

*MWalaan@pgh2o.com
Direct Dial: 412.255.2289*

February 24, 2026

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 Agreement between The City of Pittsburgh and The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water related to sewer rehabilitation at Frick Park.

Dear Secretary, Homsher:

Please be advised that the above-reference Public Utility Municipal Contract (dated February 23, 2026) (“Agreement”) between The Pittsburgh Water and Sewer Authority (“Pittsburgh Water”) and The City of Pittsburgh was filed with the Commission by Pittsburgh Water on February 24, 2026.

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 REHABILITATION AT FRICK PARK**

MADE as of 2/23/2026 (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 CITY-owned property to rehabilitate the sewer system ("Project") at Frick Park, located at 2005 Beechwood Boulevard, parcel ID 127-H-00100- 0000-01 (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 rehabilitating 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 zero 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 2005 Beechwood Boulevard, Pittsburgh, PA 15217, parcel ID 127-H-00100-0000-01, known as Frick 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 rehabilitation 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 the CITY Department of Public Works for any access to 2005 Beechwood Boulevard 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 ten (10) years.

4. **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. 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

5. **TRAIL CLOSURE**: Pittsburgh Water may close Tranquil Trail for up to 90 days to complete the initial Project construction work. Pittsburgh Water shall post notice of the impending closure at both ends of the closed trail section, at least seven (7) days before the closure begins. If the Project requires additional closures to trails in Frick Park, Pittsburgh Water will coordinate any closures with DPW in advance. Any additional trail closure(s) required shall not last more than ten (10) consecutive days, unless DPW provides express permission in writing. In case of emergencies, Pittsburgh Water shall coordinate with DPW to resolve any trail closures as soon as practicable.

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 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.

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>
Automobile Liability	\$1,000,000 (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.

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. 476 of 2024, effective July 16, 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: William J. Pickering
William J. Pickering, CEO

CITY OF PITTSBURGH

Signed by:
Corey O'Connor
AA1F070B04C14EA...
By: _____ Mayor

Signed by:
John McLory
A67CDACFC71F4D1...
By: _____ Director, Department of Public Works

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

Signed by:
Lisa Friedman Marcus
D63082116595413...
APPROVED AS TO FORM: _____
City Solicitor



Legislation Details (With Text)

File #: 2024-0640 **Version:** 1

Type: Resolution **Status:** Passed Finally

File created: 6/28/2024 **In control:** Committee on Intergovernmental and Educational Affairs

On agenda: 7/2/2024 **Final action:** 7/16/2024

Enactment date: 7/16/2024 **Enactment #:** 476

Effective date: 7/16/2024

Title: Resolution authorizing the Mayor and the Director of the Department of Public Works to enter into an Agreement, Agreements, and/or Amendments with the Pittsburgh Water and Sewer Authority (“PWSA”) for the purpose of rehabilitating the sewer system at the City’s Frick Park, underneath the Fern Hollow Bridge, at no cost to the City.

Sponsors:

Indexes: AGREEMENTS

Code sections:

Attachments: 1. 2024-0640 Cover Letter-DPW Letter to Council, Sewer Rehabilitation at Frick Park - PWSA - signed, 2. Summary 2024-0640

Date	Ver.	Action By	Action	Result
7/16/2024	1	Mayor	Signed by the Mayor	
7/16/2024	1	City Council	Passed Finally	Pass
7/10/2024	1	Standing Committees	Affirmatively Recommended	Pass
7/2/2024	1	City Council	Read and referred	

Resolution authorizing the Mayor and the Director of the Department of Public Works to enter into an Agreement, Agreements, and/or Amendments with the Pittsburgh Water and Sewer Authority (“PWSA”) for the purpose of rehabilitating the sewer system at the City’s Frick Park, underneath the Fern Hollow Bridge, 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 are hereby authorized to enter into an Agreement, Agreements, and/or Amendments with the Pittsburgh Water and Sewer Authority (“PWSA”) for the purpose of rehabilitating the sewer system at the City’s Frick Park, underneath the Fern Hollow Bridge, 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.

ED GAINEY
MAYOR



CHRIS HORNSTEIN
DIRECTOR

CITY OF PITTSBURGH
DEPARTMENT OF PUBLIC WORKS
CITY-COUNTY BUILDING

June 24, 2024

President and Members of City Council
City of Pittsburgh


Re: Legal Agreement with PWSA for Sewer Rehabilitation at Frick Park.

Dear President and Members of City Council:

Attached is a proposed Resolution authorizing the Mayor and the Director of the Department of Public Works to enter into an Agreement, Agreements, and/or Amendments with the Pittsburgh Water and Sewer Authority ("PWSA"), for the purpose of rehabilitating the sewer system located in Frick Park below the Fern Hollow Bridge, at no cost to the City.

Your favorable consideration of the attached proposed Resolution is hereby requested.

Sincerely,


Chris Hornstein (Jun 24, 2024 10:27 EDT)

Chris Hornstein
Department Director

CH/gm

cc: Chip Gaul, DPW Facilities Assistant Director (via email)
Bill Crean, DPW Deputy Director (via email)
Marcelle Newman, DPW Admin. Assistant Director (via email)
Joe Rush, DPW Acting Superintendent of Parks (via email)
Andrea Ketzel, DPW Senior Landscape Architect (via email)
Alexander Hill, City Assistant Solicitor (via email)
Kristen Erickson, City Assistant Solicitor (via email)

Fiscal Impact Statement
Updated 1/29/2020 to satisfy City Code §219.07

<i>Department</i>	Department of Public Works
<i>Preparer</i>	Genesis Martinez
<i>Standing Committee Representative</i>	Chris Hornstein, Department of Public Works Director
<i>Type of Legislation</i>	Contract Authorization

Description of Legislation

This proposed legislation is for the rehabilitation of the sewer system located in the City’s Frick Park, underneath the Fern Hollow Bridge, managed by the Pittsburgh Water and Sewer Authority (“PWSA”), at no cost to the City.

<i>Total Cost</i>	\$ 0.00			
<i>Frequency of Expenditure</i>	<input type="checkbox"/> One-Time		<input type="checkbox"/> Multi-Year	
<i>Funding Source</i>	<input type="checkbox"/> Operating	<input type="checkbox"/> Capital	<input type="checkbox"/> Grant	<input type="checkbox"/> Trust Fund
<i>Is this item budgeted?</i>	<input type="checkbox"/> Yes		<input type="checkbox"/> No	

JDE Account Information

N/A

Additional Operational Costs

N/A

Impact on City Revenue

N/A

If the resolution authorizes a professional services contract, complete this page:

<i>Method of Procurement</i> <i>Select one.</i>	<input type="checkbox"/> RFP	<input type="checkbox"/> Signed Waiver from OMB	<input type="checkbox"/> Amendment to Existing Contract <i>Do not fill out the rest of the form.</i>
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Name of Vendor and Award Justification

List the name of the awarded vendor and its qualifications.

Other Respondents

List the other respondents. If there were none, clearly state that.

Selection Criteria

Describe the selection or scoring criteria.

Selection Committee Representation

Department of Public Works.

Waiver Justification

If a waiver was granted, explain the justification.

EORC Synopsis

Insert synopsis that was presented.

<i>Date Presented at EORC:</i> Insert date.	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
----------------------------------------------------	-----------------------------------	---------------------------------------

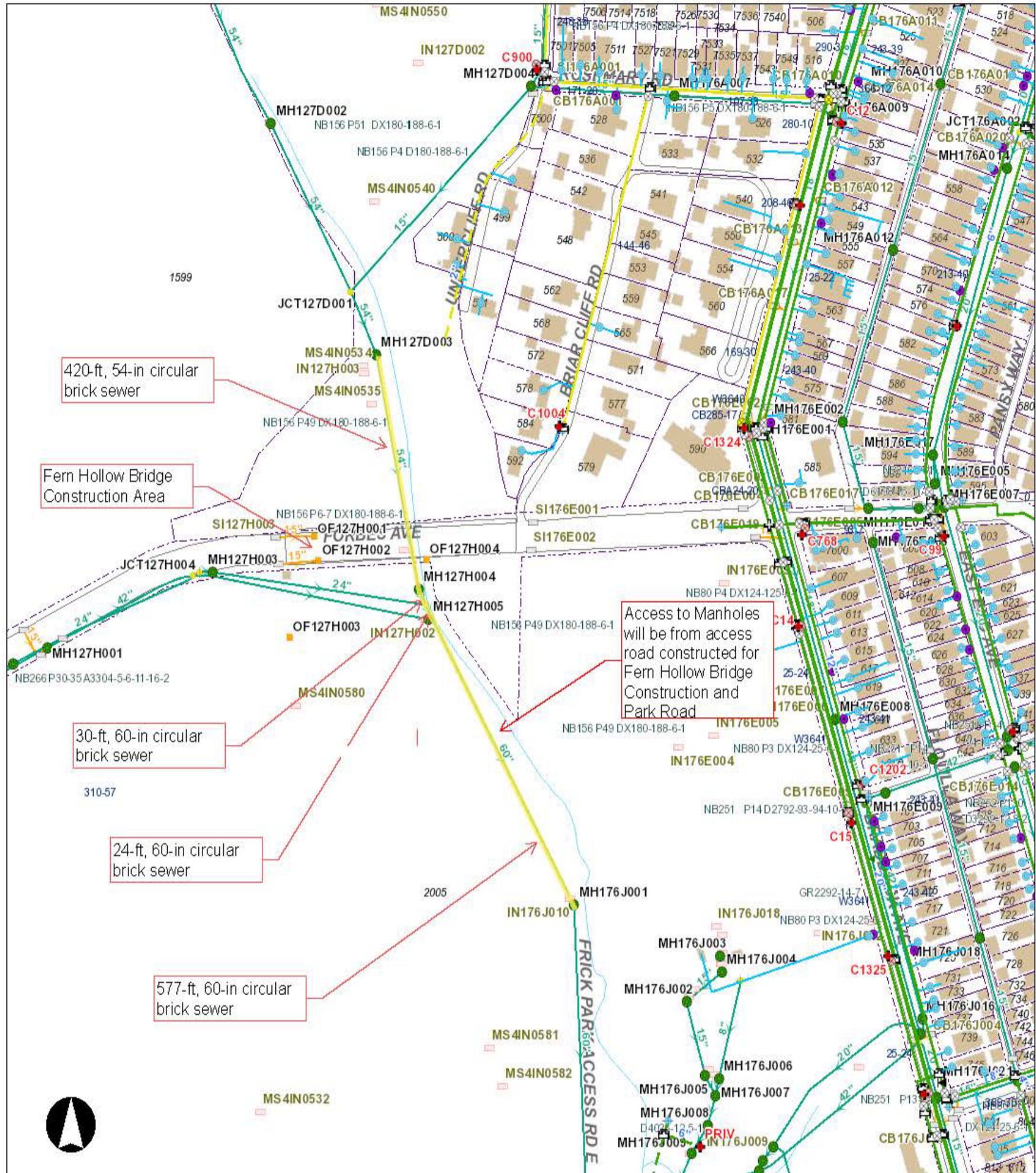
*Per §219.07 of the City Code, you **must** include an electronic copy of the solicitation or your signed waiver with your submission to the Office of Management and Budget.*

Attachments

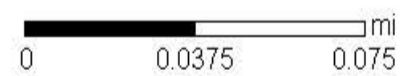
- *Please attach any additional documents and/or exhibits.*

EXHIBIT A: PROJECT SITE

Frick Park Site



Legend



Neither the City of Pittsburgh nor the PWSA 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, and neither assumes any responsibility for any conditions or interpretations made on the basis of such information. COP and PWSA 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 therefore is assumed by the City or the PWSA.

Date: 8/22/2023

EXHIBIT B: SCOPE OF WORK

2024	Large	Diameter	Sewer	Project
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Rehabilitation of existing large diameter sewers at Frick Park under the Forbes Avenue Bridge, aka. Fern Hollow Bridge, in the Squirrel Hill neighborhood. The parcel address is: 2005 Beechwood Boulevard, Pittsburgh, PA 15217, Parcel ID: 0127-H-00100-0000-01. The project will consist of the lining of approximately 1,140-feet of 52-inch to 60-inch combined sewer. The project will be accessed from Forbes Avenue using the construction access road used to construct the Fern Hollow Bridge replacement and the Tranquil Trail access road. The pipe to be lined will be accessed through four existing manholes located along the Tranquil Trail. Construction staging will occur from the Tranquil Trail. No surface disturbance is planned with the project.

EXHIBIT C: WORKERS COMP INSURANCE

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing Public Utility Municipal Contract - Temporary Right of Entry and License Agreement between The City of Pittsburgh and The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water related to sewer rehabilitation at Frick 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: February 24, 2026

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