



# BOROUGH OF DORMONT

**Council Chambers  
1444 Hillsdale Ave.  
Pittsburgh, PA 15216-2019  
TEL:(412)561-8900  
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[www.boro.dormont.pa.us](http://www.boro.dormont.pa.us)**

BOROUGH MANAGER  
BENJAMIN ESTELL

MAYOR  
JASON WALSH

SOLICITOR  
CFW+W

MEMBERS OF COUNCIL  
COUNCIL PRESIDENT JENNIFER MAZZOCO  
KATE ABEL  
CHRIS KIPP  
BRANDON LEDFORD  
CHRIS RIEGER  
ALVARO VARELA  
DANIELE VENTRESCA

**Agenda Meeting  
February 26, 2024  
7:00 PM**

**I. Call to Order**

**II. Pledge of Allegiance**

**III. Registered Comments from the Public**

**IV. Consent Agenda**

1. Motion to Appoint Gary Zamary to the Planning Commission for a Term to Expire January 5, 2025
2. Motion to Approve Consultant's Agreement with Engineer Wayne McVicar for April 1, 2024 to March 31, 2025
3. Motion to Approve the Borough of Dormont Check Signer Policy
4. Motion to Accept the Recommendation of Sanitary Sewer Engineer Wayne McVicar to Accept the COSTARS Contract Proposal (COSTARS-16 Water & Wastewater Treatment Plants - Components/Equipment & Services) from Insight Pipe for the 2024 Annual CIPP Lining Contract for a Total of \$102,294.00

**V. Action Items**

1. Motion to Accept the Resignation of Councilperson Alvaro Varela Effective Immediately and Thanking Him for His Service to the Community
2. Motion to Adopt Resolution 6, 2024, A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, REQUIRING MEMBERS OF THE DORMONT RECREATION BOARD TO OBTAIN CLEARANCES AS PART OF THE PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES KEEP KIDS SAFE PROGRAM.
3. Motion to Adopt Resolution 7, 2024, A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE AGREEMENT WITH THE SOUTH HILLS AREA COUNCIL OF GOVERNMENTS AND ASSOCIATED

## MUNICIPALITIES FOR THE SEWER VACTOR AND CAMERA PROGRAM

4. Potential Park/Playground Grant Resolutions
5. Motion to Authorize the Borough Manager to Approve the Right-of-Way Agreement and Supplemental Agreement with Columbia Gas for Relocation of Gas Regulating Building in Dormont Park

### **VI. Discussion Items**

1. Consideration of Community Garden Permit
2. Mobile Vendor Policy - This item is just for collecting questions, so the administration can provide a new, refined policy option at a future meeting.

### **VII. Public Comment**

### **VIII. Adjournment**



**MEMORANDUM**

**Date:** February 26, 2024

**To:** Borough of Dormont

**From:** Benjamin Estell

**Subject:** Motion to Appoint Gary Zamary to the Planning Commission for a Term to Expire January 5, 2025

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**ATTACHMENTS:**

[Resume 2024.pdf](#)

# Gary Zamary, CFA, CAIA

## EXPERIENCE

### **PNC Investments, Pittsburgh, PA**-Research and Due Diligence Analyst

April 2022-Present

- Carry out ongoing and initial due diligence on the PNCI Investment Menu
- Managed PNCI's Home Office Models by carrying out on-going due diligence on the funds that make up those models as well as making updates to the models' asset allocation
- Create client and financial advisor facing materials that include:
  - Quarterly market updates and investment ideas for financial advisors
  - Monthly market updates for clients
  - Ad-Hoc research insights for financial advisors covering important market news
- Built out and maintained PNCI's Private Alternative menu with a focus on investment offerings for Accredited Investors
- Update and maintain a variety of the due diligence manuals and processes
- Work with financial advisors to find suitable investment opportunities for their clients and walk them through the risks and benefits of those options

### **BNY Mellon-Wealth Management, Pittsburgh, PA** - Senior Portfolio Analyst

May 2018-April 2022

- Provide Wealth Managers with support covering every part of their client relationships, including regular administration and management of client portfolios
- Create Investment recommendations for clients based on their current needs, asset allocation, market conditions, and overall investment objective
  - This includes looking at time horizon, liquidity needs, and investment options open to clients including, equities, fixed income, private equity, and venture capital
- Rebalance client accounts according to clients' investment objectives
  - Rebalancing is done taking both tax loss harvesting opportunities as well as long versus short term capital gains to help minimize clients tax bills
- Work closely with our internal partners in Fiduciary, Private Banking, sales, Middle office and operations on a regular basis to facilitate a number of functions within our business line
- Analyze projected client spending vs projected income and investment returns

- This leads to further conversations with clients about places in their budgets that they can potentially cut their spending
- Create materials for clients meetings to help clearly display the clients asset allocation, returns, and overall wealth
  - These materials are made using our internal Client Presentation Tool, cash flow analysis tool, and investment policy statement tool
- Analyze individual securities per client requests
  - Look at information including company fundamentals, industry comparables, and analyses from other institutions to determine whether the assets are a good fit for a clients portfolio
- Worked with our technology department and programmers to help with the development and testing of new systems
  - This partnership led to the creation and roll out of a new client presentation tool, cash flow analysis tool, and client portal. All of these tools helped to greatly streamline day to day activities
- Facilitate cash and asset transfers both domestically and internationally
- Spearhead an initiative with a fellow teammate to increase use of our online client portal
- Work to train new employees and interns in the use of our systems
- Work simultaneously across multiple systems to complete client requests in the shortest time possible

#### **BNY Mellon Wealth Management, Pittsburgh, PA - Summer Analyst**

June 2017 - August 2017

- Assisted core teams with client meeting preparation
- Assisted with maintenance of client Relationship details
- Assisted project managers with systems-data integrity
  - Updated systems with both new information as well as correcting data entered incorrectly. This helped to facilitate the proper flow of data between systems and ensure that information was consistently recorded.

#### **Northwestern Mutual, Pittsburgh, PA - Financial Services Intern**

November 2016 - May 2017

- Ensured that client profiles were kept up to date
  - Ensured data was showing correctly in our systems and that new information was entered promptly
- Handled correspondences between clients and the Fund companies in which they were invested
- Made sure that client payments were processed in a timely manner

#### **Foresters Financial, Canonsburg, PA - Financial Advisor Intern**

June 2016 - August 2016

- Studied the various investment and life insurance options available to clients
- Learned how those options could be applied to best help an individual reach their personal financial goals
- Used Foresters Financial's cash flow analysis tool along with client information to analyze various financial outcomes for clients

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## EDUCATION AND CERTIFICATIONS

### Duquesne University, Pittsburgh, PA - *Bachelor's Degree*

May 2014 - May 2018

- Duquesne University, A.J. Palumbo School of Business Administration
- Major: Finance I
- Minor's: Accounting, Economics
- Dean's List: Fall 2014-2018

### Certifications

- CFA CharterHolder
- CAIA Recipient
- Bloomberg Markets Concepts

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## Skills

- Excellent public speaking skills
- Accustomed to working with customers to figure out their personal needs
- Software Proficiencies: Microsoft Suite, FacSet, Bloomberg, SalesForce, Morningstar Direct

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## MEMORANDUM

**Date:** February 26, 2024

**To:** Borough of Dormont

**From:** Benjamin Estell

**Subject:** Motion to Approve Consultant's Agreement with Engineer Wayne McVicar for April 1, 2024 to March 31, 2025

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**ATTACHMENTS:**

[Consultant Agreement 2024-2025 DRAFT.pdf](#)

## **Consultant Agreement**

**Name of Consultant:** Wayne McVicar, PE

It is expressly understood and agreed that Borough of Dormont has retained Consultant as an independent contractor and not as an employee.

Payment to Consultant's Employees or Agents. It is expressly understood and agreed that the Borough of Dormont shall not be responsible or liable to pay any compensation, benefits or wages to Consultant's employees and agents of any kind. Any such compensation or benefits is to be paid solely and exclusively by Consultant to its own employees and agents.

**Scope of services:**

1) Annual Operation and Maintenance Project

- a) Consult with the Borough of Dormont GIS consultant to update Borough Sanitary Sewer records
- b) Prepare documents and specifications for solicitation of maintenance contract quotes
- c) Solicitation of quotes
- d) Review quotes, prepare quote tabulation, and make recommendations of award
- e) Attendance at online meetings
- f) Prepare contracts
- g) Issue Notice of Award and Notice to Proceed letters Review CCTV footage
- h) Review payment requests and make payment recommendations
- i) Review CCTV footage
- j) Perform project closeout.

2) Annual Manhole-to-Manhole CIPP Lining Project

- a) Prepare plans, maps, and specifications for solicitation of CoStars quotes
- b) Solicitation of CoStar quotes
- c) Review quotes, prepare quote tabulation, and make recommendations of award
- d) Attendance at online meetings
- e) Prepare contracts
- f) Issue Notice of Award and Notice to Proceed letters
- g) Review of submittals
- h) Perform contract administration
- i) Review payment requests and make payment recommendations
- j) Review post-construction CCTV footage
- k) Perform project close-out.

3) Annual Open-Cut Spot Repair and Spot Line and Grout Projects

- a) Prepare plans, maps, spreadsheets, and specifications for public bid
- b) Obtain prevailing wage rates
- c) Prepare advertisement for bid
- d) Prepare online bid

- e) Issue addenda, if needed
- f) Open and review bids, prepare bid tabulation, and make recommendations of award
- g) Attendance at online meetings
- h) Prepare contracts
- i) Review of submittals
- j) Issue Notice of Award and Notice to Proceed letters Review of submittals
- k) Perform contract administration
- l) Review payment requests and make payment recommendations
- m) Prepare change orders as needed
- n) Perform inspections as needed
- o) Review post-construction CCTV footage
- p) Review as-built documents
- q) Perform project close-out.

**Payment Terms:** Consultant will be paid \$3,000.00 monthly for a total of \$36,000.00.

**Term of Agreement:** The Agreement shall begin April 1, 2024 and shall terminate March 31, 2025.

Services beyond the defined scope listed above shall be pre-approved by the Borough Manager or their designee at the rate of \$100.00 per hour. These services may include but are not limited to:

1. Consent Order Agreement compliance assistance
2. Preparation of Annual ALCOSAN Wastewater Management Reports
3. ALCOSAN Sewer Transfer documentation
4. Any additional services as requested by the Borough of Dormont.

Additionally, the Borough of Dormont shall provide to the Consultant through the entirety of the contract term:

1. Use of a Borough cell phone
2. Use of a Borough laptop computer and two (2) monitors
3. Access to engineering files and programs on the Borough server
4. Reimbursement of up to \$3,000 per year for professional liability insurance, which shall only cover work performed for the Borough of Dormont
5. Payment of bid advertisement fees
6. Provision of drafting services through a consultant contracted by the Borough of Dormont
7. Use of Borough administrative staff, postage, and office supplies for Borough of Dormont projects within reasonable limits
8. Compensation for attendance at sewer conferences and instructional seminars directly related to sanitary sewer facilities and matters affecting the sanitary sewer system of the Borough of Dormont.

By signing below, Consultant agrees to the following:

The relationship between the Consultant and the Borough of Dormont shall be that of independent Consultant and client, and nothing in this Agreement shall be construed as creating the relationship of employer and employee between the Borough of Dormont and Consultant.

Consultant will execute and deliver a W-9 to the Borough. The Borough of Dormont will not provide insurance coverage or benefits to consultants. Further, the Borough will not withhold federal, state or FICA taxes from payments to consultants. Borough of Dormont will provide Consultant with a 1099. Consultant will be solely responsible for the payment of taxes and required licenses.

Consultant agrees to deliver to the Borough of Dormont at the termination of its relationship with the Borough of Dormont all documents made, compiled by or delivered to Consultant in connection with the services provided under this Agreement. Such documents shall at all times be the property of the Borough of Dormont.

Consultant agrees to carry Engineers Professional Liability with a limit of \$1,000,000/\$1,000,000 that responds to professional claims arising out of “wrongful acts” and General Liability with a limit of \$1,000,000/\$1,000,000 that responds to claims arising out of Bodily Injuries or Property Damage.

Consultant shall provide the Borough of Dormont with current address and contact information to insure on-time payments by the Borough of Dormont to Consultant.

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Wayne R. McVicar, P.E.  
Consultant

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Date

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Benjamin Estell  
Borough Manager

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Date



**MEMORANDUM**

**Date:** February 26, 2024

**To:** Borough of Dormont

**From:** Krista Watt

**Subject:** Motion to Approve the Borough of Dormont Check Signer Policy

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**ATTACHMENTS:**

[BoD Check Signer Policy DRAFT 02212024.pdf](#)



## **BOROUGH OF DORMONT CHECK SIGNER POLICY**

### **I. PURPOSE**

The purpose of this policy is to establish guidelines for the signing of checks, either physical or digital, issued by the Borough of Dormont to ensure proper financial controls, accountability, and compliance with applicable laws and regulations.

### **II. AUTHORITY**

The Borough Council has the authority to designate individuals authorized to sign checks on behalf of the Borough of Dormont.

### **III. AUTHORIZED SIGNERS**

The Borough Council will designate specific individuals who are authorized to sign checks. Only authorized signers are permitted to endorse and execute checks.

### **IV. DESIGNATION PROCESS**

The Borough Council will officially designate check signers through a formal resolution. The resolution should specify the names of individuals authorized to sign checks, their respective titles, and any limitations on the amounts they are authorized to sign for.

### **V. LIMITATIONS ON SIGNATORIES**

Checks will require the signature of at least two authorized individuals. This dual-signature requirement is designed to enhance internal controls and reduce the risk of fraud.

## **V. LIMITATIONS ON SIGNATORIES (cont).**

Two signatures are required for all payments, including:

- Digitized payment execution
  - o Examples: ACH, EFT, Third Party Payment Systems
- Recurring payroll direct deposit and payments

Three signatures will be required for all individual vendor payments exceeding \$100,000.

## **VI. CHANGE IN SIGNATORIES**

Any changes to authorized signers must be officially approved by the Borough Council through a formal resolution or ordinance. The Borough's financial institution(s) should also be promptly notified of any changes.

## **VII. REQUIREMENTS FOR CHECK FORMATS**

**Physical Checks:** Blank check stock is to be physically restricted and kept in a locked drawer at all times with limited access. Check logs are produced and maintained by the Borough's finance or third-party payment software. Physical paper checks are issued on an as-needed basis, typically due to employment law requirements, to meet a critical due date, or if necessary to meet the other requirements of this policy.

**Electronic or Wire Transfers:** For payroll related processes and, when necessary, for goods, services, or other Borough benefit, payments can be processed via wire or ACH. Two individuals must be involved in these processes. Each individual must hold a separate verification token. More than one of these tokens should never be in the possession of the same person at any given time.

## **VIII. DOCUMENTATION**

All requests for checks to be signed, whether physical or digital, must be accompanied by an approved invoice or purchase order. Verbal requests will not be accepted.

## **IX. CHECK REVIEW**

Authorized signers should review supporting documentation for each check, ensuring accuracy and legitimacy before affixing their signatures. This may include invoices, purchase orders, and other relevant documents.

In no event will:

- Invoices be paid unless approved by an authorized signer.
- Blank checks (checks without a date or payee designated) be signed in advance.
- Checks be made out to “cash,” “bearer,” “petty cash,” etc.

## **X. SEGREGATION OF DUTIES**

Whenever possible, the responsibilities of check signing and invoice approval should be segregated to different individuals to enhance internal controls.

A check signer should never sign a check made out to themselves, those they are related to, or for another organization that they are aligned with.

## **XI. COMPLIANCE WITH LAWS**

All check signing activities must comply with applicable federal, state, and local laws and regulations governing municipal finance.

## **XII. REGULAR AUDITS**

The Borough will conduct regular internal and external audits to ensure compliance with this policy and identify any irregularities or discrepancies.

## **XIII. EFFECTIVE DATE**

This policy is effective upon approval by the Borough Council and may be amended as necessary.



**MEMORANDUM**

**Date:** February 26, 2024

**To:** Borough of Dormont

**From:** Benjamin Estell

**Subject:** Motion to Accept the Recommendation of Sanitary Sewer Engineer Wayne McVicar to Accept the COSTARS Contract Proposal (COSTARS-16 Water & Wastewater Treatment Plants - Components/Equipment & Services) from Insight Pipe for the 2024 Annual CIPP Lining Contract for a Total of \$102,294.00

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**ATTACHMENTS:**

[ROB COSTARS ANNUAL 2024 CIPP .pdf](#)  
[2024 ANNUAL CIPP BID TAB 2-22-2024.pdf](#)  
[Costar Contract No. 016.pdf](#)



## MEMORANDUM

**Date:** **February 23, 2024**

**To:** **Benjamin Estell, Borough Manager**

**CC:** **Krista Watt, Assistant Borough Manager**

**From:** **Wayne R. McVicar, P.E., Borough Engineer** **WRM**

**Subject:** **RECOMMENDATION OF AWARD  
2024 ANNUAL CURED-IN-PLACE PIPE LINING CONTRACT**

On February 8, 2024, a proposal was requested from Insight Pipe Contracting, LP, under Costars, for the above captioned project. On February 22, 2024, the Borough received a proposal from Insight Pipe Contracting, LP. A bid tabulation has been prepared and is enclosed for your use. The following is an analysis of the bid received:

	<u>PROPOSAL</u>	<u>AMOUNT</u>
<b>Insight Pipe Contracting, LP</b> 232 East Lancaster Road Harmony, Pa 16037		<b>\$ 102,294.00</b>

My review of the proposal indicates that all totals are mathematically correct and reasonable. The unit pricing has increased since last year's CIPP project but in accordance with the CoStars contract.

### Recommendation:

Insight Pipe Contracting, LP, has completed a substantial amount of work in the Pittsburgh area, including Dormont. In the last 8 years Insight Pipe Contracting, LP, completed 7 of the 8 annual lining contracts issued by the Borough along with most of the GROW projects. For the contracts they completed, projects were completed on time, without issues and completed under budget. I find their pricing to be fair and their work to be satisfactory and professional. I therefore recommend, based upon CoStars pricing, award of the **2024 Annual Cured-In-Place Pipe Lining Contract** to **Insight Pipe Contracting, LP** for the proposal amount of **\$102,294.00**.

**Borough of Dormont**  
**2024 ANNUAL CIPP LINING CONTRACT**  
**TABULATION OF COSTARS BIDS RECEIVED**  
**DATE: FEBRUARY 23, 2024**

Insite Pipe Contracting, LP  
232 East Lancaster Road  
Harmony, Pa 16037

#	ITEM	QUANTITY & UNITS	MINIMUM PRICE	UNIT PRICE	TOTAL
1	Mobilization & Demobilization, complete in place.	1 LS		\$900.00	\$900.00
2	Traffic Control and Resident Notification, complete in place.	1 LS		\$4,000.00	\$4,000.00
3	Sanitary Sewer Heavy Cleaning (8"-15"), complete in place.	900 LF		\$4.80	\$4,320.00
4	Re-installation of tap factory active & tap break-in active lateral connections, complete in place.	55 EA		\$140.00	\$7,700.00
5	Trimming of tap break-in active & tap break-in intruding lateral connections, complete in place.	13 EA		\$500.00	\$6,500.00
6	Price for 8" lining material under Costars program.	1,090 LF		\$12.30	\$13,407.00
7	Installation of 8" manhole-to-manhole CIPP Liner including provision of by-pass pumping if required, complete in place.	1,090 LF		\$28.00	\$30,520.00
8	Price for 10" lining material under Costars program.	130 LF		\$16.80	\$2,184.00
9	Installation of 10" manhole-to-manhole CIPP Liner including provision of by-pass pumping if required, complete in place.	130 LF		\$40.00	\$5,200.00
8	Price for 12" lining material under Costars program.	430 LF		\$22.10	\$9,503.00
9	Installation of 12" manhole-to-manhole CIPP Liner including provision of by-pass pumping if required, complete in place.	430 LF		\$42.00	\$18,060.00
<b>CONTRACT TOTAL</b>					<b>\$102,294.00</b>

*Wayne R. McVicar*

2/23/2024

WAYNE R. MCVICAR, PE  
PA License No. PE-044085-R

DATE

## Overview of Contract

*Prior to utilizing a contract, the user should read the contract in its entirety.*

### DESCRIPTION

- The Department of General Services developed this contract for Water & Wastewater Treatment Plants - Components/Equipment & Services under DGS's COSTARS Program.
- Water & Wastewater Treatment Plants - Components/Equipment & Services includes Backflow Prevention; Blowers; Chemical Feed Components and Systems; Commutators; Construction and Maintenance Components and Equipment; Consulting Services; Corrosion Control/Cathodic Protection Equipment and Materials; Desalination Equipment; Design Services; Disinfection Equipment and Systems; Distribution System Equipment; Drain Line, Valving and Components; Engineering Services; Filtration Components; Grinders; Grit Removal Equipment; Hoppers/Waste Holding Tanks; Hydrant Accessories and Parts; Leak Detection Equipment; Line Inspection and Maintenance Equipment; Line Inspection Services; Meters; Monitoring Services; Motorized Components; Ozone Generation Equipment; Pipe; Pipeline Drilling and Tapping Equipment; Preventative Maintenance and Repair Services; Pumps; Safety Equipment; Sand/Coal Media/Support Gravel; Scrapers; Screens; Sludge Presses; Tanks; Valves; Well Systems and Equipment.
- A supplier may also choose to offer ancillary services such as Assembly/Installation/Construction Activities; Customization; Extended Warranty; Post Warranty Support and Maintenance Service; Special Delivery Arrangements; Training

CONTRACT INFO	
Contract Number & Title	COSTARS-16 Water & Wastewater Treatment Plants - Components/Equipment & Services
Number of Suppliers	149
Validity Period	10/01/2010 - 04/09/2025
DGS Point of Contact	Kathy Garman
Contact Phone #	717-346-4056
Email	<a href="mailto:katgarman@pa.gov">katgarman@pa.gov</a>

## PROCESS TO PURCHASE

- Shop around by clicking on a supplier contract number to review their offered products and pricing.
- Contact suppliers to review products and pricing in detail.
- Establish products and pricing. Choose a supplier.
- Order the products directly from the selected supplier using a purchase order. Include COSTARS Contract Number (COSTARS-16 ) and your COSTARS Member Name on purchase order.
- Send a request to DGS and the supplier to ask for addition of any missing manufacturers and/or products to the supplier's contract.

## DESCRIPTION

- Because of the multiple award nature, you may see that prices vary greatly among suppliers. DGS encourages you to comparison shop.
- DGS encourages suppliers to offer quantity discounts. Some suppliers offer quantity discounts in their public pricing, while others ask that you contact them for a quote.
- COSTARS members may purchase jointly to mutually benefit from the quantity discounts.
- Offered products and pricing are updated Quarterly
- Members are encouraged to negotiate lower prices. Please keep DGS informed so that we may share your success stories with all of the COSTARS membership.

**BIDDER/CONTRACTOR DATA**

<b>BIDDER/CONTRACTOR'S LEGAL NAME:</b>	INSIGHT PIPE CONTRACTING LLC
<b>Bidder Address:</b>	232 E LANCASTER RD
<b>County Located In:</b>	HARMONY, PA 16037
<b>Vendor Number</b>	Butler 523418
<b>DGS Self-Certified Small Business (SB)</b>	SB
<b>Primary POC regarding IFB/Contract:</b>	LAUREN NIZIOL
<b>Secondary POC regarding IFB/Contract:</b>	
<b>Phone Number:</b>	724-452-6060
<b>Fax Number:</b>	724-452-3226
<b>Email Address:</b>	LAUREN.NIZIOL@INSIGHTPIPE.COM
<b>Company's General Website Address:</b>	
<b>SEND PURCHASE ORDER(S) TO NAME:</b>	INSIGHT PIPE CONTRACTING LLC
<b>D/B/A Name, If Applicable</b>	
<b>Bidder Address:</b>	232 E LANCASTER RD
<b>County Located In:</b>	HARMONY, PA 16037
<b>Hours of Operation:</b>	Butler M - F 8:30 a.m. - 4:30 p.m.
<b>POC regarding Purchase Order(s):</b>	Lauren Niziol
<b>Phone Number:</b>	724-452-6060
<b>Fax Number:</b>	724-452-3226
<b>Email Address:</b>	lauren.niziol@insightpipe.com

<b>SEND PAYMENT(S) TO NAME:</b>	INSIGHT PIPE CONTRACTING LLC
<b>D/B/A Name, if Applicable</b>	
<b>Bidder Address:</b>	232 E LANCASTER RD  HARMONY, PA 16037
<b>POC regarding Payment(s):</b>	John Lang
<b>Phone Number:</b>	724-452-6060
<b>Fax Number:</b>	724-452-3226
<b>Email Address:</b>	john.lang@INSIGHTPIPE.COM

## QUESTIONS

BIDDER/CONTRACTOR'S LEGAL NAME:

INSIGHT PIPE CONTRACTING LLC

Question	Yes	No	Explanation
1) Does the Bidder-Contractor have any minimum order requirements? If yes, please explain.	X		
2) Is the Bidder-Contractor quoting shipping costs as a separate line item?	X		
3) Is the Bidder-Contractor including shipping costs in its pricing? If not applicable, select No.	X		
4) Does the Bidder-Contractor offer any pricing incentive (s)? If yes, what are the incentives.	X		
5) Does the Bidder-Contractor offer any prompt payment discount(s)? If yes, what are the discounts.	X		
6) Does the Bidder-Contractor accept credit card(s) as a method of payment from any Purchaser? If yes, please specify the particular type(s) of card(s) accepted.	X		Visa, Mastercard
7) Does the Bidder-Contractor charge any fee(s) to the Purchaser for payment(s) made by credit card? If yes, what are the fees.	X		3% Fee
8) Does the Bidder-Contractor charge any late fee(s) to the Purchaser for payment not made in accordance with the Terms and Conditions? If yes, what are the fees.	X		1.5%
9) After notification of contract award, is the Bidder-Contractor willing to further negotiate pricing with COSTARS member?	X		
10) Does the Bidder-Contractor offer lease and installment purchases?	X		
11) Is the Bidder-Contractor going to provide a dedicated COSTARS website for Purchasers (see the Standard Terms and Conditions)? If yes, and if known, please provide URL address.	X		

<b>SERVICE AREA</b>	<b>BIDDER/CONTRACTOR'S LEGAL NAME:</b>	<b>INSIGHT PIPE CONTRACTING LLC</b>
Adams	Lancaster	Lawrence
Lebanon	Lehigh	Luzerne
Lycoming	McKean	Mercer
Mifflin	Monroe	Montgomery
Montour	Northampton	Northumberland
Lackawanna	Perry	Pike
Potter	Schuylkill	Snyder
Somerset	Sullivan	Susquehanna
Tioga	Union	Union
Warren	Washington	Wayne
Westmoreland	Philadelphia	Wyoming
Juniata	Indiana	Allegheny
Armstrong	Beaver	Bedford
Berks	Blair	Bradford
Bucks	Butler	Cambridg
Cameron	Carbon	Centre
Chester	Jefferson	Clarion
Clinton	Columbia	Crawford
Cumberland	Dauphin	Delaware
Elk	Erie	Fayette
Forest	Franklin	Fulton
Greene	Huntingdon	Clearfield
York		

BIDDER/CONTRACTOR'S LEGAL NAME:	INSIGHT PIPE CONTRACTING LLC
<b>Ancillary Service</b>	<b>Pricing</b>
Assembly/Installation/Construction Activities	Price Negotiable
Customization	Price Negotiable

**BID Document****COSTARS-16 Water & Wastewater Treatment Plants - Components/Equipment & Services**

Manufacturer	Category	File Location
Premier-Pipe USA	Line Inspection Services	
	Pipe	
	Custom List(a subset of manufacturer's items that are available under this COSTARS Contract)	<a href="#">051023.costar.pricing.lining.pdf</a>
	Volume Pricing	
	Catalog or Price List Name	Custom Price List
	Class of Purchaser	All
	State/Country of Manufacture	OHIO
	Notes	


**INSIGHT PIPE CONTRACTING, LLC**

**PROJECT: COSTARS-16 Bid Submittal 5/10/2023**
**SCHEDULE OF: PRODUCT PRICING FOR PREMIER PIPE™  
CURED-IN-PLACE PIPE (CIPP)**

<b>Liner</b>	<b>Unit</b>	<b>Pricing Unit</b>	<b>Price</b>
8" x 4.5 mm	Linear Foot	Per Foot	\$ 12.30
10" x 6 mm	Linear Foot	Per Foot	\$ 16.80
12" x 6 mm	Linear Foot	Per Foot	\$ 22.10
15" x 7.5 mm	Linear Foot	Per Foot	\$ 31.80
18" x 7.5 mm	Linear Foot	Per Foot	\$ 37.25
21" x 9 mm	Linear Foot	Per Foot	\$ 49.30
24" x 10.5 mm	Linear Foot	Per Foot	\$ 62.90
30" x 13.5 mm	Linear Foot	Per Foot	\$ 96.40
36" x 16.5 mm	Linear Foot	Per Foot	\$ 133.05
42" x 21 mm	Linear Foot	Per Foot	\$ 198.80
48" x 21 mm	Linear Foot	Per Foot	\$ 225.65
Delivery & Installation at a Negotiated Price			
Increase or Decrease in Liner Thickness at Negotiated Price			

**SCHEDULE OF: PRODUCT PRICING FOR Lateral Liners CURED-  
IN-PLACE PIPE (Mainline/Lateral Interface Liner Material)**

<b>Liner</b>	<b>Unit</b>	<b>Pricing Unit</b>	<b>Price</b>
8" by 4"/6" by 2 LF	EACH	EACH	\$ 995.00
Delivery & Installation at a Negotiated Price			
Increase or Decrease in Length of Lateral and/or Diameter of Main Line at Negotiated Price			

**SCHEDULE OF: PRODUCT PRICING FOR Vac-A-Tees (Lateral  
and Cleanout Interface Material)**

<b>Liner</b>	<b>Unit</b>	<b>Pricing Unit</b>	<b>Price</b>
4"/6" VAC-A-TEES	EACH	EACH	\$ 850.00
Delivery & Installation at a Negotiated Price			
Type of Backfill, Lateral Cap, and Restoration at Negotiated Price			



**MEMORANDUM**

**Date:** February 26, 2024

**To:** Borough of Dormont

**From:** Benjamin Estell

**Subject:** Motion to Accept the Resignation of Councilperson Alvaro Varela Effective Immediately and Thanking Him for His Service to the Community

---

**ATTACHMENTS:**

[Alvaro Varela resignation 2-24-2024.pdf](#)

Alvaro A. Varela III  
3115 Wainbell Ave.  
Pittsburgh, PA 15216  
504-723-7372  
alvaro.varela.iii@gmail.com

February 23, 2024

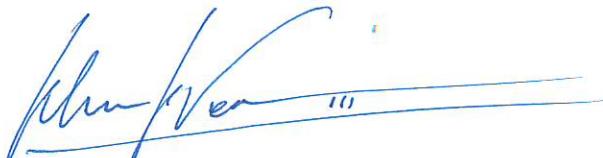
Benjamin Estell, Borough Manager;  
Members of Dormont Council  
1444 Hillsdale Ave  
Pittsburgh, PA 15216  
412-561-8900

Dear Borough Manager Estell and Members of Dormont Council,

Please accept my resignation from Dormont Council effective February 23, 2024. My continued and increasingly demanding professional responsibilities as well as unforeseen events in my personal life have left me with very little bandwidth to be effective in my role as council member.

Thank you for understanding.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alvaro A. Varela III". The signature is fluid and cursive, with a horizontal line underneath it.

Alvaro A. Varela III



**MEMORANDUM**

**Date:** February 26, 2024

**To:** Borough of Dormont

**From:** Benjamin Estell

**Subject:** Motion to Adopt Resolution 6, 2024, A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, REQUIRING MEMBERS OF THE DORMONT RECREATION BOARD TO OBTAIN CLEARANCES AS PART OF THE PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES KEEP KIDS SAFE PROGRAM.

---

**ATTACHMENTS:**

[Resolution 6, 2024 Rec Board Clearances.pdf](#)

## RESOLUTION 6, 2024

### **A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, REQUIRING MEMBERS OF THE DORMONT RECREATION BOARD TO OBTAIN CLEARANCES AS PART OF THE PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES KEEP KIDS SAFE PROGRAM.**

**WHEREAS**, the Borough of Dormont's Recreation Board creates and manages multiple recreational opportunities for children in the community; and

**WHEREAS**, the Borough of Dormont is dedicated to the safety of those who take part in community events; and

**WHEREAS**, the Borough of Dormont desires to take part in the Pennsylvania Department of Human Services Keep Kids Safe Program;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Dormont, Allegheny County Pennsylvania, in meeting assembled, and it is hereby resolved by the authority of the same, that the Borough of Dormont will require all current and future members of the Recreation Board to obtain all necessary clearances for the Pennsylvania Department of Human Services Keep Kids Safe Program; and

**BE IT FURTHER RESOLVED** that all future candidates for appointment to the Recreation Board shall receive said clearances prior to their official appointment by Borough Council; and

**BE IT FURTHER RESOLVED** that all Recreation Board members will follow any updated schedule of clearances, or obtain new ones, based on future changes to the Keep Kids Safe Program; and

**BE IT FURTHER RESOLVED** that the Borough of Dormont will cover any fees of current or future Recreation Board members, including potential appointees, for any clearances as part of the Keep Kids Safe Program.

Adopted this 4<sup>th</sup> Day of March, 2024.

ATTEST:

Borough Manager  
Benjamin Estell

BOROUGH OF DORMONT COUNCIL:

Council President  
Jennifer Mazzocco



**MEMORANDUM**

**Date:** February 26, 2024

**To:** Borough of Dormont

**From:** Benjamin Estell

**Subject:** Motion to Adopt Resolution 7, 2024, A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE AGREEMENT WITH THE SOUTH HILLS AREA COUNCIL OF GOVERNMENTS AND ASSOCIATED MUNICIPALITIES FOR THE SEWER VACTOR AND CAMERA PROGRAM

---

**ATTACHMENTS:**

[Resolution 7, 2024 SHACOG Vactor Amendment.pdf](#)

**RESOLUTION 7, 2024**

**A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH  
OF PENNSYLVANIA, AMENDING THE AGREEMENT WITH THE SOUTH HILLS AREA COUNCIL OF  
GOVERNMENTS AND ASSOCIATED MUNICIPALITIES FOR THE SEWER VACTOR AND CAMERA PROGRAM**

## FIRST AMENDMENT

**THIS FIRST AMENDMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024, to the  
Agreement made the 18<sup>th</sup> day of August in the year 2022,

### BY AND BETWEEN

Township of Baldwin 10 Community Park Drive Pittsburgh, PA 15234	Borough of Dormont 1444 Hillsdale Avenue Pittsburgh, PA 15216
Borough of Heidelberg 1631 East Railroad Street Heidelberg, PA 15106	Borough of Mt. Oliver 150 Brownsville Road Pittsburgh, PA 15210
Borough of Pleasant Hills 410 East Bruceton Road Pittsburgh, PA 15236	Township of Scott 301 Lindsay Road Carnegie, PA 15106
Township of South Park 2675 Brownsville Road South Park, PA 15129	Borough of Whitehall 100 Borough Park Drive Pittsburgh, PA 15236

hereinafter referred to as "Municipalities," and

South Hills Area Council of Governments  
2600 Old Greentree Road  
Carnegie, PA 15106

hereinafter referred to as "SHACOG."

**WHEREAS**, Municipalities entered into an Agreement (referred to as "Agreement" hereinafter) with SHACOG for the purchase of a new sewer cleaner (referred to as "vactor" hereinafter), the proposed financing arrangement, including a loan to the Sewer Vactor and Camera Program (referred to as "program" hereinafter) from SHACOG for that purchase, and the additional fee required to both support that purchase and repay the loan; and

**WHEREAS**, the additional fee required by the Agreement to both support the purchase and repay the loan is to be in effect for calendar years 2023, 2024, 2025, 2026 and 2027; and

**WHEREAS**, Municipalities agreed to participate in the vactor portion of the program for a period of five (5) years, said period commencing January 1, 2023 and ending December 31, 2027; and

**WHEREAS**, SHACOG purchased the vactor and placed it into service in 2023 for the 2023 vactor portion of the program season; and

**WHEREAS**, Municipalities paid the additional fee for the aforementioned 2023 program season; and

**WHEREAS**, subsequent to the purchase and placement of the vactor into service, additional grant funding was secured for the vactor purchase; and

**WHEREAS**, that additional grant funding allows for the repayment in full to SHACOG of the loan it made to the program for the vactor purchase; and

**WHEREAS**, repayment of the loan from SHACOG from that additional grant funding negates the need for the additional fee intended to repay that loan; and

**WHEREAS**, to eliminate that additional fee the original financing arrangement contained in the Agreement for the purchase of the vactor must be amended.

**NOW, THEREFORE**, in consideration of the mutual covenants contained hereinafter and intending to be legally bound hereby, Municipalities and SHACOG mutually agree as follows:

1. The recitals and preamble are incorporated into the First Amendment as if the same were set forth fully at length and such will become an integral part of this First Amendment.
2. The additional fee in the amount of \$825.00 per week of vactor use established to repay SHACOG for the loan it made to the program is hereby eliminated for the years 2024, 2025, 2026 and 2027.
3. The aforesaid additional fee in the amount of \$825.00 per week of vactor use paid by the Municipalities for the year 2023 is to be refunded to Municipalities.
4. All other terms and conditions of the original agreement shall remain in full force and effect and binding on all parties for the original term.

**IN WITNESS, WHEREOF**, the parties hereto have individually executed by separate counterparts this First Amendment, which has been duly authorized by their respective governing bodies.

**ATTEST:**

South Hills Area Council of Governments

---

Stanley Louis Gorski  
Secretary

---

Joseph A. Consolmagno  
President

**ATTEST:**

Borough of Dormont

---

Secretary

By: \_\_\_\_\_

Title: \_\_\_\_\_



**MEMORANDUM**

**Date:** February 26, 2024

**To:** Borough of Dormont

**From:** Benjamin Estell

**Subject:** Potential Park/Playground Grant Resolutions

---



## MEMORANDUM

**Date:** February 26, 2024

**To:** Borough of Dormont

**From:** Benjamin Estell

**Subject:** Motion to Authorize the Borough Manager to Approve the Right-of-Way Agreement and Supplemental Agreement with Columbia Gas for Relocation of Gas Regulating Building in Dormont Park

---

### ATTACHMENTS:

[Dormont Reg.docx](#)  
[Park Supplental Agreement.docx](#)  
[DOC.pdf](#)  
[3815.23.25-EX01-Exhibits-Borough Sealed.pdf](#)

Parcel ID No.: 0063-P-00175-0000 Control No. N/A Location: Regulator Dormont Park	Land Record No.: Job Order No23-0229887-00
---	---

### **RIGHT-OF-WAY**

**THIS RIGHT-OF-WAY AGREEMENT** (“Agreement”) is made by and between **BOROUGH OF DORMONT**, with a mailing address of 1444 Hillsdale Avenue, Pittsburgh, PA 15216-2091 (“Grantor”, whether singular or plural) and **COLUMBIA GAS OF PENNSYLVANIA, INC.**, a Pennsylvania corporation, with principal offices at 121 Champion Way, Suite 100, Canonsburg, PA 15317 (“Grantee”).

**GRANT.** In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the right to:

1. an exclusive easement to construct, operate, maintain, replace, repair, alter the size, upgrade, and remove or abandon in place, all such pipelines, regulating, measuring, heating and other equipment of a similar nature that Grantee may use in connection with transporting and distributing gas and/or any other similar substance or substances that can be transported through pipelines, together with suitable structures to protect the aforesaid facilities (the “Exclusive Easement”);
2. an easement to construct, operate, maintain, replace, repair, alter the size, upgrade, and remove or abandon in place, pipelines and appurtenant equipment, together with valves, service lines and connections and lateral lines and connections for transporting gas with associated products, or other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, cathodic protection (the “Pipeline Easement”);
3. an easement to construct, operate, maintain, replace, repair, alter the size, upgrade, and remove or abandon in place, an access road for ingress to and egress from the Exclusive Easement and Pipeline Easement (the “Access Easement”), together with the right of ingress and egress by means of existing or future roads and other reasonable routes on the Premises (defined below);
4. construct, operate, maintain, replace, repair, alter the size, upgrade, and remove or abandon in place: (a) an underground deep well anode ground bed and/or a linear anode ground bed; (b) an above ground rectifier; (c) underground and/or above ground electric and telecommunication lines, poles and necessary guys, or other supports, and attachments; (d) other related and incidental equipment and electric and telecommunication lines

Grantee may use for the purpose of controlling electrolysis on its pipelines; and (e) a suitable structure to protect same within the Easement Areas (defined below);

5. perform pre-construction work; and

6. exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to (a) clear the Easement Areas (defined below) of all dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, unapproved utility installations, or any other obstruction of any kind, and (b) clear, cut, trim and remove any and all vegetation, trees, and brush and overhanging branches from the Easement Areas (defined below) by various means ((a) and (b) together shall collectively be known as "Encroachments")

on, under, across and through Grantor's property situated in Dormont Borough, Allegheny County, Pennsylvania, containing 21.973 acres, more or less, and more particularly described in Deed Book 2086, Page 476, dated July 6, 1921, as recorded in the Office of Recorder of Deeds, Butler County, Pennsylvania on June 24, 1922 (hereinafter referred to as "Premises").

***The Exclusive Easement, Pipeline Easement, and Access Easement shall be located as shown on Exhibit A attached hereto and made a part hereof (collectively, the "Easement Areas").***

In addition to the Easement Areas, Grantor grants Grantee a Temporary Construction Easement ten (10) feet on all sides of and adjoining the Easement Areas, for the purpose of enabling Grantee to initially construct the aforementioned facilities or to later relocate and/or maintain the facilities, and to conduct all activities permitted hereunder and incident hereto, including restoration or clean-up activities.

Grantor may use and enjoy the Pipeline Easement and Access Easement, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Agreement. Grantor shall not construct or permit to be constructed or place any Encroachment on or over the Easement Areas that will, in any way, interfere with the use and enjoyment of the Easement Areas by Grantee. Grantor shall not change the depth of cover in the Easement Areas; conduct grading operations within the Easement Areas; permit the dumping of refuse or waste in the Easement Areas; nor operate heavy machinery or equipment in the Easement Areas except as may be consented to in writing by Grantee.

Grantee shall replace and restore any area on the Premises disturbed by Grantee's laying, construction, operation and replacement of said facilities to as near as practical to the Premises' original condition, except as provided herein. Grantor and Grantee agree that any damage to the Premises outside of the Easement Areas that cannot be agreed upon by the Grantor and Grantee shall be submitted to a mutually agreed upon Mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge: (a) no pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) neither the Premises, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Areas for Grantee's intended use; and (c) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has informed Grantee, prior to the execution of the Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Areas.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of Grantee or its representatives and contractors, Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Premises.

Grantor will execute and deliver to Grantee such documents and will take such further action as may be reasonably requested by Grantee to carry out the purposes of this Agreement, including, but not limited to, any permit applications, zoning applications, request for special use permits or any other document or form that may be required by any governmental agency or other entity for Grantee's proposed use of the Easement Areas.

The rights, privileges and terms hereby shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors and assigns. Grantee shall have the right, in its sole discretion, to assign or grant a sub-easement for all or any part of the rights and privileges set forth in this Agreement relating to the Easement Areas and ingress and egress thereto.

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.)

*(Remainder of page intentionally left blank. Signature page to follow.)*

IN WITNESS WHEREOF, intending to be legally bound hereby, Grantor has executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR: BOROUGH OF DORMONT**

---

(WITNESS)

Mayor, Borough of Dormont

COMMONWEALTH OF PENNSYLVANIA)

) SS.

COUNTY OF ALLEGHENY )

On this, the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the Mayor of **BOROUGH OF DORMONT**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

---

Notary Public

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, intending to be legally bound hereby, Grantor has executed this Agreement this    day of                   , 2024.

**GRANTOR: BOROUGH OF DORMONT**

---

(WITNESS)

Council President, Borough of Dormont

COMMONWEALTH OF PENNSYLVANIA)

) SS.

COUNTY OF ALLEGHENY )

On this, the    day of                   , 2024, before me, the undersigned officer, personally appeared                                   , who acknowledged himself to be the Council President of **BOROUGH OF DORMONT**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

---

Notary Public

My commission expires: \_\_\_\_\_

**SUPPLEMENTAL AGREEMENT**

Dormont Borough  
1444 Hillsdale Avenue  
Dormont, PA 15216

**Re: Job Order No. 23-0229887-00 – Pipeline & Regulator Relocation Project**

Dear Dormont Borough:

This Supplemental Agreement outlines any and all special conditions in regard to the right-of-way granted by Dormont Borough to Columbia Gas of Pennsylvania, Inc. (“Columbia”) on its land situated in Dormont Borough, Allegheny County, Pennsylvania, also known as Parcel ID No. 0063-P-00175-0000-00. This Supplemental Agreement, as a confidential agreement, shall not be disclosed or caused to be disclosed to unrelated third-parties other than as required by Law **or** to consult with their legal, tax, financial, and accounting advisors in furtherance of the business herein and, **in no event**, shall this document be recorded.

1. Columbia will place concrete block building up with stone veneer to match the park setting. Any doors used should appear to resemble wood if metal doors are used.
2. Borough of Dormont reserves the right to review proposed building plans to confirm aesthetics prior to finalization of the Easement and Supplemental Agreements.
3. Columbia will release all easements for pipelines and all above ground facilities by the end of the year 2027 if not sooner.
4. Columbia will provide a concrete sidewalk to the regulator building.
5. Columbia will restore the property the same or better at the time of the start of construction.

The parties hereunto set their hands and seals this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**COLUMBIA GAS OF PENNSYLVANIA, INC.**

---

W. Douglas Baird, Senior Land Agent

## **DORMONT BOROUGH**

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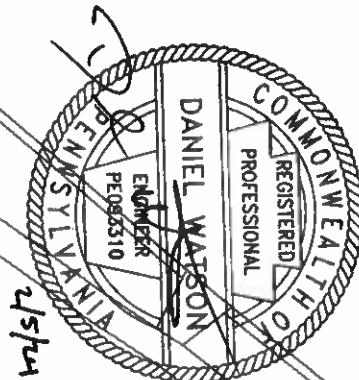
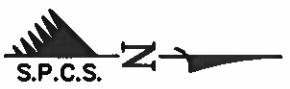
Name:

Title:

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Name:

Title:



Exclusive Easement					
Ln #/Cur #	Radius	Bearing/Delta	Distance	Chord	Distance
C1	380.00'	Δ 42°32'24"	30.11'	N 52°50'06" W	30.10'
L2		S 42°34'33" W	15.10'		
L3		S 42°34'33" W	25.00'		
L4		N 47°25'27" W	25.00'		
L5		N 42°34'33" E	25.00'		
L6		S 47°25'27" E	25.00'		

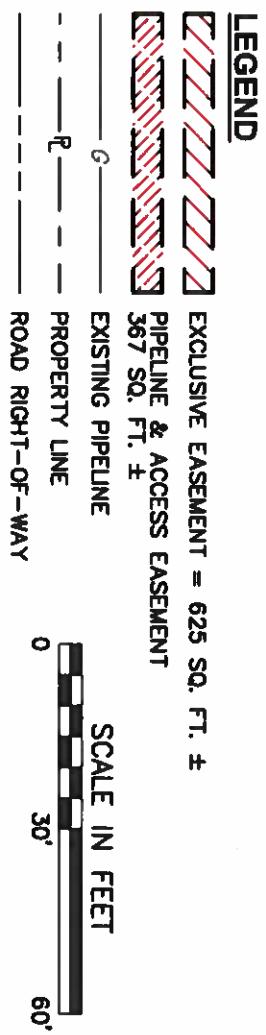
#### Pipeline & Access Easement

Ln #/Cur #	Radius	Bearing/Delta	Distance	Chord	Distance
C1	380.00'	Δ 42°32'24"	30.11'	N 52°50'06" W	30.10'
L2		S 42°34'33" W	15.10'		
L3		S 42°34'33" W	25.00'		
L4		N 47°25'27" W	25.00'		
L5		N 42°34'33" E	25.00'		
L6		S 47°25'27" E	25.00'		

#### COLUMBIA GAS OF PENNSYLVANIA, INC.

#### EXHIBIT A

1. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.
2. PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 1983, (2011)



NOTES:

1. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.
2. PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 1983, (2011)

#### DORMONT BOROUGH, ALLEGHENY COUNTY, PENNSYLVANIA

DATE: 12/15/2023

**KEYSTONE**  
A G L S C O M P A N Y  
32 EAST MAIN STREET, CARNEGIE, PA 15106  
Ph: (412) 278-2100 Fax: (304) 443-3984  
[www.Keystoneconsultants.net](http://www.Keystoneconsultants.net)

Exclusive Easement					
Ln #/Cur #	Radius	Bearing/Delta	Distance	Chord	Distance
C1	380.00'	Δ 4°32'24"	30.11'	N 52°50'06" W	30.10'
L2		S 42°34'33" W	15.10'		
L3		S 42°34'33" W	25.00'		
L4		N 47°25'27" W	25.00'		
L5		N 42°34'33" E	25.00'		
L6		S 47°25'27" E	25.00'		

Pipeline & Access Easement					
Ln #/Cur #	Radius	Bearing/Delta	Distance	Chord	Distance
C1	380.00'	Δ 4°32'24"	30.11'	N 52°50'06" W	30.10'
L2		S 42°34'33" W	15.10'		
L7		N 47°25'27" W	25.00'		
L8		N 42°34'33" E	14.55'		
C9	380.00'	Δ 3°46'16"	25.01'	S 48°40'46" E	25.01'

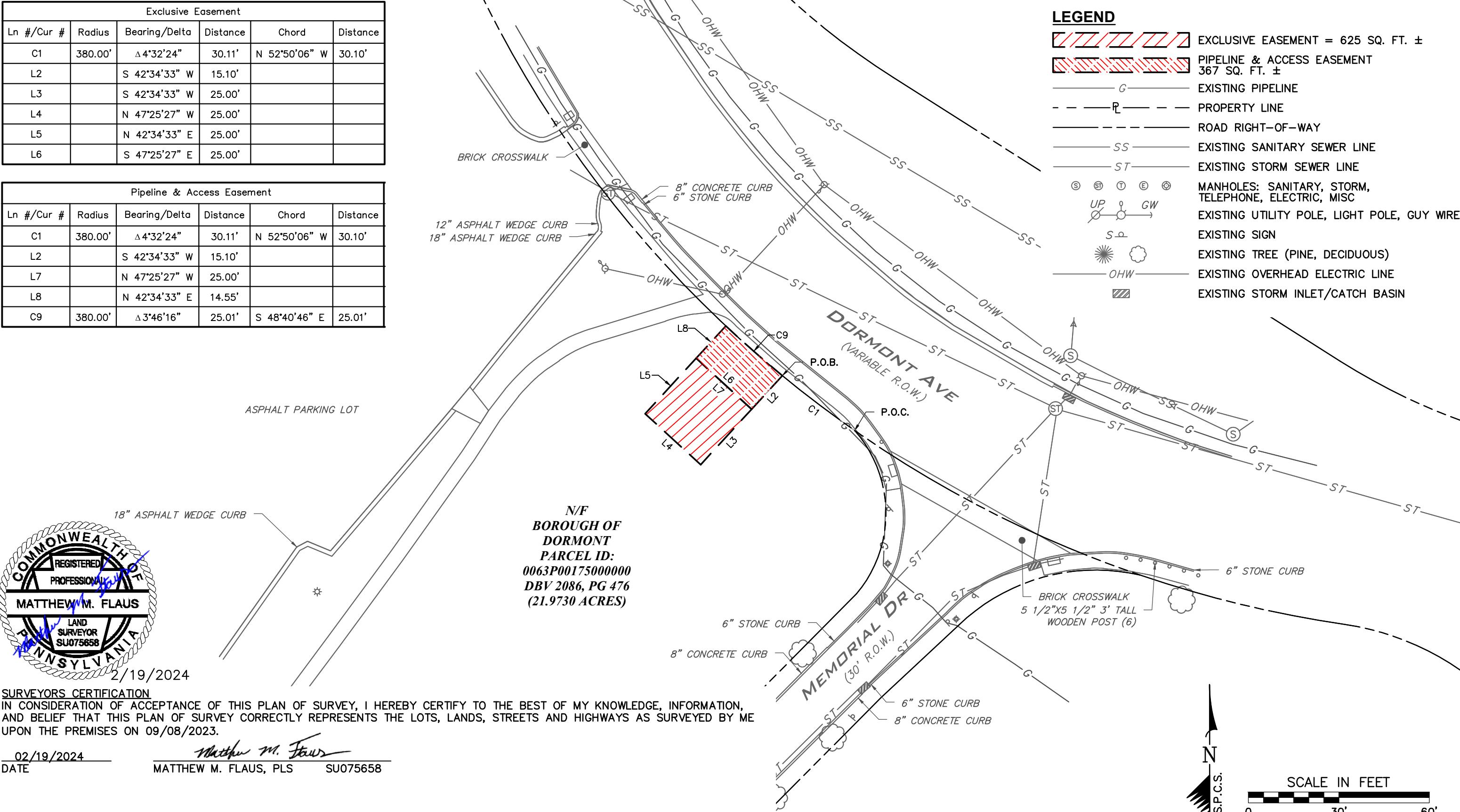


## SURVEYORS CERTIFICATION

IN CONSIDERATION OF ACCEPTANCE OF THIS PLAN OF SURVEY, I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THAT THIS PLAN OF SURVEY CORRECTLY REPRESENTS THE LOTS, LANDS, STREETS AND HIGHWAYS AS SURVEYED BY ME UPON THE PREMISES ON 09/08/2023.

02/19/2024  
DATE

Matthew M. Flaus, PLS  
SU075658



## NOTES:

1. BASIS OF BEARING: PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 1983. (2011)
2. THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN PHYSICALLY LOCATED BY THE SURVEYOR FROM FIELD SURVEYS PERFORMED ON 08/28/2023 AND 08/31/2023 AS PER PA ONE CALL MARKINGS AND MAPS PROVIDED BY UTILITY COMPANIES. KEYSTONE CONSULTANTS, LLC MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRIZE ALL SUCH UTILITIES IN THE AREA, EITHER ABANDONED OR IN SERVICE. KEYSTONE CONSULTANTS, LLC DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THEY ARE SHOWN AS ACCURATELY AS POSSIBLE FROM ALL THE INFORMATION AVAILABLE.

COLUMBIA GAS OF PENNSYLVANIA, INC.

## EXHIBIT A

DORMONT BOROUGH, ALLEGHENY COUNTY, PENNSYLVANIA  
DATE: 02/19/2024

**KEYSTONE**  
A GLS COMPANY  
32 EAST MAIN STREET, CARNEGIE, PA 15106  
Ph: (412) 278-2100 Fax: (304) 443-3964  
www.keystoneconsultants.net



**MEMORANDUM**

**Date:** February 26, 2024

**To:** Borough of Dormont

**From:** Benjamin Estell

**Subject:** Consideration of Community Garden Permit

---

**ATTACHMENTS:**

[Community Garden Reservation Application 2024 Draft 2.22.2024.pdf](#)

**BOROUGH OF DORMONT**  
**PERMIT FOR RENTAL OF COMMUNITY GARDEN**  
**Local Non-Profits Only for Public Events**

Date Requested: \_\_\_\_\_ Hours: From \_\_\_\_\_ to \_\_\_\_\_

Organization: \_\_\_\_\_

Description of Function: \_\_\_\_\_

Number of Persons Expected: \_\_\_\_\_ Parking Lot Requested: Yes / No

\*\*\*\*\*

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: Day \_\_\_\_\_ Evening \_\_\_\_\_

\*Applicant agrees to be responsible for any damages to, or defacement of buildings, destruction of trees or shrubbery and conditions of the grounds upon leaving the park and/or recreation facility per Resolution No. 19-91. Applicant also agrees to Hold Harmless the Borough of Dormont, per attached Facilities Hold Harmless Agreement.

\*\*\*\*\*  
**RULES OF COMMUNITY GARDEN**

1. A permit needs to be secured. The rental fee is \$25 for the park and parking lot. The Community Garden can only be rented by non-profits for public events. Please make checks payable to the Borough of Dormont.

2. Events must be free and open to the public.

3. **If food truck will be at the event, you must follow the Mobile Vendor Ordinance.**

4. NO SMOKING! The carrying of any kind of lighted pipe, cigar, cigarette, electronic cigarette or any other lighted smoking equipment and any other use of tobacco products is STRICTLY PROHIBITED in the Borough of Dormont Public Parks and Recreational Areas.

5. **If applying for an Alcohol Permit (Ord. 1599), you must also provide proof of insurance.**

6. **Restrooms inside the Municipal Building may be used. Access to the Building is from 7am-8pm.**

7. Park must be vacated by 8pm.

8. Clean the garden and place all trash in the dumpster in the parking lot.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

BOROUGH OF DORMONT  
FACILITIES HOLD HARMLESS AGREEMENT

DATE \_\_\_\_\_

It is hereby understood and agreed that the Borough of Dormont will make available for recreational use park and/or other facilities and that I/we, the undersigned, acting on behalf of all participants, hold harmless the Borough of Dormont, its officials, agents, employees and volunteers, from and against all claims for injuries to our program participants or invited spectators resulting from the authorized use of these Borough facilities.

It is understood that I/we accept this condition in return for use of the park/recreational facilities or buildings on the days and times made available according to the Borough Manager.

All participants should be notified under the Political Subdivision Tort Claims Act (330-1978) and the Recreation Use of Land and Water Act. We agree to notify the parents or guardians of all minors that they and not the Borough of Dormont will be responsible for expenses for medical treatment resulting from participation in any program/activity for which we have requested this authorization.

In addition, persons requesting the use of parks for concession purposes shall provide to the Borough, certificates of product liability insurance insuring the Borough of Dormont and the program operators against damages arising from the sale of food products and providing defense coverage and costs as well.

\_\_\_\_\_  
Permittee



**MEMORANDUM**

**Date:** February 26, 2024

**To:** Borough of Dormont

**From:** Benjamin Estell

**Subject:** Mobile Vendor Policy - This item is just for collecting questions, so the administration can provide a new, refined policy option at a future meeting.

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**ATTACHMENTS:**

[ORD\\_1651\\_-\\_Mobile\\_Vehicular\\_Vendor\\_rev.02162024.pdf](#)

## ***ORDINANCE 1651***

### ***Mobile Vehicular Vendors***

#### **PERMIT REQUIRED.**

No person shall engage in the business of being a mobile vehicular vendor without first obtaining a permit.

#### **DEFINITIONS AND EXCEPTIONS.**

**MOBILE VEHICULAR VENDOR** as used herein includes any person, whether a resident of the Borough of Dormont or not who, sells or offers for sale goods, wares, merchandise, meats, fish, vegetables, fruits, garden truck, farm products, or provisions from an approved vending vehicle that shall not remain at any one (1) location for a period greater than six (6) hours.

#### **INFORMATION REQUIRED.**

The following information is required to obtain a mobile vehicular vendor permit:

- (a) A description of the nature of the business and goods to be bought, sold or rented and the name, address and phone number of the applicant.
- (b) The name and contact information for the vendor.
- (c) The duration and hours of operation for which the right to do business is requested.
- (d) A description of any vehicle used and its license plate number.
- (e) Evidence that all required health licenses have been obtained.
- (f) Selection of an approved vending location(s).
- (g) A signed statement that the permittee shall hold harmless the Borough of Dormont, its officers and employees and shall indemnify the Borough of Dormont, its officers and employees for any claims or damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit. Permittee shall furnish and maintain such public liability, food products liability, and property damage insurance as will protect permittee and the Borough from all claims for damage to property or bodily injury, including death which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage for bodily injury for each person, for each occurrence and for property damage per occurrence. Vendors with employees are required to obtain workers compensation insurance. Vendors that use vehicles are required to obtain vehicle insurance. Such insurance shall be without prejudice to coverage otherwise existing therein, and shall name as additional insured the Borough of Dormont, its officers and employees, and shall further provide that the policy shall not terminate or be cancelled prior to the expiration date of the permit without thirty (30) days' written notice to the Borough Manager. Before conducting business at a location within the Borough, the permittee shall name as an additional insured on the policies of insurance hereinabove required the owner of the property abutting the space between the prolongations of the boundary lines of the location which run perpendicular to the curbline to the property line of the same side of the street.

## **LOUD NOISES, SPEAKING DEVICES, SIGNS, GOODS, SMOKE, STRONG ODORS AND DISPOSAL OF TRASH.**

- (a) No vendor, peddler, nor any person on his or her behalf, shall blow a horn, or use any device, except a ring of a bell, including any loud speaking radio or sound amplifying system upon any of the streets, alleys, parks or other public places of the Borough or upon any private premises in the Borough where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks or other public places, for the purpose of attracting attention to any goods, wares or merchandise which the licensee proposes to sell.
- (b) Vendors shall be permitted signs attached to their vehicle or vending unit in compliance with the then existing zoning ordinance regulating same. Signs may not be placed on walls or on the public right-of-way.
- (c) Vendors shall only be permitted to sell goods that can be contained on, in or under their vehicle or vending unit. The vehicle or vending unit shall be capable of mobility at all times. The size of the vending unit shall not be larger than eleven (11) feet high, twenty-four (24) feet long shall comply with all applicable Allegheny County Health Department regulations regarding smoke and odor control, and all food safety rules and regulations. This includes but is not limited to the definition of "Food."
- (d) The Borough Manager or their designee shall review and approve each vehicle or vending unit to be used by each permitted prior to the authorization and issuance of each vending license. A picture and the size of each vehicle or vending unit must be provided to the Borough Manager or their designee as part of the application process.
- (e) All vendors shall be accompanied by a metal or rigid plastic trash container(s) with a thirty-gallon combined minimum capacity if the vendor is selling a product that generates trash. In addition, vendors shall also be responsible for maintaining and cleaning a twenty-five-foot perimeter surrounding the designated location of the vending unit or vehicle.

## **PERMITTED LOCATIONS.**

- (a) Based upon sites reviewed and approved by the Borough Council, Manager, or their designee, they shall compile a list of permitted locations where the presence of vending units on the sidewalk, park or trail would be compatible with the public interest in use of parks, trails and street and sidewalk areas as public right-of-way. They may consider the width of the sidewalk; the proximity and location of existing street furniture, including but not limited to signposts, lamp posts, parking meters, bus shelters, benches, and newspaper vending devices; the presence of bus stops, truck loading zones, and taxi stands; pedestrian and vehicular traffic patterns; and other factors they deem relevant. They may modify the list as they deem necessary. The list shall also include a description of goods and merchandise that may and may not be sold or rented at a particular vending location.
- (b) No permitted location shall be used by a vendor selling an item like or similar to the primary items sold by another non-vendor business within one hundred (100) feet of the permitted location, unless otherwise permitted by the non-vendor business.
- (c) At the promulgation of Borough Council or staff, or at the urging of community or business organizations, vendor districts, areas within a particular and contiguous geographic area, may be established in which the particulars of this ordinance may be lifted or amended by Council resolution. At the time vendor districts are established representatives of merchants, community groups, and vendors will be called upon in order to give input regarding appropriate vending activities.
- (d) Mobile vehicular vendors may park their vehicles in on-street metered parking spaces for the purpose of vending, or place any materials in on-street metered parking spaces if they pay the meters. Additionally, if the mobile vehicular vendor takes up more than one (1) metered spot at a time (in areas without multi-space

meters), they must pay all meters occupied by their mobile vending vehicle. The vendor must follow all laws regarding metered parking and parking area time limits.

- (e) Mobile vehicular vendors located on private property, such as privately owned parking lots, do not need to obtain a mobile vending permit under this Section. However, these vehicular vendors must follow all other applicable laws to operate a business, including, but not limited to, securing an occupancy permit.

## **PERMIT APPLICATION AND DURATION.**

- (a) Permits shall be available year-round and valid for a period of one (1) year from the date of purchase and/or execution and may be renewed prior to expiration upon the payment of the permit fee, provided all the requirements of this Chapter are met. An option for a single use permit shall also exist and be valid for one day only.
- (b) The Borough Manager is authorized to promulgate at their discretion additional regulatory guidelines in order to effectuate this ordinance.

## **USE OF STREETS, PARKS AND TRAILS.**

- (a) No vehicular vendor shall be permitted in residential districts, unless otherwise allowed through a permitted event. In commercial districts, no vehicular vendor shall be permitted to operate between the hours of 12:00 a.m. and 7:00 a.m.
- (b) No vendor, whether licensed or not, shall use any public place to sell wares or in any other way obstruct, interfere with or prevent the free flow of pedestrian or vehicular traffic within the Borough, except during the hours of a Borough of Dormont permitted special event; and no vendor shall operate on any public right-of-way.
- (c) Vehicular vendors shall obtain a permit that shall be valid for one (1) year from the Borough of Dormont or a single use permit. The badge, license, or sticker shall be attached in a conspicuous location to the vendor's apparel or vehicle and visible to police officers, building inspectors, code enforcement officers, and the public as required.
- (d) No vendor shall be permitted to dispose of any debris or waste products generated from the operation of their business into Borough owned and maintained trash receptacles.
- (e) A mobile vehicular vendor may operate within a Borough park and/or parking lots adjacent to Borough parks. Vendors may only operate in conjunction with recreation rentals only and the named individual responsible for the rental is additionally responsible for the vendor obtaining this permit. Violation of obtaining this permit may affect the responsible party's ability to obtain future recreation rentals.

## **SEVERABILITY.**

The provisions of this Chapter shall be severable and, if any of the provisions hereof shall be held to be invalid or unenforceable, the remaining provisions of this Chapter shall remain in effect.

## **FEES FOR PERMIT**

The fees for a mobile vehicular vendor permit and fees related to said permit shall be due as prescribed by the fee schedule established annually by resolution by Borough Council.

**PENALTIES.**

Any person violating any provision of this Chapter shall, upon conviction thereof, be subject to a penalty up to.....