

August 1, 2023

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

**Re: Public Utility Municipal Contract – Agreement to Transfer Ownership of
Surveillance Camera between the City of Pittsburgh and the Pittsburgh Water and
Sewer Authority**

Dear Secretary Chiavetta:

Please be advised that the above-referenced Public Utility Municipal Contract (dated July 27, 2023) (“Agreement”) between The Pittsburgh Water and Sewer Authority (“PWSA”) and the City of Pittsburgh was filed with the Commission by PWSA on August 1, 2023.

Should you have any questions regarding the enclosed Public Utility Municipal Contract, please contact me at 412-255-2289.

Respectfully Submitted,

/s/ Monica Walaan

Monica Walaan

Pa. Attorney Id. # 318624

Enclosures

cc: Patrick Cicero, Esq., Office of Consumer Advocate
NazAarah Sabree, Office of Small Business Advocate
Richard Kanaski, PUC Bureau of Investigation and Enforcement

54569

AGREEMENT TO TRANSFER OWNERSHIP OF SURVEILLANCE CAMERA

BETWEEN

THE CITY OF PITTSBURGH

AND

THE PITTSBURGH WATER AND SEWER AUTHORITY

made this 7/27/2023

by and between

THE CITY OF PITTSBURGH a municipal corporation existing under the laws of the Commonwealth of Pennsylvania with offices at 414 Grant Street, Pittsburgh, PA 15219 (hereinafter “City”)

and

THE PITTSBURGH WATER AND SEWER AUTHORITY, a Pennsylvania Public Utility Commission regulated municipal authority of the Commonwealth of Pennsylvania, with principal offices located at 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222 (hereinafter “PWSA”).

(City and PWSA are sometimes referred to herein individually as “Party” and collectively as the “Parties”).

WHEREAS, PWSA wishes to transfer ownership, operation, maintenance and responsibility of the surveillance camera and associated components as identified in Exhibit A hereto, located at Washington Boulevard in the City of Pittsburgh near its intersection with Allegheny River Boulevard (the “Camera”); and

WHEREAS, City wishes to accept the PWSA’s transfer of the Camera by taking ownership, operation, maintenance, and responsibility thereof; and

NOW, THEREFORE, the Parties, in their mutual promises and covenants, agree as follows:

1. Preamble. The preamble hereto is incorporated by reference as if fully restated herein.
2. Transfer. The PWSA hereby agrees to transfer the Camera to the City in accordance with the terms of this Agreement. The City agrees to take ownership of the surveillance camera identified herein, including but not limited to all installation, operation, maintenance and monitoring responsibilities associated therewith. The PWSA will have no ongoing responsibilities associated with the existing surveillance camera or any replacement thereof. As between the Parties, the PWSA shall remain responsible for any liability or obligations associated with the Camera that occurred or arose prior to the transfer of the Camera to the City.

3. Representations of the PWSA. The PWSA represents and warrants that it has ownership of the Camera and is lawfully permitted to transfer the Camera to the City. The PWSA further represents that the Camera transferred will be as identified in Exhibit A. Upon transfer of the Camera to the City, PWSA shall have no ongoing liability or obligations associated with the Camera, except as set forth herein.
4. Termination. Any party hereto may terminate this Agreement if the other Party fails to perform the obligations as set forth in this Agreement or fails to comply with any applicable laws, including any federal, state, and/or local statutes, regulations and/or ordinances. In addition, the City may terminate this Agreement for any reason upon ten (10) days' written notice to the PWSA. Unless terminated by either party, this Agreement shall remain in effect for the term stated in this Agreement.
5. Term: This Agreement shall be in effect from the date of signature by parties and shall remain in effect until both Parties have completed the performance of their obligations under this Agreement, unless otherwise terminated as set forth in Section 4.
6. Independent Contractors. Notwithstanding anything contained herein, each of the parties hereto are and shall remain independent contractors and this Agreement shall not create any employment, agency, partnership, or co-venture relationship. The parties agree that no Party shall be responsible, in the whole or in part, for the acts of the employees, agents, and servants of the other Party, whether acting in conjunction or separately regarding the implementation of this Agreement.
7. Compliance with Laws. All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances, including those of the Commonwealth of Pennsylvania, County of Allegheny and the City of Pittsburgh, including full compliance with the City of Pittsburgh's Code, Title Six - Conduct, Article V-Discrimination and any amendments thereto. City shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder.
8. Severability. If any provision of the Agreement, or its applicability to any person, property, or circumstance is deemed invalid or unenforceable, the remainder of this Agreement shall remain in effect.
9. Entire Agreement and Agreement Interpretation. This Agreement constitutes the full and complete understanding and agreement between the parties. No provision of this Agreement shall be conveyed to create any rights in any third party not a party to this Agreement. This Agreement may only be altered in writing signed by the parties hereto. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder or in connection herewith shall be under the jurisdiction and venue of the Allegheny County Court of Common Pleas or the United States District Court for the Western District of Pennsylvania.
10. Effective Date. This Agreement shall be effective upon signature of all of the parties.
11. Authorization. The PWSA's authorization is conditioned upon the approval of this Agreement by the Pennsylvania Public Utilities Commission ("PUC"), if legally required; the PWSA agrees

that it will submit this Agreement for PUC review and/or approval, as the same may be legally required, within ten (10) days of the City of Pittsburgh's execution of this Agreement, and that PWSA will take all good-faith actions needed to obtain such approval from the PUC as promptly as possible. The Camera will not be transferred by the PWSA to the City until the PUC has completed its review and approval, if legally required, of this Agreement.

[THE REMAINDER OF THIS PAGE IS BLANK. SIGNATURE PAGE FOLLOWS.]

WHEREAS, the Parties have executed this Agreement intending to be legally bound hereby on the date and year first written above.

CITY OF PITTSBURGH:

DocuSigned by:
Ed Gaine
By: _____
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Mayor

DocuSigned by:
Joe C. B.
By: _____
B72408ED02A047C...
Director
Department of Public Safety

DocuSigned by:
Kristen Erickson
EXAMINED BY: _____
5845BD1DD281424...
Assistant City Solicitor

DocuSigned by:
Krysia Kubiak
APPROVED AS TO FORM: _____
AAC91100A3CF4BT...
City Solicitor

DocuSigned by:
Michael E. Lamb
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THE PITTSBURGH WATER AND SEWER AUTHORITY:

DocuSigned by:
William J. Pickering
By: _____
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Name: William J. Pickering

Title: Chief Executive Officer

Date: 7/24/2023

DocuSigned by:
Edward Barca
415E543AD9514E4...
PWSA Finance Director

APPROVED AS TO FORM:

DocuSigned by:

Megan Thiessen

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Legal Counsel for PWSA

EXHIBIT A

CAMERA

QTY	MODEL NUMBER	DESCRIPTION
1	10115505	CAMERA CAP - SBP-156HMW
1	1042833	WALL MOUNT - SBP-300WMW1
1	10102443	CAMERA - XNP-6400RW

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the foregoing Public Utility Municipal Contract – Agreement to Transfer Ownership of Surveillance Camera between the City of Pittsburgh and the Pittsburgh Water and Sewer Authority – upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email Only (due to the current pandemic emergency)

Patrick Cicero, Esq.
Office of Consumer Advocate
pcicero@paoca.org
ra-oca@paoca.org

Richard Kanaskie
Bureau of Investigation and Enforcement
rkanaskie@pa.gov

NazAarah Sabree
Office of Small Business Advocate
nsabree@pa.gov
ra-sba@pa.gov

Dated: August 1, 2023

/s/ Monica Walaan
Monica Walaan, Esq.
Chief Legal Officer for the
Pittsburgh Water and Sewer Authority