

*MWalaan@pgh2o.com
Direct Dial: 412.255.2289*

November 7, 2025

VIA ELECTRONIC FILING

Matt Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
Harrisburg, PA 17120

**Re: Public Utility Municipal Contract – Temporary Right of Entry and License
between the City of Pittsburgh and The Pittsburgh Water and Sewer Authority d/b/a
Pittsburgh Water related to the Sewer Replacement at Magee Park**

Dear Secretary Homsher:

Please be advised that the above-reference Public Utility Municipal Contract (dated November 6, 2025) (“Agreement”) between The Pittsburgh Water and Sewer Authority (“Pittsburgh Water”) and The City of Pittsburgh was filed with the Commission by Pittsburgh Water on November 7, 2025.

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

Very truly yours,

/s/ Monica Walaan
Monica Walaan, Esquire
PA Attorney ID. #318624

Enclosures

cc: Darryl Lawrence, Office of Consumer Advocate
NazAarah Sabree, Office of Small Business Advocate
Allison Kaster, Bureau of Investigation and Enforcement

**TEMPORARY RIGHT OF ENTRY AND LICENSE FROM THE CITY OF
PITTSBURGH TO THE PITTSBURGH WATER AND SEWER AUTHORITY FOR THE
PURPOSE OF SEWER REPLACEMENT AT MAGEE PARK**

MADE as of 11/6/2025 (the "Effective Date"), by and between the **CITY OF PITTSBURGH**, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania (hereinafter "CITY"),

AND

PITTSBURGH WATER & SEWER AUTHORITY, a water utility company with an address at 1200 Penn Ave, Pittsburgh, PA 15222 (hereinafter "PITTSBURGH WATER").

The CITY and PITTSBURGH WATER may be referred to together as the "Parties."

WITNESSETH:

WHEREAS, PITTSBURGH WATER seeks access to use CITY owned property to replace the sewer line ("Project") at Magee Park, located at 745 Greenfield Avenue, parcel ID 0054-R-00296-0000-00 being more particularly described in that certain Deed recorded at Deed Book Volume 2325 page 282 as well as Beechwood Boulevard, parcel ID 00294-0000-11 being more particularly described in that certain Deed Book Volume 2325 page 252 (collectively, the "Property"); and

WHEREAS, PITTSBURGH WATER has requested to enter into a temporary right of entry and license agreement to allow PITTSBURGH WATER access onto the Property to complete the Project and provide ongoing maintenance for the Project; and

WHEREAS, the CITY and PITTSBURGH WATER wish to enter into this Temporary Right of Entry and License (this "Agreement") to provide PITTSBURGH WATER a temporary right of entry and license to the Property, specifically for the purpose of replacing the sewer system; and

WHEREAS, the CITY has also agreed to grant a license to PITTSBURGH WATER to allow this sewer infrastructure to remain on the property of the CITY;

NOW THEREFORE, in consideration of One-Dollar and no cents (\$1.00) paid to the CITY Treasurer and the mutual promises and covenants herein permitting the temporary right of entry and license and intending to be legally bound hereby, the parties hereto agree as follows:

1. INCORPORATION:

- A. The above recitals are incorporated herein by reference.
- B. The attached exhibits are fully incorporated as part of this Agreement. Should the Agreement and the Exhibits address the same terms or conditions, the more stringent of the requirements will be enforced.

2. SCOPE: The CITY hereby grants to PITTSBURGH WATER a temporary right of entry and license onto the CITY owned property at 745 Greenfield Avenue, Pittsburgh, PA 15207, parcel ID 0054-R-00296- 0000-00, known as Magee Park as follows:

- A. The exact location of the temporary right of entry and license is illustrated in **Exhibit A**.
 - B. PITTSBURGH WATER's temporary right of entry and license is limited to the replacement of the sewer system. The Scope of such right of entry and license is set out in the Scope of Work attached to this Agreement as **Exhibit B**.
 - C. PITTSBURGH WATER will take all reasonable measures to secure the site addressed in this Agreement and surrounding areas from pedestrians and other persons, so as to minimize the hazards to those persons posed by the work being performed and to prevent pedestrians and other persons from accessing the Project area.
 - D. PITTSBURGH WATER must seek prior authorization from the CITY Department of Public Works ("DPW"), specifically the City Forester, to trim or remove any trees, vegetation, roots, or obstructions.
 - E. PITTSBURGH WATER will request and coordinate with DPW any access to 745 Greenfield Avenue beyond the terms of the temporary right of entry.
 - F. PITTSBURGH WATER will maintain the Project in accordance with accepted industry safety standards for the term of this Agreement.
3. **TERM OF AGREEMENT**: The term of this Agreement shall begin on the Effective Date and shall last twenty (20) years.
4. **EXTENSION**: If additional time is needed after the expiration of the temporary right of entry and license term, a formal request must be submitted to the CITY Director of Public Works, in writing, and a written amendment to this Agreement will be required.
5. **NOTICE OF ACCESS**: Except in cases of emergency, PITTSBURGH WATER shall provide the CITY with at least two (2) weeks' notice of its intention to access the Property. Any recommended temporary closure(s) of CITY infrastructure necessary to complete the Project shall be requested by PITTSBURGH WATER in the notice of access. CITY may accept or deny such requests at its sole discretion. Notice of access shall be made by PITTSBURGH WATER in writing, via registered or certified mail, return receipt requested, and addressed as follows:

To the Parks Superintendent:

Parks Superintendent
City County Building – Room 301
414 Grant Street
Pittsburgh, PA 15219
Fax: 412.255.8847

With a copy to:

Director, Department of Public Works
City County Building – Room 301
414 Grant Street
Pittsburgh, PA 15219
Fax: 412.255.8847

6. **TERMINATION**: The CITY will have the right to revoke this Agreement, and the temporary right of entry and license granted hereunder, at any time without penalty by providing ninety (90) days' written notice to PITTSBURGH WATER.

7. **NO CITY RESPONSIBILITY**: The CITY does not assume responsibility for any damage or loss that may occur to PITTSBURGH WATER, its members, employees, visitors, agents, contractors, subcontractors, successors, and assigns on the Property or to any personal property belonging to them.

8. **LIMITATIONS**: This Agreement is not intended to vest in PITTSBURGH WATER any easement or interests in the land whatsoever beyond the rights specifically granted in this Agreement. Accordingly, PITTSBURGH WATER will not record this temporary right of entry and license, at any time, in the office of Recorder of Deeds in and for the County of Allegheny, Commonwealth of Pennsylvania. To the extent covenants are required due to funding sources, such covenants will be addressed and/or provided upon the completion of the Project.

9. **PROPERTY CONDITIONS**: Unless otherwise requested in writing by the CITY, PITTSBURGH WATER will fill any holes and repair or replace all damages from PITTSBURGH WATER's activities at the Property or other CITY property that are deemed by CITY to be caused by PITTSBURGH WATER, its agents, or contractors. Other than the Project described herein, PITTSBURGH WATER will leave all CITY property in the same condition or better than it was prior to the commencement of the Project. Any required repairs or replacements to the Property shall be made within the term of this Agreement and shall be commenced immediately upon request by the CITY. All repairs/reclamation shall be made at the sole cost and expense of PITTSBURGH WATER. The CITY will determine whether this condition has been satisfied at its sole discretion.

10. **COMPLIANCE WITH LAWS**: PITTSBURGH WATER will fully obey and comply with all federal, state, and local laws, statutes, ordinances, resolutions, and administrative regulations, which are applicable to the Project. Furthermore, PITTSBURGH WATER will not discriminate in its employment on the basis of race, ethnicity, color, religion, ancestry, nation of origin, sex, age, disability, non-job-related handicap, or sexual orientation. PITTSBURGH WATER will also comply with the applicable provisions of the Pittsburgh Code, Title Six Conduct, Article V Discrimination, and any future amendments.

11. **ASSIGNMENT**: This temporary right of entry and license is non-assignable except to PITTSBURGH WATER's contractors and/or agents who may perform work at the property.

12. **AMENDMENT**: This Agreement contains all the terms and conditions agreed upon by the Parties. No other agreement, oral or otherwise, regarding the subject matter herein shall be deemed to exist or to bind any of the Parties hereto. In executing and delivering this Agreement,

PITTSBURGH WATER has not relied on any statement, representation, or warranty by the CITY or any of its agents or employees not set forth herein. This Agreement may not be changed, modified, discharged, or extended except by written amendment duly executed by the Parties.

13. **INSURANCE:** PITTSBURGH WATER will require that its contractor(s) maintain, the insurance set forth in this section throughout the term of the Agreement.

General Liability	\$1,000,000.00 (individual occurrence)	\$2,000,000.00 (aggregate)
Workers' Compensation	<i>Statutory Minimum</i>	<i>Statutory Minimum</i>
Automotive Liability	\$1,000,000.00 (each accident)	

In addition:

A. All policies must be made on an occurrence basis. Claims-made policies are not acceptable.

B. PITTSBURGH WATER's contractor for this project must maintain current insurance throughout the full term of this Agreement and timely renew any expiring policies as needed.

C. Certificates of renewal, if any, will be provided to DPW, with a copy to law@pittsburghpa.gov.

D. All policies will be primary insurance and not excess over or contributory with any other valid, existing, and applicable insurance which may be carried by the CITY.

E. Certificates of all insurance required under this section will be provided before any activities can begin.

F. In the event that PITTSBURGH WATER's contractor hires a subcontractor on this project, all subcontractors will obtain policies of insurance that include the CITY as an additional insured. Policies procured by subcontractors will be secondary or excess to PITTSBURGH WATER's contractor for this project's primary insurance provided and contain the minimum insurance coverages:

i. Workers' Compensation: minimum coverage required by law;

ii. Commercial general liability insurance with a limit of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, including coverage for bodily injury, property damage and completed operations; and

iii. Comprehensive automobile liability covering all owned, non-owned and hired vehicles with a combined single limit of \$1,000,000.00.

G. PITTSBURGH WATER shall have the right to maintain insurance under a program of self-insurance in lieu of purchasing such insurance and will provide the City evidence of such self-insurance.

14. **WORKERS' COMPENSATION:** PITTSBURGH WATER hereby certifies that it has accepted the provision of the Pennsylvania Workers' Compensation and Occupational Disease Acts, as amended and supplemented, and it has insured its liability thereunder in accordance with the terms of said Acts, as evidenced by the certificate of insurance it has caused to be attached hereto as part of **Exhibit C**.

15. **INDEMNIFICATION:** PITTSBURGH WATER will require any contractor entering the Property for performance of the work hereunder to indemnify, save and hold harmless, and defend, CITY, its officers, agents, and employees from and against all liens, charges, claims, demands, losses, cost, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by PITTSBURGH WATER's contractor of any work under this Agreement; from any act, error, or omission of PITTSBURGH WATER's contractor or of any agent, employee, licensee, invitee, contractor, subcontractor, or volunteer of PITTSBURGH WATER's contractor; and any breach by PITTSBURGH WATER's contractors of any of the terms, conditions, or provisions of this Agreement concerning the performance of work on the Project.

16. **CONTRACTORS:** To the extent that PITTSBURGH WATER uses contractors to perform any of the work permitted under this Agreement, PITTSBURGH WATER shall supervise such contractors and shall ensure that such contractors comply with the terms and obligations of this Agreement.

17. **DEBARMENT:** PITTSBURGH WATER warrants that it is not prohibited from entering into this Agreement with the CITY by reason of disqualification under Section 161.22(b) of the Pittsburgh Code, and so indicates by its entering into this Agreement.

18. **PITTSBURGH WATER AUTHORIZATION:** PITTSBURGH WATER's authorization is conditioned upon the approval of this Agreement by the Pennsylvania Public Utilities Commission ("PUC"), if legally required; PITTSBURGH WATER agrees that it will submit this Agreement for PUC review and/or approval. The access granted hereunder shall not be provided until PITTSBURGH WATER obtains the required PUC approval.

19. **HOME RULE CHARTER:** Pursuant to Section 161.16(a) of the City of Pittsburgh Code of Ordinances, this Agreement is subject to the provisions of the CITY's Home Rule Charter, and the liability of the CITY hereunder is zero dollars.

20. **AUTHORIZING RESOLUTION:** This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 539 of 2024, effective July 30, 2024.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS, WHEREOF, the Parties have duly executed this Right of Entry Agreement as of the day and year first above written.

PITTSBURGH WATER & SEWER AUTHORITY

By: Megan Thiessen
Name: Megan Thiessen
Title: Corporate Counsel

By: William J. Pickering
Name: William J. Pickering
Title: Chief Executive Officer

By: Edward Barca
Name: Edward Barca
Title: Director of Finance

CITY OF PITTSBURGH

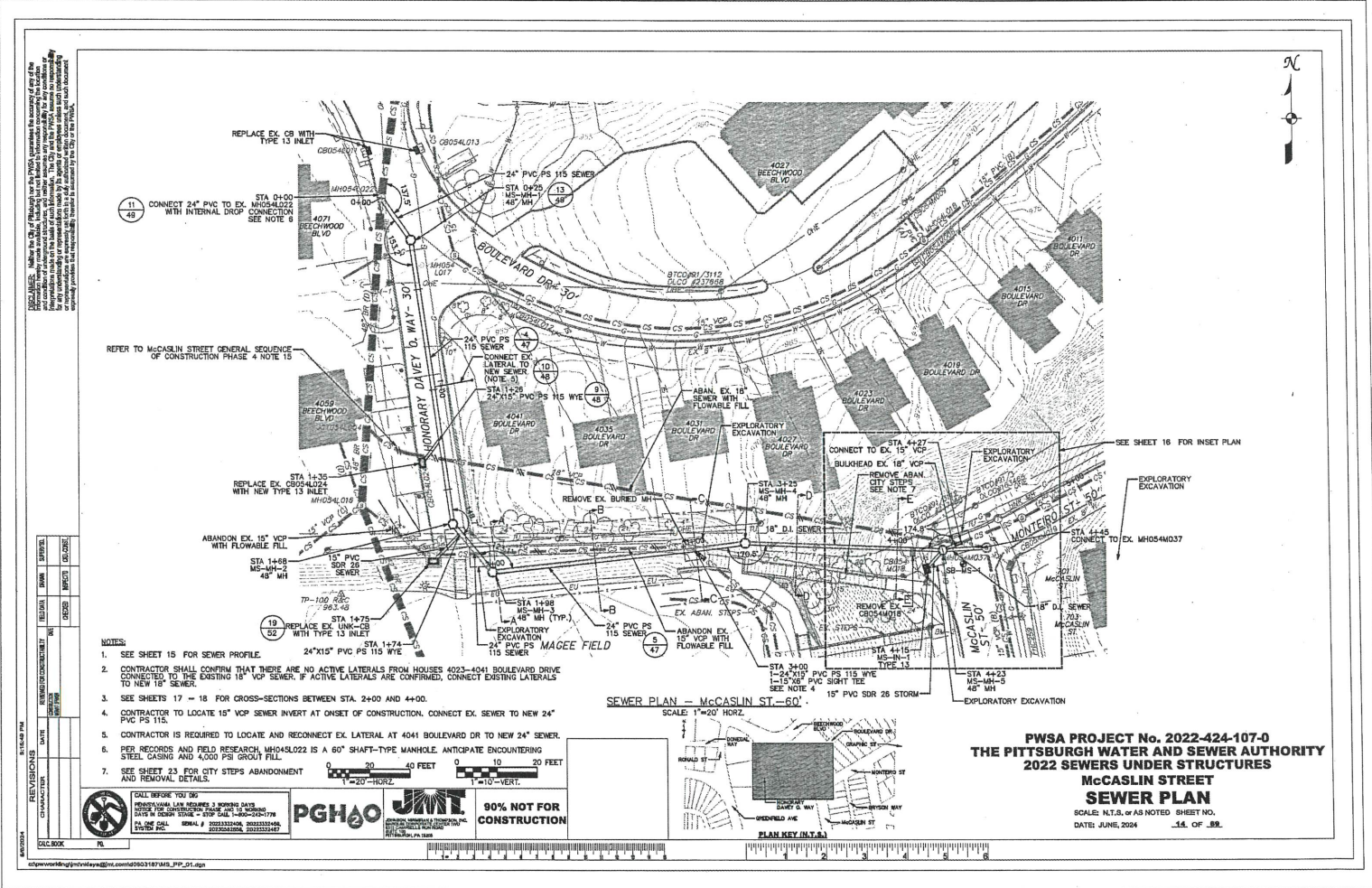
By: Ed Gainey
DocuSigned by:
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Mayor

By: Chris Houston
DocuSigned by:
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Director, Department of Public Works

EXAMINED BY: Cameron Smith Crowe
DocuSigned by:
92FB7F2A03264D3...
Assistant City Solicitor

APPROVED AS TO FORM: Jesse Epitua
DocuSigned by:
1EE36093229A40F...
City Solicitor

EXHIBIT A: PROJECT SITE

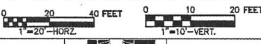


11
48

REFER TO MCCASLIN STREET GENERAL SEQUENCE OF CONSTRUCTION PHASE 4 NOTE 15

NOTES:

1. SEE SHEET 15 FOR SEWER PROFILE.
2. CONTRACTOR SHALL CONFIRM THAT THERE ARE NO ACTIVE LATERALS FROM HOUSES 4023-4041 BOULEVARD DRIVE CONNECTED TO THE EXISTING 18" VCP SEWER. IF ACTIVE LATERALS ARE CONFIRMED, CONNECT EXISTING LATERALS TO NEW 18" SEWER.
3. SEE SHEETS 17 - 18 FOR CROSS-SECTIONS BETWEEN STA. 2+00 AND 4+00.
4. CONTRACTOR TO LOCATE 15" VCP SEWER INVERT AT ONSET OF CONSTRUCTION. CONNECT EX. SEWER TO NEW 24" PVC PS 115.
5. CONTRACTOR IS REQUIRED TO LOCATE AND RECONNECT EX. LATERAL AT 4041 BOULEVARD DR TO NEW 24" SEWER.
6. PER RECORDS AND FIELD RESEARCH, MH04S022 IS A 60" SHAFT-TYPE MANHOLE. ANTICIPATE ENCOUNTERING STEEL CASING AND 4,000 PSI GROUT FILL.
7. SEE SHEET 23 FOR CITY STEPS ABANDONMENT AND REMOVAL DETAILS.



SEWER PLAN - McCASLIN ST - 60'



PWSA PROJECT No. 2022-424-107-0
THE PITTSBURGH WATER AND SEWER AUTHORITY
2022 SEWERS UNDER STRUCTURES
McCaslin Street
SEWER PLAN
 SCALE: N.T.S. OR AS NOTED SHEET NO. _____
 DATE: JUNE, 2024 _____ OF 38.

CALL BEFORE YOU DIG
 PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS
 NOTICE FOR CONSTRUCTION STOPS UP TO 48 HOURS
 DAYS IN SEWER TRENCH - STOP CALL 1-800-254-1778
 PA ONE CALL SERVICE # 1-800-254-1778
 1-800-254-1778

PG&H JMT
 90% NOT FOR CONSTRUCTION

REVISIONS: DATE BY REASON FOR CHANGE
 CHARACTER DATE BY REASON FOR CHANGE
 CALL BOX RL

NOTES: REFER TO MCCASLIN STREET GENERAL SEQUENCE OF CONSTRUCTION PHASE 4 NOTE 15
 11 48 CONNECT 24" PVC TO EX. MH04S022 WITH INTERNAL DROP CONNECTION SEE NOTE 8
 19 REPLACE EX. LINK-UP WITH TYPE 13 INLET
 20 REPLACE EX. CB WITH TYPE 13 INLET



EXHIBIT B: SCOPE OF WORK

Pittsburgh Water and Sewer Authority

2022 Sewers Under Structures

Right of Entry Agreement

Exhibit B: Scope

Replacement of existing sewer at Magee Park in the Greenfield neighborhood between McCaslin Street and Davey O. Way. The City of Pittsburgh parcel addresses are: 745 Greenfield Avenue, Pittsburgh, PA 15217, Parcel ID: 0054-R-00296-0000-00, and Beechwood Boulevard, Pittsburgh, PA 15217, Parcel ID: 0054-L-00294-0000-11. The project will consist of the replacement of approximately 330-feet of 18-inch to 21-inch combined sewer on the City properties. The project will be accessed from Beechwood Boulevard and McCaslin Street and will include the removal of the existing abandoned steps at the intersection of McCaslin Street and Monteiro Street.

EXHIBIT C: INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1 Pasquerilla Plaza, Suite 100 Johnstown PA 15901	CONTACT NAME: Aimee Golden PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Aimee_Golden@ajg.com														
INSURED Independent Enterprises, Inc. 5020 Thoms Run Road Oakdale, PA 15071	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER B: Starr Indemnity & Liability Company</td> <td style="text-align: center;">38318</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D: Homeland Insurance Company of Delaware</td> <td style="text-align: center;">14231</td> </tr> <tr> <td>INSURER E: New Jersey Casualty Insurance Company</td> <td style="text-align: center;">10732</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Starr Indemnity & Liability Company	38318	INSURER C: Travelers Property Casualty Co of America	25674	INSURER D: Homeland Insurance Company of Delaware	14231	INSURER E: New Jersey Casualty Insurance Company	10732	INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 1443104538** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL0868688102	11/15/2024	11/15/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			BAP792723502	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000688715241	11/15/2024	11/15/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1039552	11/15/2024	11/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D C	Contractor's Pollution Blikt Inst Floater			7930130740000 QT6302X236966TIL24	2/17/2024 11/15/2024	2/17/2026 11/15/2025	Per Occ/Agg Limit: \$1M/\$2M Ded: \$1,000,000 \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If certificate holder is named as Additional Insured on the General Liability policy, endorsement #UGL1175BCW, Ed. 4/013 applies. If certificate holder is named as Additional Insured on the Auto policy, endorsement #UCA424HCW, Ed. 10/21 applies. If Waiver of Subrogation applies on the General Liability policy, endorsement #UGL925BCW, Ed. 12/01 applies. If Waiver of Subrogation applies on the Auto policy, endorsement #UCA424HCW, Ed. 10/21 applies. If Waiver of Subrogation applies on the Workers' Compensation policies regardless of Named Insured, endorsement #WC000313, Ed. 04/84 applies.
 RE: Pittsburgh Water Project 2025 Sewer Reconstruction 2025-400-100-0 (2025-034) Additional Insured: Pittsburgh Water, City of Pittsburgh and Whitman, Requardt & Associates, LLP

CERTIFICATE HOLDER Pittsburgh Water Penn Liberty Plaza I 1200 Penn Avenue Pittsburgh PA 15222 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Pittsburgh

510 City-County Building
414 Grant Street
Pittsburgh, PA 15219

Certified Copy

Resolution: 539

File Number: 2024-0723

Enactment Number: 539

Resolution authorizing the Mayor and the Director of the Department of Public Works (“DPW”) and/or the Director of the Department of Finance to enter into an Agreement, Agreements, and/or Amendments with the Pittsburgh Water and Sewer Authority (“PWSA”) for the purpose of replacing the sewer system at Magee Field in the City’s Greenfield Park upon DPW Forestry Division’s review and permit issuance, if applicable, prior to commencing this project, at no cost to the City.

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. The Mayor and the Director of the Department of Public Works (“DPW”) and/or the Director of the Department of Finance are hereby authorized to enter into an Agreement, Agreements, and/or Amendments with the Pittsburgh Water and Sewer Authority (“PWSA”) for the purpose of replacing the sewer system at Magee Field in the City’s Greenfield Park upon DPW Forestry Division’s review and permit issuance, if applicable, prior to commencing this project, at no cost to the City.

Section 2. The Agreement or Agreements, and Amendments thereto, shall be approved by the City Solicitor as to form.

Any Resolution or Ordinance or part thereof conflicting with the provisions of this Resolution is hereby repealed so far as the same affects this Resolution.

I certify that this is a true copy of Resolution No. 539, passed by Council on 7/30/2024, signed by the Mayor on 7/30/2024. Effective Date 7/30/2024.

Attest:

Handwritten signature of Kimberly Clark-Baskin in blue ink.

**Kimberly Clark-Baskin, City
Clerk**

November 06, 2025

Date Certified

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing Public Utility Municipal Contract – Temporary Right of Entry and License between the City of Pittsburgh and The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water related to the Sewer Replacement at Magee Park - 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)

Darryl Lawrence
Office of Consumer Advocate
ra-oca@paoca.org

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

Allison Kaster
Bureau of Investigation and Enforcement
akaster@pa.gov

Dated: November 7, 2025

/s/ Monica Walaan _____
Monica Walaan, Esq.
Chief Legal Officer
The Pittsburgh Water and Sewer Authority
d/b/a Pittsburgh Water