3735 Brownsville Road
449 Eisenhower Blvd
Pittsburgh, PA 15227
Harrisburg, PA 17111
EDR Inquiry # 4865135.5
Contact: Ty Rhoades



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

<u>Year</u>	<u>Scale</u>	<u>Details</u>	Source
2010	1"=500'	Flight Year: 2010	USDA/NAIP
2008	1"=500'	Flight Year: 2008	USDA/NAIP
2006	1"=500'	Flight Year: 2006	USDA/NAIP
2005	1"=500'	Flight Year: 2005	USDA/NAIP
1995	1"=500'	Acquisition Date: March 14, 1995	USGS/DOQQ
1988	1"=500'	Flight Date: June 18, 1988	USGS
1983	1"=500'	Flight Date: March 13, 1983	USGS
1973	1"=500'	Flight Date: March 27, 1973	USDA
1969	1"=500'	Flight Date: March 04, 1969	USGS
1967	1"=500'	Flight Date: May 26, 1967	USDA
1957	1"=500'	Flight Date: May 31, 1957	USDA
1949	1"=500'	Flight Date: October 23, 1949	USDA
1938	1"=500'	Flight Date: October 25, 1938	USDA

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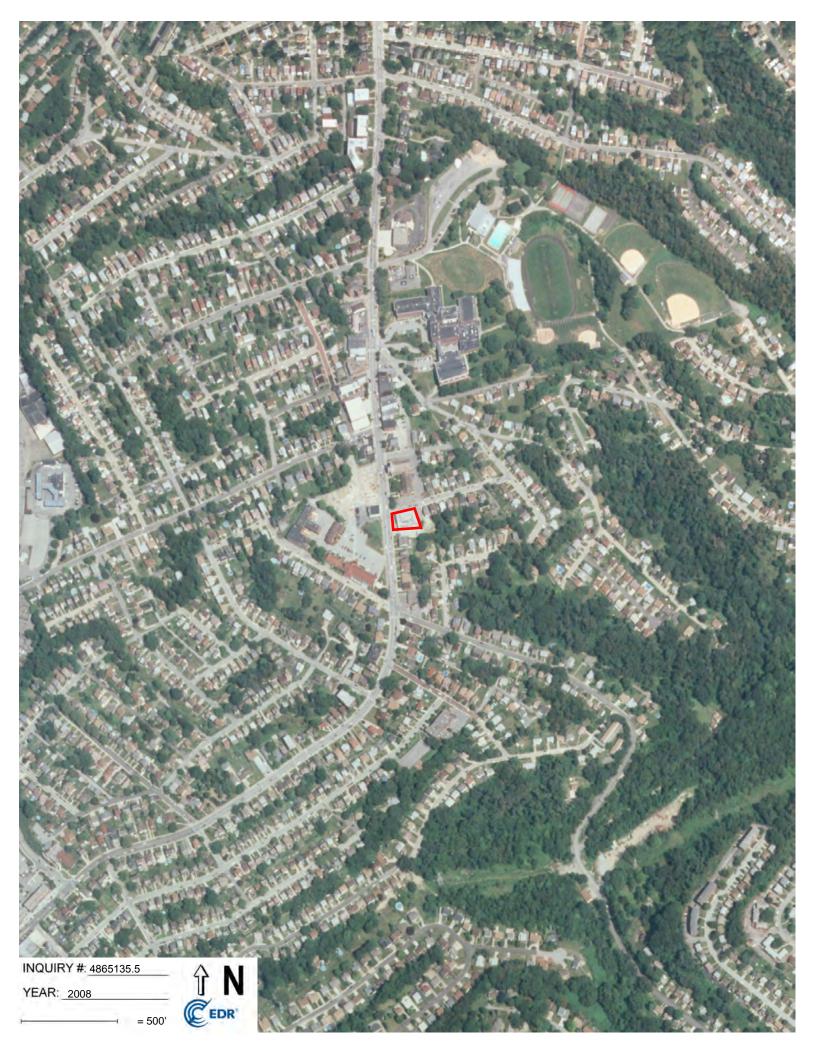
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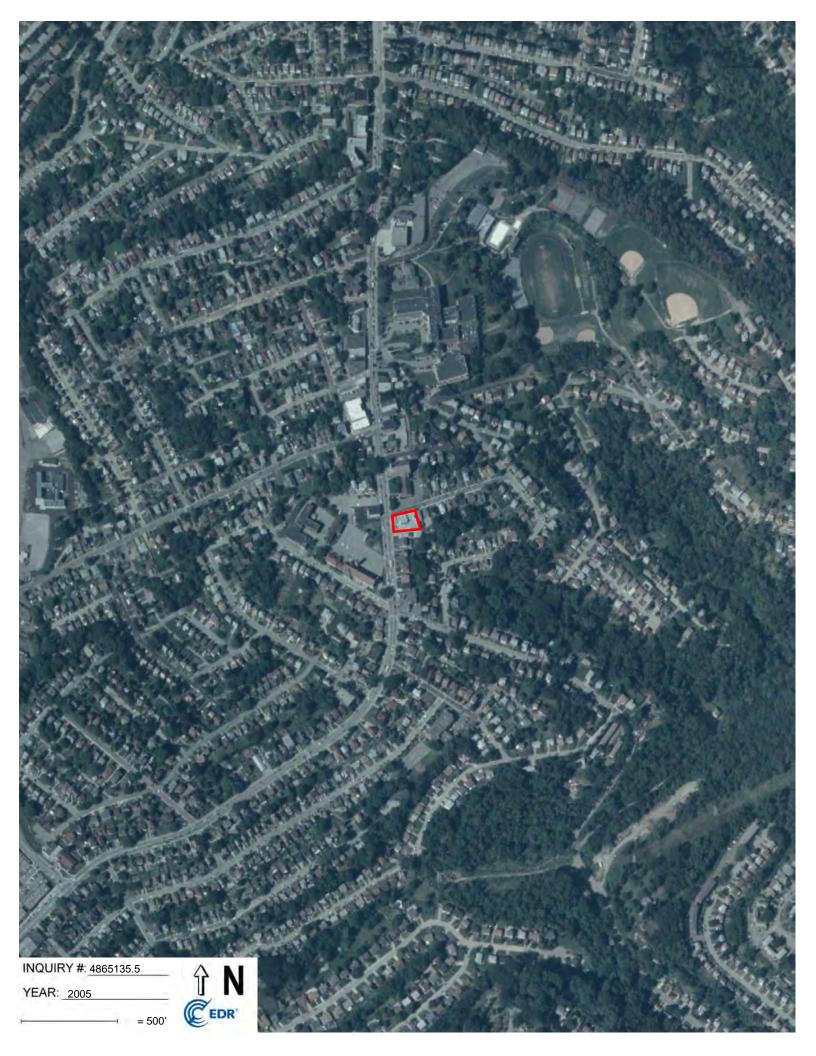
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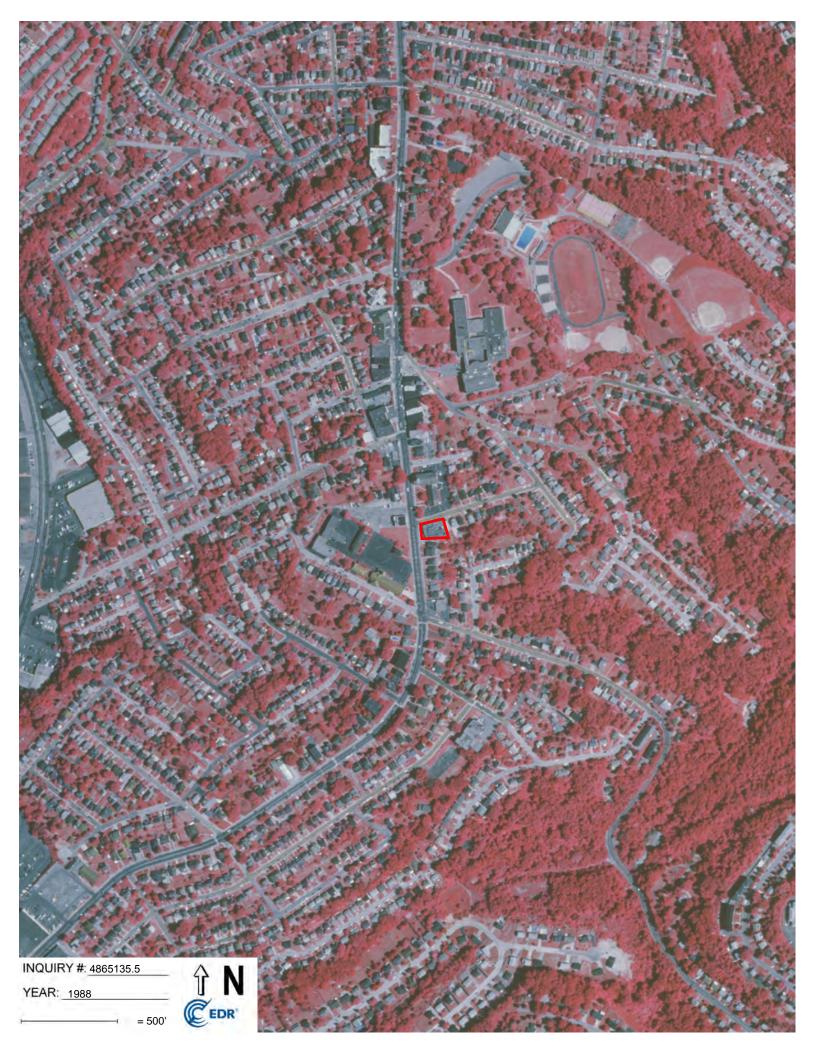












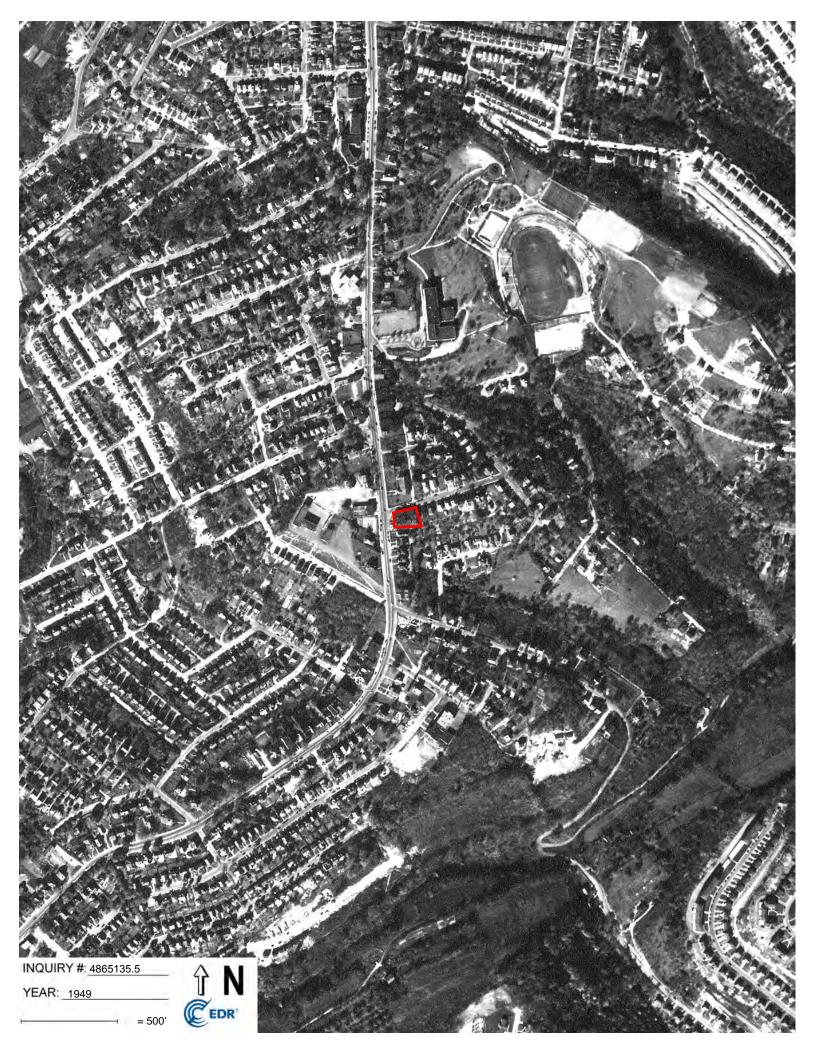


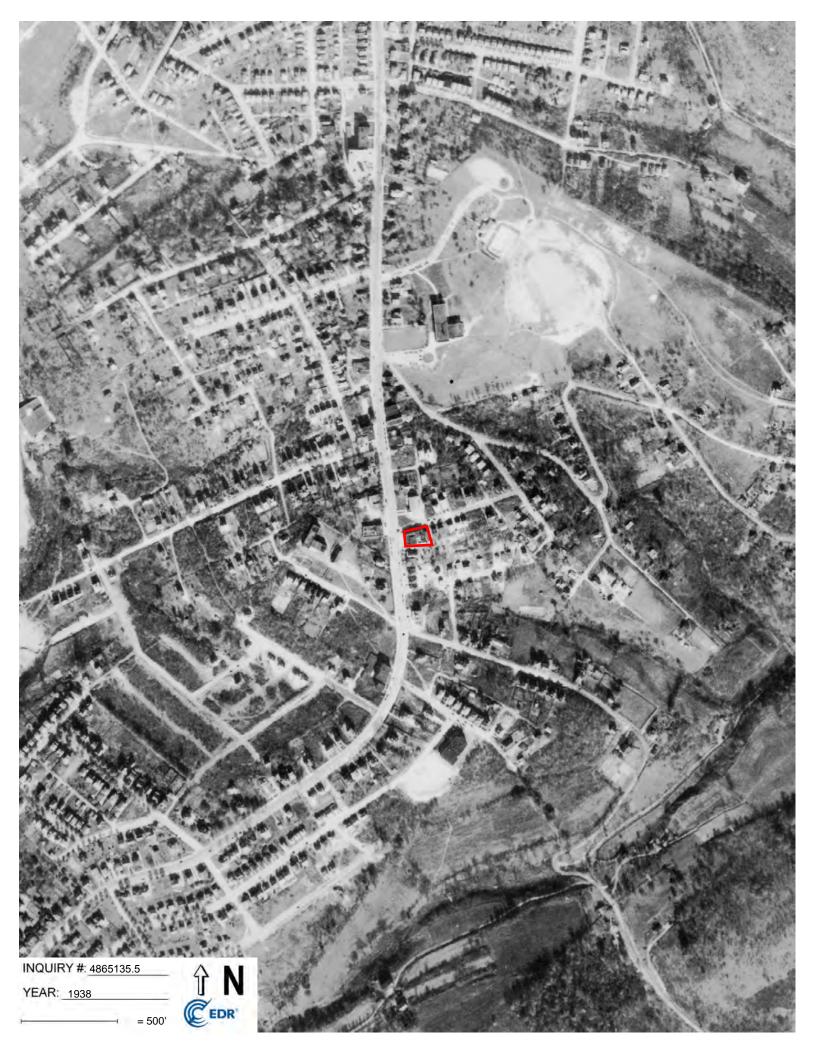












APPENDIX D SANBORN FIRE INSURANCE MAPS

Snee Dairy Property 3735 Brownsville Road Pittsburgh, PA 15227

Inquiry Number: 4865135.3

February 28, 2017

Certified Sanborn® Map Report



Certified Sanborn® Map Report

02/28/17

Site Name: Client Name:

Snee Dairy Property Skelly and Loy, Inc. 449 Eisenhower Blvd 3735 Brownsville Road Pittsburgh, PA 15227 Harrisburg, PA 17111 EDR Inquiry # 4865135.3 Contact: Ty Rhoades

The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Skelly and Loy, Inc. were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Certification # 2B36-4AD2-A19B

R17-0051.P00 PO#

Project Snee Dairy Phase I

Maps Provided:

1979

1950

1925



Sanborn® Library search results

Certification #: 2B36-4AD2-A19B

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

Library of Congress

University Publications of America

EDR Private Collection

The Sanborn Library LLC Since 1866™

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Skelly and Loy, Inc. (the client) is permitted to make up to FIVE photocopies of this Sanborn Map transmittal and each fire insurance map accompanying this report solely for the limited use of its customer. No one other than the client is authorized to make copies. Upon request made directly to an EDR Account Executive, the client may be permitted to make a limited number of additional photocopies. This permission is conditioned upon compliance by the client, its customer and their agents with EDR's copyright policy; a copy of which is available upon request.

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Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.



1979 Source Sheets



Volume 10, Sheet 1037 1979



Volume 10, Sheet 1038 1979

1950 Source Sheets



Volume 10, Sheet 1037 1950



Volume 10, Sheet 1038 1950

1925 Source Sheets

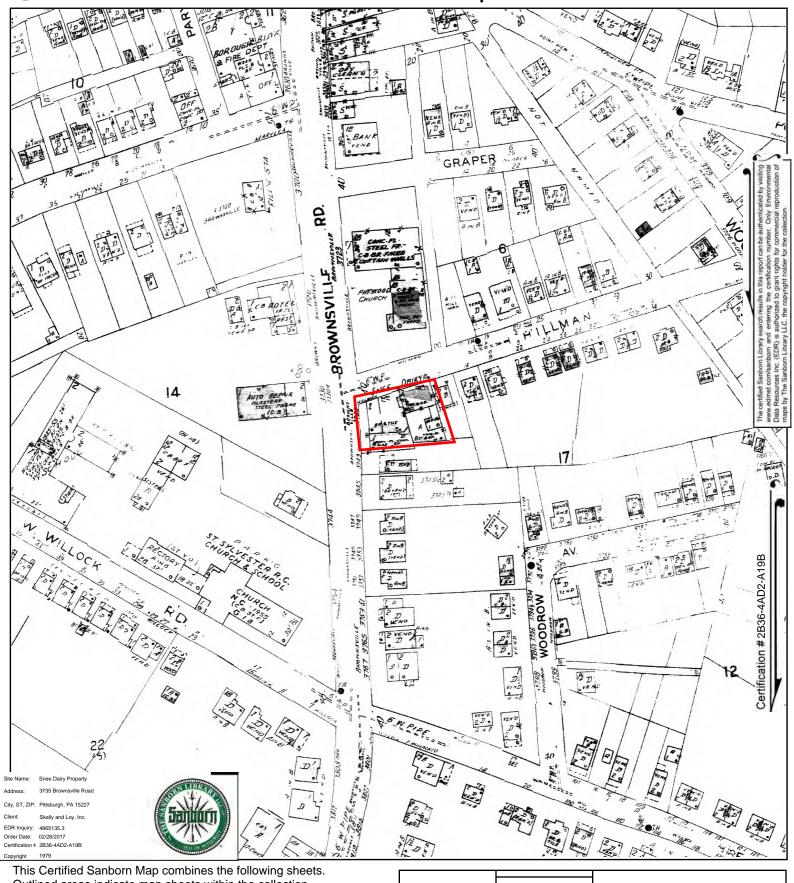


Volume 10, Sheet 1037 1925



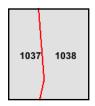
Volume 10, Sheet 1038 1925



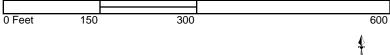


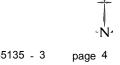
Outlined areas indicate map sheets within the collection.





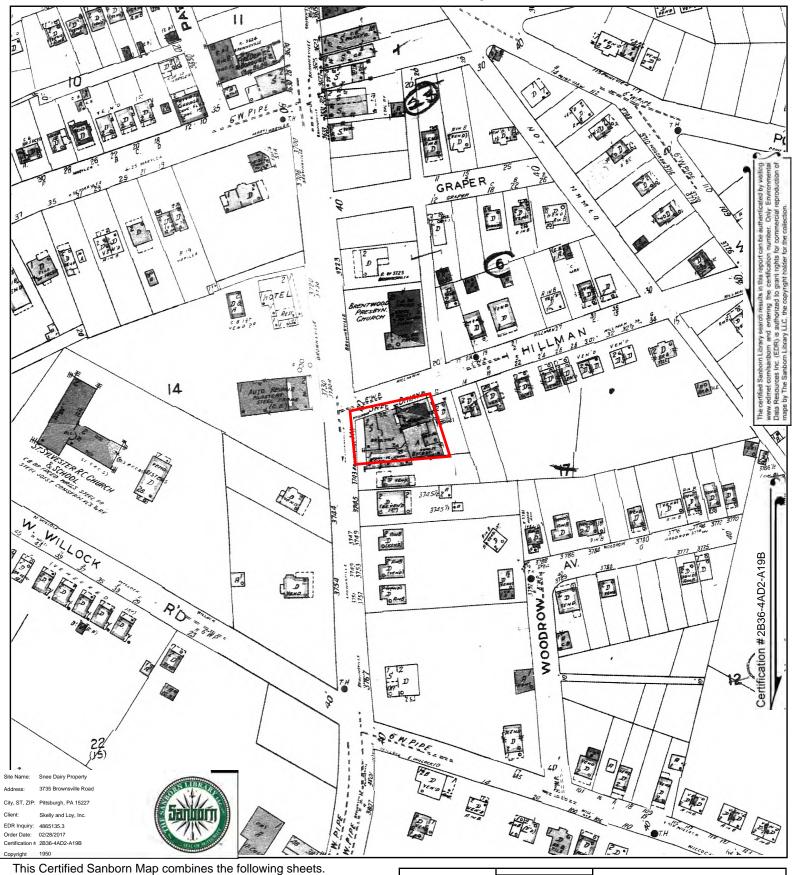
Volume 10, Sheet 1038 Volume 10, Sheet 1037





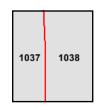




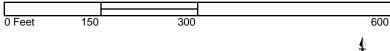


This Certified Sanborn Map combines the following sheets Outlined areas indicate map sheets within the collection.





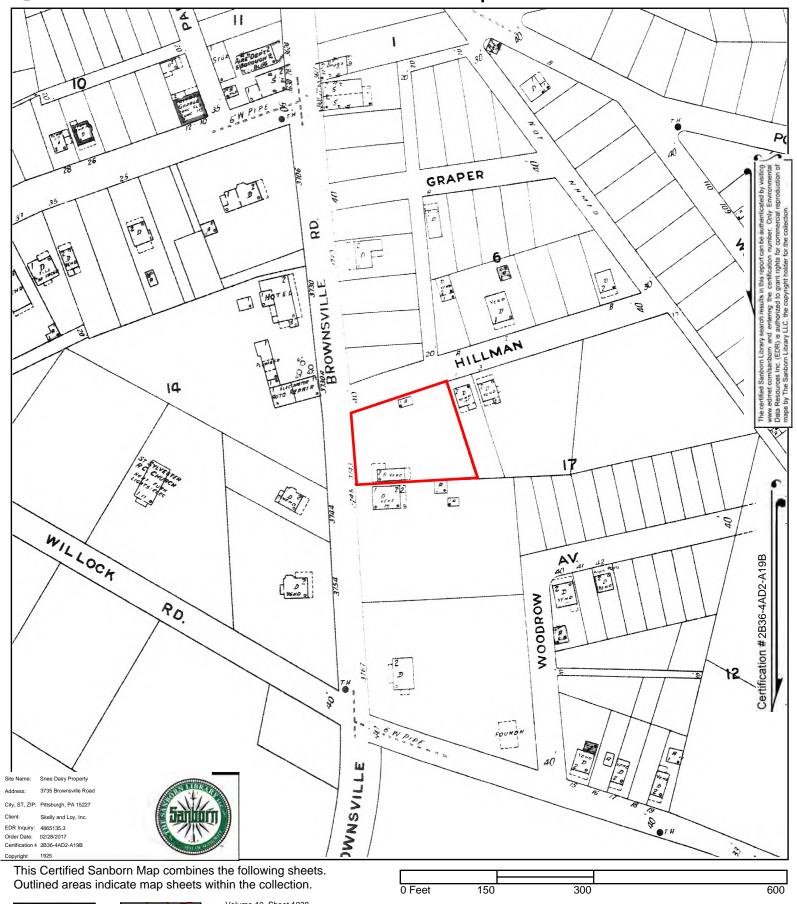
Volume 10, Sheet 1038 Volume 10, Sheet 1037















Volume 10, Sheet 1038 Volume 10, Sheet 1037



4865135 - 3 page 6

APPENDIX E SITE PHOTOGRAPHS

SEE DAIRY PHASE I ESA PHOTOGRAPH LOG



Photograph No. 1

Facing southeast along Brownsville Road (west side of the building).



Photograph No. 2

Facing northeast along Brownsville Road (west side of the building).



Photograph No. 3

Facing north/northwest bridge illustrating the eastern side of the building.



Photograph No. 4

Facing west illustrating the southern side of the building.



Photograph No. 5

Facing south/southwest on Hillman Street illustrating the northern side of the building.



Photograph No. 6

Facing northwest illustrating the entrance to the southern basement of the building.



Photograph No. 7

Southern portion of the building rooftop facing east.



Photograph No. 8

Southern rooftop facing west.



Photograph No. 9

Southern basement sump facing north/northwest.

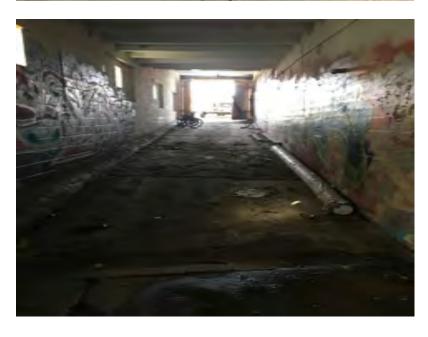


Close up picture of sump located in southern basement of the building.



Photograph No. 11

Main drain connected to the sump located in the southern basement of the building.



Photograph No. 12

Facing west illustrating the car ramp entrance/exit to the southern basement of the building.



Electric transformer located in the south/southeastern corner of the southern basement of the building.



Photograph No. 14

Electric transformer located in the south/southeastern corner of the southern basement of the building illustrating staining under the transformer.



Photograph No. 15

Coal/wood fired furnace located in the southern basement along the eastern wall.



Service pit in the south/southeastern corner of the southern basement.



Photograph No. 17

View inside the service pit in the south/southeastern corner of the southern basement.



Photograph No. 18

Landscape View facing northwest illustrating the southern basement layout.



Inside of the Coal/wood fired furnace ash collector located in the southern basement along the eastern wall.



Photograph No. 20

Inside of the Coal/wood fired furnace burn area located in the southern basement along the eastern wall.



Photograph No. 21

Facing east illustrating the entry way to the mid-level auto entry area.

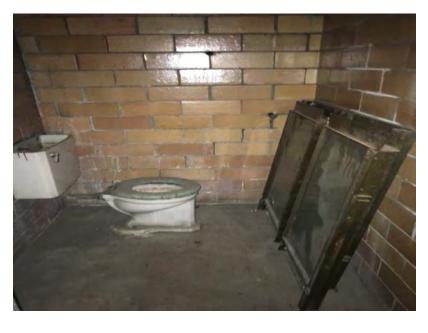


Facing north/northwest illustrating a large drain spanning the entry way of the ground floor auto entry area.



Photograph No. 23

Facing north illustrating one of the walls separating the auto entry area from the previous artist studios.



Photograph No. 24

Facing south illustrating a bathroom on the ground floor.



Photo illustrates some of the household repair substances at the site. (Denatured Alcohol, Paste Finishing Wax)



Photograph No. 26

Photo illustrates some of the household cleaning substances found at the site.



Photograph No. 27

Photo taken facing northwest illustrating some of the household painting substances found at the site.



Facing south photo illustrates the main entry way to the building facing the upper auto entry way.



Photograph No. 29

Facing east photo illustrates the main hall way connecting all the rooms on the ground floor.



Photograph No. 30

Looking downward from the second story flight of stairs.



Facing north/northwest area was previously rooftop that was covered in for studio use.



Photograph No. 32

Natural gas boiler furnace on the upper level of the building.



Photograph No. 33

Utica natural gas boiler furnace on the upper level of the building.



Facing north/northeast illustrating one of the rooms on the upper level of the building.



Photograph No. 35

Facing north/northeast illustrating one of the rooms on the upper level of the building.



Photograph No. 36

Facing north illustrating water damage in the upper level of the building.



Photo illustrates potential lead based paint peeling on the walls of the upper level of the building.



Photograph No. 38

Facing southwest illustrating one of the rooms on the upper level of the building.



Photograph No. 39

Facing south illustrating a bathroom on the upper level of the building.



Facing north/northwest illustrating a portion of the northern basement.



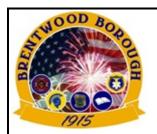
Photograph No. 41

Facing south/southwest illustrating a portion of the northern basement.



Photograph No. 42

Photo illustrates the suspected UST vent pipe located on the western side of the building near the upper level auto entrance.



BOROUGH COUNCIL INFORMATIONAL SHEET AGENDA ITEM 17.a. ACTION ITEM

SUBJECT: Consider adopting Resolution No. 34: Supporting the Mon Fayette Expressway

Project

DATE: April 17, 2017

PRESENTED MR. GEORGE ZBOYOVSKY, PE

BY: BOROUGH MANAGER

SUMMARY:

The MFE from PA Route 51 to I-376 is the final piece to the Pennsylvania Turnpike Commission's 74 mile MFE system that will allow continuous travel from West Virginia to I-376 (Parkway East) in Monroeville. This segment is the fourth and final segment of the MFE projects. The 14 mile long, four-lane, limited access, tolled expressway will begin at the current terminus of the MFE at PA Route 51 in Jefferson Hills and run northeasterly, crossing the Monongahela River in the City of Duquesne, connecting to I-376 in Monroeville. The estimated project cost is \$2.16 billion.

The Below Summary is provided by the Allegheny Institute for Public Policy

Lack of key political support and inadequate economic benefit analysis of the proposed extension of the Mon Fayette Expressway to Monroeville have caused the project to be put on hold again. Given the concerns expressed by members of the Southwest Pennsylvania Commission and difficulties with the justification arguments, the project might have been permanently shelved.

The story of the proposed Mon Fayette Expressway (MFE) is a long running saga that may have just come to an end. The 14 mile toll road from the current terminal point of Turnpike Route 43 at Route 51 to I-376 at Monroeville would complete the Mon Valley system from West Virginia to Monroeville. The project's estimated cost of nearly \$2 billion would be the most expensive of the four part plan to connect I-376 to West Virginia's I-68.

On March 20th, the Southwest Pennsylvania Commission (SPC) voted to table the MFE project. On March 21st, the Pennsylvania Turnpike Commission (PTC) announced "that it will stop engineering-design activities on the 14 mile MFE project in Allegheny County in light of the SPC recent decision to table the project." The press announcement went further, "The Turnpike Commission has a legislative mandate to develop the Mon Fayette Expressway but our role is not to serve as an advocate for the project," said the Turnpike CEO. "This is a regional project, and the decision as to whether it is of value to the region should be made by those who live there."

The planning and design of the 14 mile leg of the MFE began in 2004 after the so called western leg of the expressway to I-376 in Pittsburgh was scrapped. Design work was halted in 2009 owing to a lack of funds. However, Act 89 of 2013 (section 9502(a), para 2 (vi)) provides the PTC a 14 percent share of revenue collected from a 55 mill oil company franchise tax levy. This money is to be used for projects specified in the Turnpike Organization, Conversion and Extension Act of 1985. Apparently, the PTC in 2015 decided the MFE extension qualified as an Act 89 recipient and put it on the active list of projects to receive those funds.

The 1985 law says "The commission is also hereby authorized and empowered to construct, operate and maintain further extensions and improvements of the turnpike at such specific locations and according to such schedules as shall be deemed feasible ... as follows: (1) From an interchange with Interstate Route 70 between existing interchanges at Lover and Speers extending northerly to an interchange with Interstate Route 376 in Pittsburgh."

The 1985 law wording was amended (parts of the law were repealed in a 2007 bill) but according to current statutes as of 2016, Title 75, section 8912, the extension to I-376 in Pittsburgh is still the designated project, not I-376 at Monroeville. One hopes there is legislative wording somewhere that changes the designation.

Be that as it may, the MFE extension to Monroeville faces serious obstacles. First, major concerns and objections have been voiced by SPC members. Some members questioned whether going ahead with a project that could take as long as twenty years to complete is the best way to provide needed transportation solutions to the area's residents now. Others, including the Allegheny County Chief Executive, wondered how well the recent Turnpike toll roads have performed relative to pre-construction forecasts.

On the other side of the argument, the County Council member representing the Mon Valley wrote an op-ed outlining his case for constructing the extension to Monroeville. In that op-ed he alluded to a supporting study as follows, "A report on the expressway project issued last August by the national transportation organization TRIP cited the creation of 20,780 permanent jobs as well as more than 5,000 annual construction jobs. These jobs would hopefully deter crime and create growth in Mon Valley depressed communities." Note that the 20,780 figure includes employment projections resulting from completion of an East Busway extension.

Unfortunately, the TRIP study falls well short of being a credible evaluation of the extension's benefits. It is long on claims but short on useful data and analysis.

For one thing, basic information one would expect are not found in the study. There are no data indicating current traffic patterns in the region by type, volumes, or how much is through traffic or locally generated—say, between Clairton and Monroeville or Dravosburg to East Pittsburgh. And there are no estimates of future traffic using the extension over its various segments and how much would be of local origin or simply through traffic passing through the Mon Valley. Indeed, for purposes of the traffic forecasts, what is the relevant geographic area?

In short, would the MFE extension require very large expenditures on other road and street networks in the Mon Valley communities to make the extension economically viable? Moreover, if a large portion of expected business growth is to be moved by trucks, the surface street and local highways are likely to be perpetually jammed and would need massive upgrades to roadbeds and surfaces to handle the weight.

Then too, the extension will be a toll road. At what level will the tolls be set and what impact will they have on usage levels? The experience of other new toll roads such as the Beaver Valley Expressway and the Turnpike Route 66 in Westmoreland and completed sections of Turnpike Route 43 could be a very useful as indicator of how successful the MFE extension would be. Nor does the TRIP study discuss possible problems for local traffic trying to get to or away from extension interchanges or how travel within the area and specifically close to interchanges will be affected if much heavier vehicular traffic is getting on or off the extension.

But even more problematic for the study's usefulness is the methodology used to project the number of jobs that will develop in the area as a result of the extension's construction. The study opens the employment discussion by citing a survey in a report by the Construction Legislative Council. TRIP quotes the Council report as claiming there are 1,500 manufacturing and related firms in the study area with 22,000 employees. Two problems: First, the survey provides no documentation and does not define the relevant geographical area. Second, the Council report does not mention an employment figure as the TRIP study footnote implies. Moreover, there is no discussion of the size of firms, the industries involved or dollar value of payrolls.

And it gets worse. The TRIP study estimates the number of future permanent jobs on the basis of a highly questionable procedure. They use a nationwide study of 100 projects of all sorts (roads, bridges, interchanges, etc.) completed by 2005 that found on average one million dollars in spending led to the creation of 7.2 directly related permanent jobs and 4.4 indirect jobs. TRIP simply took the projected \$1.7 billion (1700 million) cost of the extension and multiplied by 7.2 and 4.4 to get direct and indirect jobs: 12,240 direct and 7,480 indirect for a total of 19,720 jobs resulting from the construction of the MFE extension to Monroeville.

Even if it were reasonable to use statistics from projects completed twelve years ago as a starting point, the analysis should have examined the range of outcomes by type of project and whether a project was leveraging existing infrastructure. Were ramps in a populated, high traffic area far more productive in terms of employment growth than say a mile of highway in a very rural area? Were employment increases per million dollars spent larger in prosperous, growing areas than in older areas in long term decline or stagnation? Using the average jobs created per million dollars expended engenders no confidence in the estimate of employment gains the MFE extension will create. And by the time the MFE is completed in ten years say, the average jobs per million dollars spent based on 2005 project completions would be even more meaningless.

The TRIP study also fails to offer any analysis of the types of industries that might come to or expand in the area. At the very least some informed attempt at a forecast of industries and possible job growth would be useful to officials charged with making the decision to proceed or not proceed with construction. Briefly stated, the TRIP employment estimates are sorely lacking in methodology and rigor.

Finally, note that sixty years ago there were many thousands more jobs in the Mon Valley producing enormously more product than today. How did all those people get to work and all the raw materials and finished products get transported over basically the road system that exists today? No doubt rail and water borne freight played a large role. Will that not be possible in the future?

In summary, whatever the merits of the MFE extension from Route 51 to Monroeville might be, the TRIP study has provided no convincing evidence or reporting that would warrant spending many years and billions of dollars to build it. This is even more the case if there are efficient and less costly ways to improve transportation through widening existing key routes, traffic pattern improvements, enhancing connectivity with existing major regional arteries and set up more usable mass transit to serve locally within the area.

Putting all the eggs in the MFE basket is likely to be disappointing and could preclude efforts to fix urgent needs.

Jake Haulk, Ph.D., President

BUDGET IMPACT:

No immediate benefits, however could provide future benefits for construction personnel relocating to the area to work on this 20-year project.

PROS:

Estimated creation of nearly 21,000 permanent jobs. Elimination of congestion along Rt. 51 Corridor

CONS:

\$2 Billion Project

Monies could possibly go towards other/existing transportation projects. 20-Year Estimated Time Frame until completion.

ATTACHMENTS:

Description Upload Date Type

Resolution No. 2017-34- Supporting Mon Fayette Expressway Project 4/17/2017 Cover Memo



THE BOROUGH OF BRENTWOOD

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RESOLUTION NO. 2017-34

"A RESOLUTION OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA IN SUPPORT OF THE MON/FAYETTE EXPRESSWAY FROM PA ROUTE 51 TO I-376 PROJECT"

WHEREAS, the Mon/Fayette PA Route 51 toI-376 Project, also known as the Mon/Fayette Expressway (MFE), is the final of four Mon/Fayette projects that would provide a four-lane, limited access expressway from I-68 in West Virginia to I-376 in the Pittsburgh area; and

WHEREAS, the PA Route 51 to I-376 Project obtained a Record of Decision from the Federal Highway Administration in December 2004 identifying the Selected Alternative to be designed and constructed, and

WHEREAS, the alternative moved into the Final Design process but was put on hold in 2009 due to a lack of sufficient funding for construction; and

WHEREAS, with the passage of Act 89 of 2013 which provides the Pennsylvania Turnpike Commission (PTC) a 14 percent share of revenue collected from a 55 mill oil company franchise tax levy; and

WHEREAS, this money is to be used for projects specified in the Turnpike Organization, Conversion and Extension Act of 1985, and

WHEREAS, the PTC in 2015 decided the MFE extension qualified as an Act 89 recipient and put it on the active list of projects to receive those funds; and

WHEREAS, funding is once again available to move this project forward, and

WHEREAS, on March 20, 2017 the Southwest Pennsylvania Commission voted to table the project; and



WHEREAS, the Pennsylvania Turnpike Commission announced "that it will stop engineering-design activities on the 14 mile MFE project in Allegheny County in light of the SPC recent decision to table the project" citing that "this is a regional project, and the decision as to whether it is of value to the region should be made by those who live there." And

WHEREAS, an August 2016 report on the MFE by the national transportation organization TRIP cited the creation of 20,780 permanent jobs as well as more than 5,000 annual construction jobs; and

WHEREAS, supporting documentation for the above figures may be lacking however it is believed that the MFE will alleviate the congestion along the Rt. 51 Corridor as well as create construction and engineering jobs in the region; and

NOW, THEREFORE, By the Council of the Borough of Brentwood, County of Allegheny, Commonwealth of Pennsylvania, and it hereby calls upon its State Senator and Representative to support the Mon/Fayette project and urge the SPC to reconsider their action on the project.

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 17th day of April, 2017.

ATTEST:	BOROUGH OF BRENTWOOD
George Zboyovsky, PE	John Frombach
Borough Manager	President of Council

