

*MWalaan@pgh2o.com
Direct Dial: 412.255.2289*

November 24, 2025

VIA ELECTRONIC FILING

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

Re: Public Utility Municipal Contract – License Agreement between the City of Pittsburgh and The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water related to Plummet Way Geotechnical Boring

Dear Secretary Homsher:

Please be advised that the above-reference Public Utility Municipal Contract (dated November 22, 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 24, 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



LICENSE AGREEMENT

MADE as of 11/22/2025 (“Effective Date”), by and between the **CITY OF PITTSBURGH**, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania (hereinafter, the “City”),

AND

THE PITTSBURGH WATER AND SEWER AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania and having a principal place of business located at Penn Liberty Plaza 1, 1200 Penn Avenue, Pittsburgh, PA 15222 (hereinafter, “Pittsburgh Water”).

WITNESSETH:

WHEREAS, the City is currently the owner of certain real estate designated by the Allegheny County Department of Real Estate as Block 59-J, Lots 197, 199, and 200, in the 29th Ward of the City of Pittsburgh (collectively, the “Project Site”), as further described on Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, Pittsburgh Water seeks to conduct one (1) geotechnical boring upon the Project Site, which is needed to complete its design work for the repair of an existing Pittsburgh Water sewer located in the Right-of-Way; and

WHEREAS, the City is willing to provide a license to access the Project Site to Pittsburgh Water and/or its subcontractor, subject to the terms and conditions set forth herein; and

WHEREAS, there will be no cost to the City in conjunction with Pittsburgh Water’s access or use.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this License Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

1. The above recitals are incorporated herein by reference.
2. The City hereby grants to Pittsburgh Water a temporary License for the purposes of conducting a geotechnical boring upon the Project Site, in the location approximately marked on Exhibit A (the “Permitted Use”). Other than the Permitted Use associated with the geotechnical boring, Pittsburgh Water’s activities upon the Project Site shall

be non-invasive and shall not include digging or otherwise disturbing the land. If any portion of the Project Site contains a structure or dwelling, Pittsburgh Water shall not enter the structure or dwelling without the Director of the Department of Finance's ("Director") written approval, and such approval is at the Director's sole discretion.

3. Construction vehicles are not permitted on the Project Site. Pittsburgh Water is not permitted to store any materials or vehicles on the Project Site, and no debris or waste shall be deposited on the Project Site.
4. The term of this License shall begin upon PUC approval as required by Section 22 hereof, and shall end four (4) weeks thereafter, unless: 1) Pittsburgh Water provides written notice to the City of the earlier completion of its activities, at which time this License shall expire upon subsequent written confirmation by the City that any required remediation is completed; or 2) unless terminated earlier by the City as permitted herein.
5. The City shall have the right to terminate or revoke this License at any time for any reason without penalty by providing written notice to Pittsburgh Water.
6. It is understood that if additional time is needed for use of the Project Site after the expiration of this License, a formal request must be submitted to the Director in writing and an amendment to this License shall be required.
7. Pittsburgh Water and/or its agent(s) and subcontractor(s) shall have the right of ingress, egress, and regress on the Project Site solely for the Permitted Use set forth herein.
8. Pittsburgh Water and/or its agent(s) and subcontractor(s) shall secure the Project Site from pedestrians or other persons while the work related to the Permitted Use is being performed so as to minimize hazards to said persons posed by such work.
9. 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 Project Site or to any personal property belonging to them except to the extent caused by the gross negligence of the City.
10. This License is not intended to vest in Pittsburgh Water any easement or interests in the Project Site whatsoever, other than those set forth herein. Accordingly, Pittsburgh Water shall not record this License at any time in the office of Recorder of Deeds in and for the County of Allegheny, Commonwealth of Pennsylvania.
11. Pittsburgh Water shall repair or replace any and all damages and alterations to the Project Site that are caused by Pittsburgh Water and/or its agent(s) and/or subcontractor(s). Pittsburgh Water and any subcontractors shall leave the Project Site in the same condition as it was prior to the commencement of the Permitted Use as reasonably determined by the City. Any required repairs or replacements to the Project Site shall be made within the term of this License and shall be commenced immediately

upon request by the City. All repairs/remediations shall be made at the sole cost and expense of Pittsburgh Water.

12. Pittsburgh Water will require all contractors exercising any rights or permissions granted under this License to indemnify, save, hold harmless, and defend the City, its officers, agents, and employees, from and against any and all liens, claims, demands, losses, court costs, attorneys' fees, judgments, damages, and/or liabilities arising from the contractor's acts or omissions while exercising any rights and permissions granted under this License.
13. Pittsburgh Water shall fully obey and comply with all federal, state, and local laws, statutes, ordinances, resolutions, and administrative regulations, which are applicable to the Permitted Use or this License. In all of its activities relating to this License, Pittsburgh Water shall conform to all applicable discrimination provisions of the Pittsburgh Code, specifically those appearing in title Six "Conduct," Article V "Discrimination," and any amendments thereto. Pittsburgh Water shall be held to agree to these provisions for itself, its successors and assigns, and any subcontractors.
14. To the extent that Pittsburgh Water uses subcontractors to perform any of the work permitted under this License, Pittsburgh Water shall supervise such subcontractors and shall ensure that such contractors comply with all terms and obligations of this License.
15. This License is not assignable.
16. This License contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter herein shall be deemed to exist or to bind any of the parties hereto. This License may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties.
17. In the event of any dispute as to the interpretation of the terms of this License, the decision of the Director is controlling and final.
18. Pittsburgh Water hereby certifies that it has accepted the provisions 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 B.
19. Pittsburgh Water shall require all contractors and subcontractors entering the Project Site to maintain insurance in the amounts specified below, which shall keep the City listed as an additional insured on both the general and automobile policy at all times:
General Liability: Individual Occurrence - \$1,000,000.00; Aggregate - \$2,000,000.00

Automobile Liability: Combined Single Limit - \$2,000,000.00

Worker's Compensation: Statutory Limits

All policies must be made on an occurrence basis. Pittsburgh Water, in advance of any entry on the Project Site, shall provide evidence of the above coverage to the City via a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company.

20. This License is subject to the provisions of the City of Pittsburgh Home Rule Charter and the liability of the City hereunder is zero dollars (\$0).
21. The Director of Finance is authorized to execute this License, on behalf of the City of Pittsburgh, pursuant to Pittsburgh Municipal Code § 451.01.
22. Pittsburgh Water's authorization is conditioned upon the approval of this License by the Pennsylvania Public Utilities Commission ("PUC"), if legally required and Pittsburgh Water will take all good-faith actions needed to obtain such approval from the PUC as promptly as possible.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this License as of the day and year first above written.

Pittsburgh Water and 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: DocuSigned by:
Ed Gaine
AA1F670B64C14EA...

Mayor

By: Signed by:
Joseph Hala
0ECD6589EE11466...

Director, Department of Finance

EXAMINED BY: DocuSigned by:
Forrest Paul
44C9F3BD29F548B...

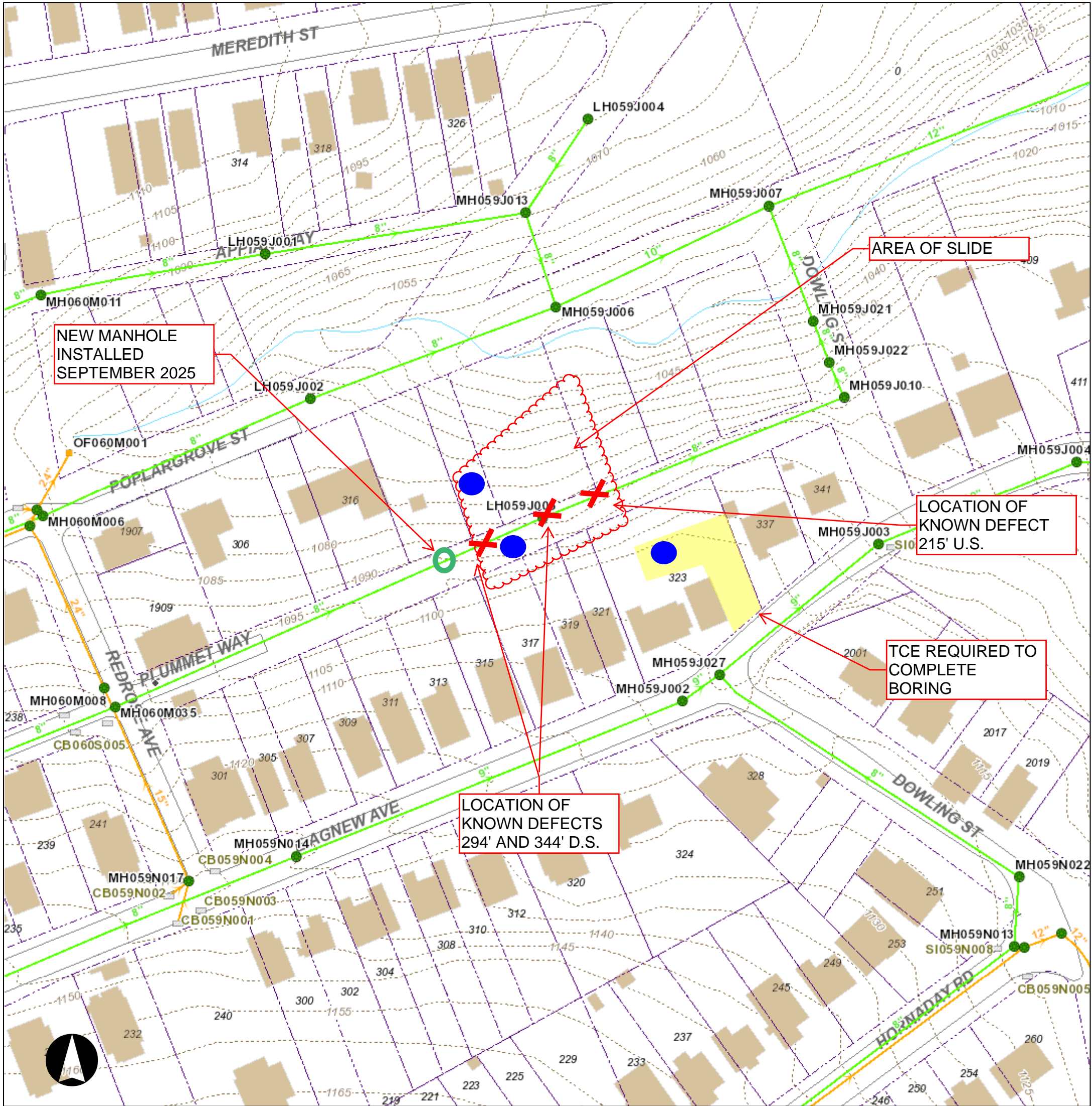
Assistant City Solicitor

APPROVED AS TO FORM: DocuSigned by:
Jesse Cyilus
1EE36093229A40F...

City Solicitor

EXHIBIT A
PROJECT SITE AND BORING LOCATION

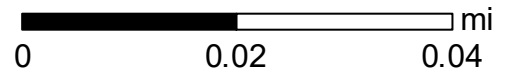
Plummet Way Borings



Legend

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PROPOSED BORING LOCATION



Neither the City of Pittsburgh ("City") nor Pittsburgh Water & Sewer Authority ("Pittsburgh Water") guarantees the accuracy of any of the information hereby made available, including but not limited to, information concerning the location and condition of underground structures. The City and Pittsburgh Water assume no responsibility for any conclusions or interpretations made on the basis of such information. The City and Pittsburgh Water assume no responsibility for any understanding or representations made by their agents or employees unless such understanding or representations are expressly set forth in a duly authorized written document, and such document expressly provides that responsibility therefor is assumed by the City or Pittsburgh Water.

Date: 10/2/2025

EXHIBIT B
INSURANCE CERTIFICATES

Certificate Of Completion

Envelope Id: 901BF482-E46E-40BE-93AF-F112C76B9931

Subject: PWSA License Agreement-Plummet Way

Source Envelope:

Document Pages: 9

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

Stacey Roach

414 Grant Street

Room 502

Pittsburgh, PA 15219

stacey.roach@pittsburghpa.gov

IP Address: 205.141.129.43

Record Tracking

Status: Original

11/18/2025 1:10:17 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Stacey Roach

stacey.roach@pittsburghpa.gov

Pool: StateLocal

Pool: City of Pittsburgh

Location: DocuSign

Location: Docusign

Signer Events

Jennifer Gula

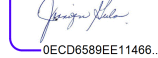
Jennifer.Gula@pittsburghpa.gov

Director/Treasurer

Security Level: Email, Account Authentication (Optional)

Signature

Signed by:



0ECD6589EE11466...

Signature Adoption: Uploaded Signature Image

Using IP Address: 205.141.129.43

Timestamp

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Viewed: 11/18/2025 2:52:06 PM

Signed: 11/18/2025 2:52:30 PM

Electronic Record and Signature Disclosure:

Accepted: 11/18/2025 2:52:06 PM

ID: bb660287-5a50-433a-86a6-ae53f9b69a78

Forrest Paul

forrest.paul@pittsburghpa.gov

City of Pittsburgh

Security Level: Email, Account Authentication (Optional)

DocuSigned by:



44C9F3BD29F548B...

Signature Adoption: Pre-selected Style

Using IP Address: 205.141.129.43

Sent: 11/18/2025 2:52:31 PM

Viewed: 11/18/2025 2:52:51 PM

Signed: 11/18/2025 2:52:57 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Anthony Bilan

Anthony.Bilan@pittsburghpa.gov

Assistant City Solicitor

City of Pittsburgh

Security Level: Email, Account Authentication (Optional)

Completed

Using IP Address: 205.141.129.43

Sent: 11/18/2025 2:52:58 PM

Viewed: 11/19/2025 4:34:02 PM

Signed: 11/19/2025 4:34:22 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jesse Exilus

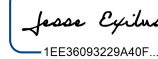
Jesse.Exilus@pittsburghpa.gov

Acting City Solicitor

City of Pittsburgh

Security Level: Email, Account Authentication (Optional)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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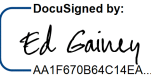
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Signed: 11/20/2025 3:47:52 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Ed Gainey Mayor@pittsburghpa.gov Mayor City of Pittsburgh Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Pre-selected Style Using IP Address: 108.32.41.230	Sent: 11/20/2025 3:47:53 PM Viewed: 11/22/2025 8:34:11 PM Signed: 11/22/2025 8:34:19 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Lynda Bartolowits lynda.bartolowits@pittsburghpa.gov Contract Administrator Security Level: Email, Account Authentication (Optional)	COPIED	Sent: 11/22/2025 8:34:20 PM
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

Rebecca Pearell rpearrell@pgh2o.com Commercial Contracts/Real Property Transactions Manager 1200 Penn Avenue Security Level: Email, Account Authentication (Optional)	COPIED	Sent: 11/22/2025 8:34:20 PM Viewed: 11/24/2025 7:57:05 AM
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/22/2025 8:34:11 PM
Signing Complete	Security Checked	11/22/2025 8:34:19 PM
Completed	Security Checked	11/22/2025 8:34:20 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Pittsburgh (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Pittsburgh:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: riley.stewart@pittsburghpa.gov

To advise Carahsoft OBO City of Pittsburgh of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at riley.stewart@pittsburghpa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Pittsburgh

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to riley.stewart@pittsburghpa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Pittsburgh

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to riley.stewart@pittsburghpa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Pittsburgh as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Pittsburgh during the course of your relationship with Carahsoft OBO City of Pittsburgh.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing Public Utility Municipal Contract – License Agreement between the City of Pittsburgh and The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water related to Plummet Way Geotechnical Boring - 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 24, 2025

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