

**AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF EAST PITTSBURGH, CHAPTER 273; ESTABLISHING REGULATIONS FOR USE AND RENTAL OF BOROUGH FACILITIES, PARKS AND PARKLETS ESTABLISHING A PENALTY FOR VIOLATIONS; EFFECTIVE DATE**

ORDINANCE NO. 925

**WHEREAS** , the Borough of East Pittsburgh recognizes that its facilities and parks are an asset to the community;  
and

**WHEREAS**, the cost to maintain such assets is supported by the rental of such properties;

**WHEREAS**, this Ordinance is passed pursuant to the Borough Code, and is deemed to be in the best interests of the health, safety and welfare of the residents of the Borough of East Pittsburgh.

**AND NOW, THEREFORE, IT IS HEREBY ORDAINED BY** the Council of the Borough of East Pittsburgh, as follows:

**Section 1 Definitions.**

**FACILITY**

A structure owned or operated by the Borough. This includes, but is not limited to, the East Pittsburgh Community Center, East Pittsburgh Senior Center, and the administrative offices of the Borough of East Pittsburgh.

**PARK**

A parcel of ground intended primarily for beautification and aesthetic improvement of the Township generally, or for recreational purposes, or both as more particularly identified as follows:

Quarry Field

**PARKLET OR PLAYGROUND**

A parcel of ground intended primarily for beautification and aesthetic improvement of the surrounding neighborhood, for recreational purposes, for recognition of historical or other noteworthy accomplishment, or for traffic control purposes, or any or all of the foregoing, and located in the vicinity of the following intersections and streets or are named as follows:

Grandview Avenue and Ridge Avenue  
500 block of Bessemer Avenue  
Corner of Grandview Avenue and Sunnyside Avenue

**Section 2 Rules and regulations.**

The following rules and regulations shall govern the use of all parks and parklets within the Borough, unless otherwise expressly limited or restricted hereinafter:

1. No person shall injure, deface or destroy any notices, rules or regulations posted or otherwise permanently fixed in the parks or parklets by order of the Borough Manager or their designated representatives.
2. No person shall post or fix any notice or bill or other writing or printing of any kind in the parks or parklets without the written permission of the Borough Manager or their designated representative, except upon notice specifically provided for such purpose.

3. Domesticated animals, such as dogs and cats, shall not be permitted in the parks or parklets.
4. No person shall throw at or set snares for wildlife in the parks or parklets.
5. No person shall cut, break, pluck or in any way injure or deface the trees, shrubs, plants, turf, fences, statuary, buildings or structures or throw anything whatsoever in any springs or streams in the parks or parklets.
6. No swing or play device shall be attached to any tree in the parks or parklets.
7. No person shall erect any booth, table, or stand for the sale of, or hawk, or otherwise attempt to sell or sell, any article whatever in the parks or parklets without the written permission of the Borough Manager or their designated representative.
8. Motor-vehicles, shall not be permitted on grassy areas in the parks or parklets and shall be parked only in areas specifically designated therefor in the park or parklets.
9. No person shall conduct himself/herself in the parks or parklets in an unruly or disorderly manner in violation of the laws of the Commonwealth of Pennsylvania or any ordinance of the Borough of East Pittsburgh.
10. No gambling or illegal use of drugs shall be permitted in the parks or parklets.
11. The use of alcoholic beverages is not permitted in any park or parklet.

### **Section 3 Hours of Operation.**

The parks and parklets of the borough shall be open every day from 7:00 am until sunset. It shall be unlawful for any person to loiter in, wander or stroll in, or in any other manner frequent any park within the limits of the Borough, regardless of the primary purpose served by such park, after sunset and before 7:00 am.

### **Section 4 Rental of Quarry Field or Quarry Field pavilion or of a Borough Facility.**

All requests for the rental of Quarry Field, of the Quarry Field pavilion, or for a Borough facility must be made through the office of the Borough Manager. In order to rent the pavilion at Quarry Field or a Borough facility, a person must be at least 21 years of age and must complete and comply with such application forms and agreements, and pay such rental fees, as may be established from time to time by resolution of the Borough Council. It shall be unlawful for persons renting a pavilion to prohibit people from entering Quarry Field and the associated courts or to charge any fee to members of the general public entering or using Quarry Field or the associated courts.

### **Section 5 Rental Fees.**

1. The rental of Quarry Field for a baseball or softball league shall be set based on the number of games scheduled. The fee will be the lesser of \$25/game or \$200/season. Any team wishing to rent for a season must provide their schedule to the Borough.
2. The rental of the pavilion at Quarry Field and Borough facilities will be set at \$25 for a time period not to exceed 4 hours. Any period longer than 4 hours but not to exceed the closing time of the park shall incur a fee of an additional \$25.
3. All rentals require a security/cleaning deposit of \$100. The payment of a deposit is for the protection of public property and to offset any loss to the Borough caused by damage to public property. The deposit is fully refundable upon a showing by the applicant that no damage to public property resulted from the event. The deposit will be returned within 5 working days after the event and upon inspection by the Department of Public Works or the Borough Manager. Any damages or required cleanup by the Borough will result in forfeiture of the deposit in an amount commensurate with the damage caused by the renter.

4. Borough Council reserves the right to waive the rental fees for events that are sponsored by the Borough or that are deemed to be for the common good.

**Section 6 Parking.**

Parking is allowed on the street for the parklets/playgrounds and the Senior Center. Parking for Quarry field and the Community Center is located at the parking lot at the corner of Bessemer Ave. and Main St.

**Section 7 Amendments.**

This ordinance may be amended from time to time in the sole discretion and judgment of Borough Council by simple resolution to include, but not limited to, changes in fees, fine amounts or the addition or deletion of specific parks or parklets and other changes.

**Section 8 Penalty.**

The penalty for violating any of the provisions of this ordinance shall be in accordance with § 1-16 of the Codified Ordinances.


This ordinance shall become effective fifteen (15) days after its adoption.

ENACTED AND ORDAINED as an Ordinance of the Borough of East Pittsburgh this 15th day of September, 2020.

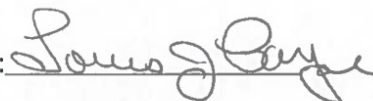
ATTEST:

BOROUGH OF EAST PITTSBURGH

BY:   
Borough Manager

BY:   
President of Council

Approved this 15<sup>th</sup> day of September, 2020.

BY:   
Mayor



CERTIFICATION

I, Seth Abrams, hereby certify that I am the Manager of the Borough of East Pittsburgh, and that the within Ordinance was enacted at a regular meeting of the Borough Council duly convened, at which a quorum was present and voted in favor thereof.

Certified this 15<sup>th</sup> day of September, 2020.

BY:   
\_\_\_\_\_  
Manager



Borough of East Pittsburgh  
813 Linden Avenue  
East Pittsburgh, PA 15112  
412-823-7124

### Facility Rental Permit Application

Applicant Name/Organization: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_ License/ID #: \_\_\_\_\_

Requested Facility  Quarry Field  Quarry Field Pavilion  Senior Center  
 Community Center  Other: \_\_\_\_\_

Date of Use: \_\_\_\_\_ Time of Use – From: \_\_\_\_\_ am/pm To \_\_\_\_\_ am/pm

Approximate number of attendees: \_\_\_\_\_

Purpose of Rental: \_\_\_\_\_

#### Fees:

##### Quarry Field

Ball Field (single event) \$25.00\_\_

Ball Field (series/league) \$200.00\_\_

Quarry Pavilion \$25.00 x \_\_\_ (# 4hour blocks)= \$\_\_\_\_\_

##### 700 Grandview

Senior Center \$25.00 x \_\_\_ (# 4hour blocks)= \$\_\_\_\_\_

##### Bessemer Ave

Community Center \$25.00 x \_\_\_ (# 4hour blocks)= \$\_\_\_\_\_

**SECURITY DEPOSIT (Refundable if all permit conditions are met) \$100\_\_**

**Total Amount Due \$\_\_\_\_\_**

Please make checks payable to the "Borough of East Pittsburgh"

Cash or Check only please.

#### For Office Use

Date received: \_\_\_\_\_

Payment received: \_\_\_\_\_ Payment Method: Cash Check

Approved by: \_\_\_\_\_



Borough of East Pittsburgh  
813 Linden Avenue  
East Pittsburgh, PA 15112  
412-823-7124

### **Park and Facility Rental Risk Release and Waiver of Liability**

In consideration of use of the Borough of East Pittsburgh's property for an event, I recognize and acknowledge that there may be certain risks of personal injury and property loss arising from the event, and I agree to assume the full risk of any injuries, including death, loss or damage of property from conducting the event. I agree to waive and relinquish all claims I may have as a result of hosting the event. I agree and covenant to indemnify, defend, and save harmless the Borough and those persons who were, now are, or shall be duly elected or appointed officials or members or employees thereof, of the Borough, against and from any loss, damage, cost, charge, expense, liability claims, demand or judgment of whatsoever kind or nature whether to persons or property, arising wholly or partially out of any acts, action, neglect, omission, or default, on the part of the event participants or the Borough of East Pittsburgh. In case of suit or cause of action shall be brought against the Borough on the account any act, action, neglect, omission, or default on the part of the event organizers or participants, I hereby agree and covenant to appear and assume the defense thereof and to pay any and all costs, charges, attorney fees and other expenses, and any and all judgments that may be incurred or obtained against the Borough. In the event the Borough is required to institute legal action and or participate in legal action to enforce this indemnification and hold harmless clause, I agree to immediately notify the Borough of East Pittsburgh in writing of any claim or suit against the Borough to which this paragraph applies. The indemnification provisions have been mutually negotiated between the parties.

I HAVE READ THE ABOVE AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS SET FORTH IN THE RISK RELEASE AND WAIVER OF LIABILITY

Printed Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Event Name: \_\_\_\_\_

Event Date: \_\_\_\_\_

Event Location: \_\_\_\_\_