



CITY OF EAST PALO ALTO
PUBLIC WORKS DEPARTMENT
1960 TATE ST. East PALO ALTO, CA 94303

October 28, 2025

VIA EMAIL

c/o Anona Bonner, Chief of Investigations
Office of Energy Infrastructure Safety
Underground Safety Board
715 P St., 15th floor
Sacramento, CA 95814

Subject: Case Number C233385010 Notice of Probable Violation

Dear Honorable Chair and Members of the Underground Safety Board:

We appreciate your public service. We understand the purpose of this Board and its charge. The City remains committed to compliance. In sum, the City asks that this Board carefully consider the evidence in light of the legal standard before imposing any monetary penalties, which the City submits is not warranted by these facts.

The City of East Palo Alto is in receipt of a "Notice of Probable Violation" ("Notice") for Case No. C233385010 dated September 15, 2025. City staff are contesting said notice for the reasons stated below. The Notice highlights two probable violations: 1) failure to a locate request, and 2) failure to provide "Elective Positive Response". Investigations staff contends that "proposed penalties are merited" (education and penalties) but the City is unable to find in the Notice any law or facts sufficient to warrant the proposed monetary penalties or further pursuit of an investigation.

No Further Investigation is Required Under These Facts

As noted by investigations staff, the Board's jurisdiction falls under the "Call Before You Dig" Law (Gov. Code Sec. 4216 et seq.) (hereinafter "Dig Law"). The Dig Law vests authority in the Board to recommend penalties, but it also provides guardrails for when investigations should be referred to the Board. As to the latter, before pursuing an investigation, the Dig Law requires consideration of certain factors, including whether the matter is settled and whether enforcement is even necessary for protection of property and public safety:

(c) In determining ***whether to pursue*** an investigation, the board shall consider ***whether the parties have settled the matter*** and *whether further enforcement is necessary as a **deterrent** to maintain the **integrity of subsurface installations and to protect the safety** of excavators and the public.* (Gov. Code Sec. 4216.19, subd.(c) (Emphasis added.).

City staff is unable locate evidence in the record that would merit referral of the Board for investigation. The City only has two records that form the basis for investigations staff's recommendation ("Notice of Probable Violation," dated September 15, 2025, Parts A and B, attached hereto as Attachments A and B, respectively). *(Although the City is choosing a "paper hearing," if the Board is relying on any evidence that has not been shared with the City, including oral testimony (from either investigations staff or anyone) or records (e.g., responses from Veolia), to ensure the City's due process rights are preserved and respected, the City would ask that the Board provide the City an opportunity for rebuttal, either orally or in writing).*

In either event, based on the available record, certain facts would seem to point

in the other direction. As discussed more fully below, the matter was eventually settled between the parties, the City has resolved to cause compliance with the Dig Law regarding future dig requests (under protest to preserve contractual rights), and no harm or property damage resulted from a minor delay in response time.

The Dig Law Does Not Support Penalties Under These Facts

The Dig Law requires negligent, or “knowing and willful” failures. But City staff is unclear on what facts in the record go toward those legal standards. The City is entitled to know not only the alleged violation but the ***specific facts*** relevant to the legal standard upon which the Board is relying for its ultimate decision. Below, the City has marshalled facts and paired them with appropriate the legal standard for the Board’s consideration.

In December of 2023, the City of East Palo Alto (City) received an 811 Dig Alert ticket to locate underground water facilities for excavation to take place on Clarke Ave. The City of East Palo Alto is the owner of its water system; however, it has a lease agreement (Agreement) for operations and maintenance of its water system through Veolia Water Company (Veolia).

During the time of this incident when a request was submitted for USA marking on Clarke Avenue, Veolia, due to internal process changes, unilaterally discontinued locating underground water facilities for the City. According to Veolia, their legal team determined that locating underground facilities was not in the scope of operations and maintenance of the EPA water system, and thus not covered in the Agreement.

Although this issue is outside of the scope of this administrative matter, the parties are still working through this contractual issue, but the City raises it here only to provide

context for the delay in responding to the locate request in question.

Ultimately, despite its position concerning its contractual rights, the City balanced the rights of all, including the public's right to remain safe from dangerous digs, by voluntarily assuming the task under protest to preserve its legal rights. Once the City was made aware of the need to respond to locate requests for underground water facilities and was made aware of Veolia's refusal to do so, its staff started expeditiously working on getting proper staffing to 'catch up' on Dig Alert tickets that had not been marked out, including those that may have been overdue.¹

Since the December 2023 incident, the City has independently taken up this responsibility, though under protest, and have continued to complete all Dig Alert tickets for EPA underground water facilities in a timely manner to present. Moreover, the City has had six additional field staff take underground locating training and get certified. The City has now a total of eight staff certified for Dig Alert USA locating.

In the end, the delay was modest, in light of the circumstances, as can be seen from the timeline below:

Due Date for response to USA Locate Request: Dec 4, 2023 (Request Submitted on November 30).

- **Dec 12, 2023:** Investigator asks for City contact information from contractor (Veolia).

¹ To be clear, the City's decision to perform such work in no way is an admission or waiver concerning any contractual rights or responsibilities it may have or that of Veolia. In other words, the work the City performed was done under protest and performed to avoid further liability under the Dig Law alone. Such actions should not constitute an interpretation, admission or waiver of rights and responsibilities of either party under the Lease.

- **Dec 19, 2023:** Investigator calls Mr. Lewis (City) after getting report from contractor (Veolia). Mr. Lewis responds by email stating that he is not responsible for locating and identifying contractor as responsible party (Veolia). Mr. Lewis further states that the City could not complete the task due to staffing issues. Mr. Lewis then tells investigator that he will go mark this ticket by the end of the week (December 22).
- **December 22, 2023:** Mr. Lewis marked the location in compliance with the Dig Law.
- **Dec 26, 2023:** Investigator emails Veolia (contractor) and lets them know that Mr. Lewis marked in response to the USA Locate Request on **Dec 22**, with photos.

Once initially contacted by the investigator, the City, through Mr. Lewis, immediately committed to respond to the locate request with a date certain (December 22, 2023). It took the City only 14 working days to respond. And most significantly, ***no damage or injury was reported*** from the alleged failures to respond.

The Dig Law contains the factors to be considered before imposing penalties. First, imposition of penalties must be “graduated” and as such the City wonders why an immediate recommendation of financial penalties has been made. (Gov. Code Sec. 4216.19(e)). Second, the City understands the following to be the relevant penalty factors:

- (1) The type of violation and its gravity.
- (2) The degree of culpability.
- (3) The operators or excavator’s history of violations.

(4) The operator's or excavator's history of work conducted without violations.

(5) The efforts taken by the violator to prevent violation and, once the violation occurred, the efforts taken to mitigate the safety consequences of the violation.

The gravity of the violation favors the City as no injuries or property damage was reported. The City's culpability is low because it had a reasonable basis for not completing the locate requests, as noted above. It takes time for the City to build capacity and redundancy in this role. The City faced a difficult choice: waive contractual rights or face penalties. The City is unaware of any evidence of its prior violations and has enjoyed years without a regulatory incident. As to prevention and mitigation, as noted above, the City has built up capacity and voluntarily taken action to ensure compliance, including training up and certifying several employees to respond to dig requests.

Given the summary above, and noting the extenuating circumstances, the City is requesting this matter be excused by the Board for all parties involved.

Thank you,

A handwritten signature in black ink, appearing to read 'Humza Javed', with a long horizontal stroke extending to the right.

Humza Javed, P.E.
Director, Public Works
City of East Palo Alto

Attachment(s):

1. "Notice of Probable Violation," dated September 15, 2025, Parts A and B, attached hereto as Attachments A and B)



RESPONSE TO A NOTICE OF PROBABLE VIOLATION

Case Number: C233385010

Name: City of East Palo Alto

The provisions of California Code of Regulations, Title 19, Division 4, Chapter 3, governs the Notice of Probable Violation (Notice) proceeding before the California Underground Safety Board (Board). Specifically, 19 CCR section 4252 provides your response options upon the receipt of a Notice.

Be advised that all material submitted by you in response to a Notice are subject to public disclosure.

Please select from one of the response options listed below. You have 30 business days to submit your written response to the Underground Safety Board. Failure to submit a written response will be considered by the Board as a "No Contest" response. Please attach this form with your selection to your response. If you choose "Contest in Writing" or "Contest in Writing and Request Informal Hearing," please also include your written explanation and documents that may be referenced in your written explanation or informal hearing. For all options, Board investigators may present the basis for your probable violation on the date of the public meeting as provided in your Notice, and the Board will review your case and vote to determine whether a probable violation exists and whether the corrective action and/or penalty proposed by the Board staff is appropriate at the meeting.

Response Options

___ No Contest

You do not contest the violations or the penalty. If you choose to not contest the violations or the penalty, you will waive your right to request the Board to reconsider its decision or recommendation issued.



Contest in Writing

You wish to contest either the violation, the penalty, or both by providing the Board with written explanations and other records supporting the explanation. You will submit the written explanations and records, if any, with your written response within 30 business days of receiving this Notice. Your response must not exceed 10 pages (excluding exhibits) in length and must be on 8.5" x 11" white paper, double-spaced, and in a font size no smaller than 11-point. You must submit the original and 12 physical copies of the written explanation and records to the address below or submit one (1) copy electronically to enforcement.dig@energysafety.ca.gov. You may request an extension to the page limit by submitting a request to the Board staff within 5 days of receiving this Notice. The Board staff will notify you of its determination with respect to the page

limit extension request within 10 days of you submitting the request. The Board will review and vote on your case on the date of the public meeting provided in the Notice.

___ Contest in Writing and Request Informal Hearing

You wish to contest either the violation, the penalty, or both with oral argument at an informal hearing during a public Board meeting. You will submit with your written response, written explanations, information, or other materials you wish to reference in your oral hearing. Your response must not exceed 10 pages (excluding exhibits) in length and must be on 8.5" x 11" white paper, double-spaced, and in a font size no smaller than 11-point. You must submit the original and 12 physical copies of the written explanation and records to the address below or submit one (1) copy electronically to enforcement.dig@energysafety.ca.gov.

Your hearing would be during the public meeting noted in the Notice, on November 17, 2025, at 1:00 p.m., and the location of the meeting will be in Sacramento, California.

California Natural Resources Agency Building
Auditorium – First Floor
715 P Street
Sacramento, California 95814

Please note that your oral hearing may not start exactly at the time provided as there may be multiple hearings during one Board meeting. You may request to reschedule your hearing no later than 15 business days from your hearing date. Your request to reschedule a hearing may be granted no more than once and only for good cause.

You may participate in person or through a virtual meeting platform. You will have 15 minutes to present your reasons for contesting the allegation or reasons that may support a modification or elimination of the penalty or corrective action. During your hearing, conducted pursuant to Section 4253 of Title 19 of the California Code of Regulations, board investigators may present the basis for your Notice of Probable Violation. You will be granted up to 15 minutes to respond to the Notice and up to 5 minutes to respond to any Board staff rebuttal. You may arrange, at your expense, for a stenographer or court reporter to transcribe the informal hearing. You must provide a copy of any transcription to the Board.

The Board will issue a decision at,

- The informal hearing;
- Thereafter within 45 business days of the informal hearing; or
- At a subsequent Board public meeting where a quorum of the Board is present.

The Board will adopt the issued written decision at the hearing or a subsequent public meeting. The Board's decision is effective upon the adoption of the written decision.

___ Reservation of Rights to Contest Violation with the Enforcement Agency

You contest the violation, the penalty, or both, but do not wish to present your comments to the Board. You request that the Board refer the case to the appropriate state or local agency that would conduct the enforcement of the probable violation pursuant to Government Code section 4216.6(c) (Enforcement Agency), and you will reserve the right to contest the violation, the penalty, or both before the Enforcement Agency. The Board will review and vote on your case to determine whether a probable violation exists and whether the corrective action and/or penalty proposed by the Board staff is appropriate at the public meeting noted in your Notice. Should the Board determine a probable violation exists, the Board will refer your case to the Enforcement Agency.

Board Contact Information:

Please direct all formal correspondence, including your written response to the Notice, to the Board either via email at enforcement.dig@energysafety.ca.gov or via mail to the following address:

Office of Energy Infrastructure Safety
Underground Safety Board
715 P St., 15th Floor
Sacramento, CA 95814 .

Please provide your written response within 30 business days of receiving this Notice. If a response is provided via mail, the mailed response must be received by the Board within 30 business day.

Penalties

Any penalties, including corrective actions, are only proposals by Board staff, and do not require any current corrective action or payment at this time. Your Enforcement Agency will provide the final determination to and instructions for any penalty. Please do not include any proof of compliance with proposed corrective actions or payment of a proposed penalty with your written response.

ADA Compliance

The California Underground Safety Board complies with the Americans with Disabilities Act ("ADA") by ensuring that the facilities are accessible to persons with disabilities, and providing this Notice and information given to the members of the California Underground Safety Board in appropriate alternate formats when requested. If you need further assistance, including disability-related modifications or accommodations, you may contact the

Underground Safety Board no later than seven (7) calendar days before a scheduled hearing at (916) 902-6000. California Relay Service is available by dialing 711.



State of California – A Natural Resources Agency

Gavin Newsom, Governor

OFFICE OF ENERGY INFRASTRUCTURE SAFETY
UNDERGROUND SAFETY BOARD
715 P Street, 15th Floor | Sacramento, CA 95814
916.902.6000 | www.energysafety.ca.gov

MEMBERS
Bill Johns, Chair
Travis Clausen, Vice Chair
Marshall Johnson
Amparo Muñoz
Shant Simonian
Dave Sorem

EXECUTIVE OFFICER
Brittney Branaman (Acting)

By U.S. mail to the addresses below and electronic mail

September 15, 2025

NOTICE OF PROBABLE VIOLATION

City of East Palo Alto
1960 Tate Street
East Palo Alto, California 94303

City of East Palo Alto
150 Tara St
East Palo Alto, California 94303

rperez@cityofepa.org; kLewis@cityofepa.org

Case No.: C233385010

Location of Violation: 2206 Clarke Avenue, Nearby Cross Street: Bell Street, East Palo Alto, California 94303

Date of Violation: December 4, 2023

Dear City of East Palo Alto:

You are receiving this Notice of Probable Violation (Notice) as a result of an investigation conducted pursuant to Government Code section 4216 *et seq.* The California Underground Safety Board (Board) investigator has concluded an investigation of an incident on December 4, 2023, near 2206 Clarke Avenue, Nearby Cross Street: Bell Street, East Palo Alto, California 94303, and found the following violations of Government Code sections 4216.3(a)(1)(A) and 4216.3(c)(1)(A):

Government Code § 4216.3(a)(1)(A): Failure to respond to a locate request from a call center in one of three ways before the legal excavation start date and time: (1) locate and mark the work area, (2) provide information about the location of subsurface installation, or (3) state that no installations are within the work area.

Government Code § 4216.3(c)(1)(A): Failure to provide Elective Positive Response before the legal start date and time.

On December 4, 2023, the City of East Palo Alto did not respond to a locate request from a regional notification center in one of three ways before the legal excavation start date and time: (1) locate and mark the work area, (2) provide information about the location of subsurface installation, or (3) state that no installations are within the work area before the legal start date and time of ticket 2023113000319-000. The City of East Palo Alto did not provide an electronic positive response before the legal start date and time of ticket 2023113000319-000.

The evidence establishing these facts is attached to the enclosed report of investigations.

Hearing and Referral to Enforcement Agency

During the Board's public meeting on **November 17, 2025, at 1:00 p.m.**, the Board will determine whether the violations occurred and whether the penalties proposed in this Notice are appropriate. You may contest the violations and proposed penalties noted in the below section at this meeting. The location of the meeting will be in Sacramento, California.

California Natural Resources Agency Building
Auditorium – First Floor
715 P Street
Sacramento, California 95814

Should the Board determine that a probable violation exists, the Board will refer your case with either the proposed penalties below or new recommended penalties to the appropriate state or local agency for enforcement pursuant to Government Code section 4216.6(c) (Enforcement Agency). The Board's recommendation to the Enforcement Agency will include its finding of probable violation and recommended penalties. The Board's recommendation does not constitute a final determination of your case. The Enforcement Agency has discretion to accept, amend, or reject the Board's recommendation, in whole or in part, through its own investigations pursuant to Government Code section 4216.6(c).

The Enforcement Agency for this case is:
City of East Palo Alto City Council
2415 University Avenue
East Palo Alto, California 94303

Proposed Penalty

Any penalties provided in this Notice, including corrective actions, are only proposals by Board investigator(s) and do not require any corrective action or payment at this time. Your Enforcement Agency will provide the final determination to and instructions for any penalty.

Pursuant to Government Code section 4216.6, violation of Government Code section 4216 et seq. by an operator or excavator may be subject to a maximum penalty of \$10,000 for negligent violation, or \$50,000 for knowing and willful violation. Knowing and willful violation of Article 2 that results in damage to a gas or hazardous liquid pipeline subsurface installation and that results in the escape of any flammable, toxic, or corrosive gas or liquid may be subject to a maximum penalty of \$100,000.

The Board Staff are recommending the below corrective action and penalties:

Mandatory completion of the Board's education course. Please see <https://energysafety.ca.gov/what-we-do/underground-safety-board/education-course/> for more information.

A financial penalty, the amount to be determined by the Board.

A corrective action to be determined by the Board.

The proposed penalties are merited, on December 4, 2023, the City of East Palo Alto did not respond to a locate request from a regional notification center in one of three ways before the legal excavation start date and time: (1) locate and mark the work area, (2) provide information about the location of subsurface installation, or (3) state that no installations are within the work area before the legal start date and time of ticket 2023113000319-000. The City of East Palo Alto did not provide an electronic positive response before the legal start date and time of ticket 2023113000319-000.

Response to this Notice

Enclosed as part of this Notice is a document titled *RESPONSE TO A NOTICE OF PROBABLE VIOLATION*. Please carefully review this document and note the response options. All materials you submit in response to this enforcement action are subject to public disclosure. You have 30 business days from September 15, 2025, to submit your written response to the Board. Your response to this Notice must be received by the Board no later than October 28, 2025.

If you do not respond within 30 business days, this constitutes a waiver of your right to contest the Board's determination on whether there is Probable Violation in this case and to refer the case to the Enforcement Agency with the Board's recommendation.

Sincerely,

/s/ Anona Bonner

Anona Bonner
Chief of Investigations | Underground Safety Board

Proposed hearing date: **November 17, 2025**



RESPONSE TO A NOTICE OF PROBABLE VIOLATION

Case Number: C233385010

Name: City of East Palo Alto

The provisions of California Code of Regulations, Title 19, Division 4, Chapter 3, governs the Notice of Probable Violation (Notice) proceeding before the California Underground Safety Board (Board). Specifically, 19 CCR section 4252 provides your response options upon the receipt of a Notice.

Be advised that all material submitted by you in response to a Notice are subject to public disclosure.

Please select from one of the response options listed below. You have 30 business days to submit your written response to the Underground Safety Board. Failure to submit a written response will be considered by the Board as a "No Contest" response. Please attach this form with your selection to your response. If you choose "Contest in Writing" or "Contest in Writing and Request Informal Hearing," please also include your written explanation and documents that may be referenced in your written explanation or informal hearing. For all options, Board investigators may present the basis for your probable violation on the date of the public meeting as provided in your Notice, and the Board will review your case and vote to determine whether a probable violation exists and whether the corrective action and/or penalty proposed by the Board staff is appropriate at the meeting.

Response Options

___ No Contest

You do not contest the violations or the penalty. If you choose to not contest the violations or the penalty, you will waive your right to request the Board to reconsider its decision or recommendation issued.

___ Contest in Writing

You wish to contest either the violation, the penalty, or both by providing the Board with written explanations and other records supporting the explanation. You will submit the written explanations and records, if any, with your written response within 30 business days of receiving this Notice. Your response must not exceed 10 pages (excluding exhibits) in length and must be on 8.5" x 11" white paper, double-spaced, and in a font size no smaller than 11-point. You must submit the original and 12 physical copies of the written explanation and records to the address below or submit one (1) copy electronically to enforcement.dig@energysafety.ca.gov. You may request an extension to the page limit by submitting a request to the Board staff within 5 days of receiving this Notice. The Board staff will notify you of its determination with respect to the page

limit extension request within 10 days of you submitting the request. The Board will review and vote on your case on the date of the public meeting provided in the Notice.

___ Contest in Writing and Request Informal Hearing

You wish to contest either the violation, the penalty, or both with oral argument at an informal hearing during a public Board meeting. You will submit with your written response, written explanations, information, or other materials you wish to reference in your oral hearing. Your response must not exceed 10 pages (excluding exhibits) in length and must be on 8.5" x 11" white paper, double-spaced, and in a font size no smaller than 11-point. You must submit the original and 12 physical copies of the written explanation and records to the address below or submit one (1) copy electronically to enforcement.dig@energysafety.ca.gov.

Your hearing would be during the public meeting noted in the Notice, on November 17, 2025, at 1:00 p.m., and the location of the meeting will be in Sacramento, California.

California Natural Resources Agency Building
Auditorium – First Floor
715 P Street
Sacramento, California 95814

Please note that your oral hearing may not start exactly at the time provided as there may be multiple hearings during one Board meeting. You may request to reschedule your hearing no later than 15 business days from your hearing date. Your request to reschedule a hearing may be granted no more than once and only for good cause.

You may participate in person or through a virtual meeting platform. You will have 15 minutes to present your reasons for contesting the allegation or reasons that may support a modification or elimination of the penalty or corrective action. During your hearing, conducted pursuant to Section 4253 of Title 19 of the California Code of Regulations, board investigators may present the basis for your Notice of Probable Violation. You will be granted up to 15 minutes to respond to the Notice and up to 5 minutes to respond to any Board staff rebuttal. You may arrange, at your expense, for a stenographer or court reporter to transcribe the informal hearing. You must provide a copy of any transcription to the Board.

The Board will issue a decision at,

- The informal hearing;
- Thereafter within 45 business days of the informal hearing; or
- At a subsequent Board public meeting where a quorum of the Board is present.

The Board will adopt the issued written decision at the hearing or a subsequent public meeting. The Board's decision is effective upon the adoption of the written decision.

Reservation of Rights to Contest Violation with the Enforcement Agency

You contest the violation, the penalty, or both, but do not wish to present your comments to the Board. You request that the Board refer the case to the appropriate state or local agency that would conduct the enforcement of the probable violation pursuant to Government Code section 4216.6(c) (Enforcement Agency), and you will reserve the right to contest the violation, the penalty, or both before the Enforcement Agency. The Board will review and vote on your case to determine whether a probable violation exists and whether the corrective action and/or penalty proposed by the Board staff is appropriate at the public meeting noted in your Notice. Should the Board determine a probable violation exists, the Board will refer your case to the Enforcement Agency.

Board Contact Information:

Please direct all formal correspondence, including your written response to the Notice, to the Board either via email at enforcement.dig@energysafety.ca.gov or via mail to the following address:

Office of Energy Infrastructure Safety
Underground Safety Board
715 P St., 15th Floor
Sacramento, CA 95814 .

Please provide your written response within 30 business days of receiving this Notice. If a response is provided via mail, the mailed response must be received by the Board within 30 business day.

Penalties

Any penalties, including corrective actions, are only proposals by Board staff, and do not require any current corrective action or payment at this time. Your Enforcement Agency will provide the final determination to and instructions for any penalty. Please do not include any proof of compliance with proposed corrective actions or payment of a proposed penalty with your written response.

ADA Compliance

The California Underground Safety Board complies with the Americans with Disabilities Act ("ADA") by ensuring that the facilities are accessible to persons with disabilities, and providing this Notice and information given to the members of the California Underground Safety Board in appropriate alternate formats when requested. If you need further assistance, including disability-related modifications or accommodations, you may contact the

Underground Safety Board no later than seven (7) calendar days before a scheduled hearing at (916) 902-6000. California Relay Service is available by dialing 711.



CALIFORNIA UNDERGROUND SAFETY BOARD

INVESTIGATION REPORT

Date: March 8, 2024

Case No.: C233385010

Violations:

The City of East Palo Alto (Member Code CTYEPA)

Government Code § 4216.3(a)(1)(A): Failure to respond to a locate request from a call center in one of three ways before the legal excavation start date and time: (1) locate and mark the work area, (2) provide information about the location of subsurface installation, or (3) state that no installations are within the work area.

Government Code § 4216.3(c)(1)(A): Failure to provide Electronic Positive Response before the legal start date and time.

Veolia North America, LLC (Member Code AWSEPA)

Government Code § 4216.3(a)(1)(A): Failure to respond to a locate request from the regional notification center in one of three ways before the legal excavation start date and time: (1) locate and mark the work area, (2) provide information about the location of subsurface installation, or (3) state that no installations are within the work area.

Government Code § 4216.3(c)(1)(A): Failure to provide Electronic Positive Response before the legal start date and time.

Executive Summary:

On December 4, 2023, Utility Construction Services, Inc., submitted a complaint to the California Underground Facilities Safe Excavation Board (Board) that the City of East Palo Alto had not field marked in response to locate requests related to installation of new electric facilities. Utility Construction Services identified four tickets that the City of East Palo Alto had not responded to, resulting in delays for Utility Construction Service Inc. This investigation report documents ticket 2023113000319-000, which is one of those four tickets.

Two operators are involved because Veolia North America, LLC operates the City of East Palo Alto's water service pursuant to a contract with the city.

The City of East Palo Alto and Veolia North America, LLC did not provide an electronic positive response before the legal start date and time of ticket 2023113000319-000. Both operators

also refused to respond to locate requests from the regional notification center before the legal start date and time for ticket 2023113000319-000.

The City of East Palo Alto eventually field marked the work area eighteen days after the legal start date and time for ticket 2023113000319-000, which is the subject of this investigation report.

No injuries or fatalities occurred.

Reporting Party Information:

Utility Construction Services Inc.
263 S. Maple Avenue
South San Francisco, California 94080

Date of Incident:

December 4, 2023

Location of the Incident:

2206 Clarke Avenue
Nearby Cross Street: Bell Street
East Palo Alto, California 94303

Operators:

City of East Palo Alto
1960 Tate Street
East Palo Alto, California 94303

Veolia North America, LLC
1475 E Bayshore Road
East Palo Alto, California 94303

Excavator:

Utility Construction Services Inc.
263 S. Maple Avenue
South San Francisco, California 94080

Facility Types Damaged:

None

Investigation:

Notification of the Incident

On December 4, 2023, the Underground Safety Board Case Management System received damage notification number C233385010 from Utility Construction Services Inc. The notification stated:

“CITY OF EAST PALO ALTO HAS NOT RESPONDED TO THE ACTIVE TICKET TO MARK THEIR UTILITIES (WATER). THE CITY HAS STATED THAT THEY LOST THEIR CONTRACTOR FOR LOCATES AND MARK AND ARE UNABLE TO RESPOND. THEY HAVE NOT GIVEN A TIME FRAME FOR WHEN THEY WILL BE ABLE TO RESPOND NOR HAVE THEY RETURNED ANY OF OUR CALLS WHEN WE HAVE FOLLOWED UP. WE HAVE ASKED FOR THEM TO WORK WITH US WITH OUR THIRD PARTY GPR CONTRACTOR AND PROVIDE AS-BUILTS BUT THEY HAVE DENIED THIS AS WELL. THEY HAVE NOW BECOME NON-RESPONSIVE. UNABLE TO ENTER TICKET NUMBER ABOVE BUT TICKET IS ACTIVE.” (Exh. 1.)

The case was assigned to Amy Morford (Investigator).

Identity of the Excavator

Government Code § 4216(h) defines an excavator to be “any person, firm, contractor or subcontractor, owner, operator, utility, association, corporation, partnership, business trust, public agency, or other entity that, with their own employees or equipment, performs any excavation.”

Utility Construction Services Inc. is licensed by the California Contractor’s State License Board, license number 1037581 (A-General Engineering). (Exh. 2.)

Identity of the Operator

Government Code section 4216(o) defines an operator to be “any person, corporation, partnership, business trust, public agency, or other entity that owns, operates, or maintains a subsurface installation.”

The City of East Palo Alto (Member Code CTYEPA) and Veolia North America, LLC (Member Code AWSEPA) were two of eight operators listed as “Members Operator Notified” on the regional notification ticket 2023113000319-000. (Exh. 3.)

Project Background

Pacific Gas & Electric (PG&E) contracted with Utility Construction Services to install new electric facilities at 2206 Clarke Avenue, East Palo Alto, California 94303.

Ticket and Locate Request Created on November 30, 2023

Government code section 4216.2(b) requires an excavator to notify the regional notification center of planned excavation unless an emergency exists.

On November 30, 2023, Utility Construction Services contacted the regional notification center indicating they intend to dig near 2206 Clarke Avenue, East Palo Alto, California. (Exh. 3.) In response, the regional notification center created ticket 2023113000319-000 at 7:39 a.m. on November 30, 2023. The ticket required operators to locate and field mark and provide an electronic positive response before the legal excavation start date and time of 5:01 p.m. on December 4, 2023. (Exh. 3.)

City of Palo Alto and Veolia North America, LLC Did Not Respond to the Ticket Before the Legal Excavation Start Date and Time

Government Code section 4216.3(a)(1)(A) requires operators to respond to locate requests by field marking the work area, providing information about the location of subsurface installations in the work area, or indicating that no subsurface installations are in the work area.

Government Code section 4216.3(c)(1)(A) requires an operator to provide an electronic positive response through the regional notification center before the legal start date and time of a ticket.

Ticket 2023113000319-000 required operators to respond before 5:01 p.m. on December 4, 2023. (Exh. 3.) The following two members did not respond before that time:

- The City of Palo Alto (Member Code CTYEPA)
- Veolia North America, LLC (Member Code AWSEPA) (Exh. 4.)

Neither of these operators responded to the locate request.

On December 19, 2023, the Investigator spoke via telephone with Kevin Lewis (Lewis), Public Works Supervisor with the City of East Palo Alto. Lewis stated the City of East Palo Alto was unable to mark utilities due to staffing issues. (Exh. 5)

On December 9, 2024, Anothony Harper (Harper), Project Manager II with Veolia North America, LLC replied by email to Information Request IR-2024-180 dated December 6, 2024. Harper stated the City of East Palo Alto handles marking facilities and electronic positive responses and provided the Investigator with email addresses for Humza Javed and Kevin Lewis. (Exh. 6.)

Further, neither operator provided an electronic positive response. For both operators, the regional notification center's records indicate "(999) Member did not respond by the required time". (Exh. 4.)

The City of East Palo Alto and Veolia North America, LLC Marking, Locating and Electronic Positive Response Clarification

On December 9, 2024, at 12:18 p.m., the Investigator emailed Lewis asking if the City of East Palo Alto is responsible for locating and marking and submitting electronic positive responses for Veolia North. (Exh. 7.)

On December 11, 2024, at 3: 26 p.m., the Investigator spoke to Lewis via telephone regarding an email response by Anthony Harper, Project Manager II with Veolia North referring the Investigator to contact Lewis with the City of East Palo Alto to address why Veolia North's facilities were not marked and the electronic positive response was not submitted for ticket 2023113000319-000. (Exh. 8.) Lewis stated that Veolia North refuses to mark and locate even though the City of East Palo Alto contracts them to run the water department and facilitate their facilities. (Exh. 8.)

On December 11, 2024, the Investigator sent Lewis a follow-up email. (Exh. 9.) On December 11, 2024, Lewis responded to the Investigator with Veolia North contact information and stated, "Basically over the last year or so Veolia Water has refused to provide the City of East Palo Alto with water utility markings per USA. From what I understand, Veolia insist that it's become a liability issue that they do not want any part of." (Exh. 9.)

The City of East Palo Alto and Veolia North America, LLC Contract

On December 13, 2024, the Investigator emailed Richard Perez (Perez), Utility Manager with the City of East Palo Alto, requesting a copy of the contract between the City of East Palo Alto and Veolia North America, LLC. (Exh. 10.)

On December 13, 2024, the Investigator emailed Harper with Veolia North requesting a copy of the contract between the City of East Palo Alto and Veolia North America, LLC. (Exh. 11.)

On December 13, 2024, the Investigator spoke to Perez with the City of East Palo Alto who stated he would check with upper management and the city's legal department regarding obtaining a copy of the contract between the City of East Palo Alto and Veolia North. (Exh. 12.)

On December 13, 2024, Harper contacted the Investigator by email and stated, "Veolia holds a "Lease" with the City. The City of East Palo Alto directly handles all line locating and 811/USA work. Veolia does not handle that work. Please contact the City if you have any questions as Veolia can't speak on behalf of the City." (Exh. 13.)

On January 6, 2025, the Investigator received an email from Perez with a PDF copy of the Agreement for Lease of the City Water System to AWE 2001, April 19. (Exh. 14.)

On March 18, 2025, Perez emailed the Investigator a PDF copy of Resolution No. 56 – 2020, A Resolution of the City Council of the City of East Palo Alto. (Exh. 15.) On November 11, 2018, the City Council authorized the City Manager to notify American Water Enterprises in writing

of the City of East Palo Alto's consent to assignment of the Agreement for Lease of Real Property (Water System) from American Water Enterprises to Veolia, subject to condition outlined in City Council Resolution 5052. (Exh. 15.)

In summary, the original lease agreement between the City of East Palo Alto and American Water Works Company, Inc. was transferred to Veolia North America, LLC and in effect until May 21, 2026. The contract wasn't changed but the water permit was transferred to Veolia North America, LLC via the California State Water Resources Control Board (SWRCB) and the City adopted the transition. Veolia North America, LLC began the onsite transition from American Water Works in June 2020. (Exh. 15.)

Veolia North America, LLC, is an Operator Per Government Code section 4216(o)

Government Code section 4216(o) defines an operator to be "any person, corporation, partnership, business trust, public agency, or other entity that owns, operates, or maintains a subsurface installation."

The Agreement for Lease of Real Property (Water System) contract, Section 7. A Operation of Water System, Repair, Maintenance and Operation cites, "The Company shall operate the Water System and pay all costs and expensed relating to its operation, provided, however, that if the total annual maintenance and repair costs exceed \$110,00, the excess costs shall be considered System Improvements and shall be included in Capital Charges charged to the customers in the year following the year incurred pursuant to Section 9 of this Lease. City shall not be obligated to pay any cost or expense in connection with or related to the management, operation, improvement, repair or maintenance of the Water System during the Term of this Lease except for any Environmental Liabilities as defined in Section 3. The Company shall undertake any System Improvements and repairs and perform routine and emergency maintenance of the Water System in accordance with customary utility practices. All System Improvements to the Water System shall be subject, however, to the procedures set forth in Section 9 hereof. (Exh. 14 Section 7.A, Page 5.)

The City of East Palo Alto's Reason for Not Responding to the Ticket

On December 19, 2023, the Investigator received an email from Kevin Lewis, Public Works Supervisor, with the City of East Palo Alto, who stated that he reviews tickets but was not in charge of water utility locates. He stated the water department was managed by Veolia North America, LLC, which was responsible for locating and marking utilities. (Exh. 16.)

On December 19, 2023, the Investigator spoke with Lewis via phone and requested a point of contact for Veolia North America, LLC and a manager or supervisor above him with the City of East Palo Alto. Lewis stated the City understands the importance of locating utilities, but it was experiencing staffing issues. Lewis did not have a point of contact for Veolia North America, LLC. (Exh. 5.)

The City of East Palo Alto Field Marked the Work Area on December 22, 2023

Lewis informed the investigator that Lewis was a locating professional and was personally going to locate and mark the work area by the end of the week, which was December 22, 2023. Lewis confirmed he would notify the Investigator when the work area was field marked. (Exh. 5.)

(Note: Lewis also stated he would locate and mark tickets 2023112802631-000 and 2023112902821-000, submitted by Utility Construction Services. These tickets are for locations unrelated to this investigation.)

On December 26, 2023, Lewis informed the investigator by telephone he had located and marked 2206 Clarke Avenue, East Palo Alto, California, on December 22, 2023. (Exh. 17.)

The City of East Palo Alto (Lewis) completed the locate and field mark requirement fourteen working days after the legal start date and time for ticket 2023113000319-000. (Exh. 17.)

On December 13, 2024, the Investigator spoke with Perez who stated the City of East Palo Alto had hired a locator and would be providing equipment and training. (Exh. 12.)

On December 26, 2023, Investigator notified Jason Weidler of Utility Construction Services that the City of East Palo Alto had field marked the work area. (Exh. 18.) On March 1, Weidler confirmed the City of East Palo Alto had field marked the work area. (Exh. 19.)

Findings:

1. The City of East Palo Alto (Member Code CTYEPA) did not respond to a locate request from a call center in one of three ways before the legal excavation start date and time: (1) locate and mark the work area, (2) provide information about the location of subsurface installation, or (3) state that no installations are within the work area before the legal start date and time of ticket 2023113000319-000.
2. The City of East Palo Alto (Member Code CTYEPA) did not provide an electronic positive response before the legal start date and time of ticket 2023113000319-000.
3. Veolia North America, LLC, (Member Code AWSEPA) did not respond to a locate request from a call center in one of three ways before the legal excavation start date and time: (1) locate and mark the work area, (2) provide information about the location of subsurface installation, or (3) state that no installations are within the work area before the legal start date and time of ticket 2023113000319-000.
4. Veolia North America, LLC (Member Code AWSEPA) did not provide an electronic positive response before the legal start date and time of ticket 2023113000319-000.

Investigator	Supervisor
Amy Morford	Anona Bonner
Signature	Signature
/s/ Amy Morford	/s/Anona Bonner

Exhibit List:

Exhibit No.	Description	Date	Received From
1.	Incident Report submitted to the Underground Safety Board	Received on 12/04/2023	Jason Weidler, President, Utility Construction Services Inc.
2.	Contractor's License Detail for License No. 1037581 obtained from the Contractor's State License Board website Utility Construction Services	Downloaded on 12/11/2023	California Contractors State License Board website at https://www.cslb.ca.gov/online/service/checklicense/checklicense.aspx
3.	New Ticket 2023113000319-000	Downloaded from USAN Website on 12/06/2023 Received on 4/21/2025	Investigator Nick White, USAN Member Services Manager
4.	Electronic Positive Response for ticket 2023113000319-000	Received on 9/25/2024	Nick White, USAN Member Services Manager
5.	Record of telephone conversation with Kevin Lewis, Public Works Supervisor, City of East Palo Alto	Telephone conversation conducted by Amy Morford on 12/19/2023	Kevin Lewis, Public Works Supervisor, City of East Palo Alto
6.	Information Request and reply from Veolia North America, LLC	Received on 12/9/2024	Anthony Harper, Project Manager II, Veolia North America, LLC

7.	Email to Kevin Lewis, Public Works Supervisor, City of East Palo Alto	Emailed on 12/9/2024	
8.	Record of telephone conversation with Kevin Lewis, Public Works Supervisor, City of East Palo Alto	Telephone conversation conducted by Amy Morford on 12/11/2024	Kevin Lewis, Public Works Supervisor, City of East Palo Alto
9.	Follow-up email to and from Kevin Lewis, Public Works Supervisor, City of East Palo Alto	Emailed and received on 12/11/2024	Kevin Lewis, Public Works Supervisor, City of East Palo Alto
10.	Email to Richard Perez, Utility Manager, East Palo Alto requesting contract	Emailed on 12/13/2024	
11.	Email to Anthony Harper, Project Manager II, Veolia North America, LLC requesting contract	Emailed on 12/13/2024	
12.	Record of telephone conversation with Richard Perez, Utility Manager, East Palo Alto	Telephone conversation conducted by Amy Morford on 12/13/2024	Richard Perez, Utility Manager, East Palo Alto
13.	Email response regarding contract from Anthony Harper, Project Manager II, Veolia North America, LLC regarding contract	Received on 12/13/2024	Anthony Harper, Project Manager II, Veolia North America, LLC requesting contract

14.	Email from Richard Perez, Utility Manager, East Palo Alto with city contract attached	Received on 1/6/2025	Richard Perez, Utility Manager, East Palo Alto
15.	Email from Richard Perez, Utility Manager, East Palo Alto regarding Veolia North America, LLC contract transfer clarification	Received on 3/19/2025	Richard Perez, Utility Manager, East Palo Alto
16.	Email from Kevin Lewis, Public Works Supervisor, City of East Palo Alto	Received on 12/19/2023	Kevin Lewis, Public Works Supervisor, City of East Palo Alto
17.	Record of telephone conversation with Kevin Lewis, Public Works Supervisor, City of East Palo Alto	Telephone conversation conducted by Amy Morford on 12/26/2023	Kevin Lewis, Public Works Supervisor, City of East Palo Alto
18.	Email to and from excavator Jason Weidler, President, Utility Construction Services, Inc.	Emailed on 12/26/2023 Received on 1/2/2024	Jason Weidler, President, Utility Construction Services, Inc.
19.	Email from excavator Jason Weidler, President, Utility Construction Services, Inc.	Received on 3/01/2024	Jason Weidler, President, Utility Construction Services, Inc.

Exhibit 1

Notification Information Report

Information for Notification Number:- C233385010

Date Logged to CRM:- 12/4/2023 9:05 AM

Complaint/Incident Information	
Incident/Complaint Description	CITY OF EAST PALO ALTO HAS NOT RESPONDED TO THE ACTIVE TICKET TO MARK THEIR UTILITIES (WATER). THE CITY HAS STATED THAT THEY LOST THEIR CONTRACTOR FOR LOCATES AND MARK AND ARE UNABLE TO RESPOND. THEY HAVE NOT GIVEN A TIME FRAME FOR WHEN THEY WILL BE ABLE TO RESPOND NOR HAVE THEY RETURNED ANY OF OUR CALLS WHEN WE HAVE FOLLOWED UP. WE HAVE ASKED FOR THEM TO WORK WITH US WITH OUR THIRD PARTY GPR CONTRACTOR AND PROVIDE AS-BUILTS BUT THEY HAVE DENIED THIS AS WELL. THEY HAVE NOW BECOME NON-RESPONSIVE. UNABLE TO ENTER TICKET NUMBER ABOVE BUT TICKET IS ACTIVE 2023111304043-000
Incident Date	11/15/2023 5:02 AM
Incident State	CA
Incident County	San Mateo
Incident Place	East Palo Alto
Incident St from Address	2206
Incident St to Address	2206
Incident Street	Clarke Ave
Incident Cross1	Bell
Incident Location	
Type of Complaint	No response/Late response
Other Complaint Detail	NONE
Notification Number	C233385010
Notification Created	12/4/2023 9:04 AM
Notification Type	complaint
Damage Injury	Undefined
Damage Death	Undefined
Damage Fire Evacuation	Undefined
Damage Facility Type	
Damage Equipment	

Reporter Information	
Reporter First Name	Jason
Reporter Middle Name	
Reporter Last Name	Weidler
Reporter Company	Utility Construction Services
Reporter Email	jasonw@ucs-llc.com
Reporter Phone	8054400562
Reporter Address	263 S. Maple Ave
Reporter Address 2	
Reporter City	South San Francisco
Reporter State	CA
Reporter Zip	94080

Other Party Information	
First Name	
Middle Name	
Last Name	
Company	City of East Palo Alto
Address	
City	East Palo Alto
State	CA
Zip Code	
Email	
Phone	6508537253

Ticket Entry	
Ticket Number	
Ticket Type	
Revision	
Created	
Account	
Channel	
Work Date	
Response Required	
Response Due	
Expires	
One Year	
Priority	
Priority Number	
Category	
Lookup	
State	
County	
Place	
Work area zip code	
St to address	
St from address	
Street	
Cross 1	
Cross 2	
How delineated	
Excav st walk	
Work Type	
Boring	
Explosives	
Vacuum	
Permit	
Work Order	
Done For	
Remarks Type	
Company Name	
Address1	
Address2	
City	

State	
Zip Code	
Phone	
Phone ext	
Caller	
Caller Language	
Cell	
Email	
Contact Name	
Contact Phone	
Contact Phone Ext	
Contact Cell	
Contact Email	
Location	
Comments	
Map URL	MAP URL of Notification Number C233385010

Ticket GPS Coordinates

Caller GPS Coordinates

Name	Latitude	Longitude
-------------	-----------------	------------------

Best Fit Rectangle GPS Coordinates

Name	Latitude	Longitude
-------------	-----------------	------------------

[Home](#) |
 [Online Services](#) |
 [License Details](#)

Contractor's License Detail for License # 1037581

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7329.6](#)) if this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7073.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

UTILITY CONSTRUCTION SERVICES INC
 263 S MAPLE AVE
 SOUTH SAN FRANCISCO, CA 94080
 Business Phone Number:(707) 312-1297

Entity Corporation
 Issue Date 03/30/2018
 Expire Date 03/31/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA](#).

Bond Number: 106586562

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number 107790090 for JASON CALDWELL WEIDLER in the amount of \$25,000 with [TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA](#).

Effective Date: 04/01/2023

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [ACE AMERICAN INSURANCE COMPANY](#)

Policy Number: WCUC54509236

Effective Date: 09/15/2023

Expire Date: 09/15/2024

[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

[Personnel List](#)

[Other Licensees](#)

Is this your license?
Does any of the information need to be corrected/updated?

[Find out how to make changes to your license info](#)

Online Services Quick Hits

- ▶ [Check a License or HIS Registration](#)
- ▶ [Find My Licensed Contractor](#)
- ▶ [Frequently Asked Questions](#)
- ▶ [Forms and Applications](#)
- ▶ [Guides and Publications](#)
- ▶ [CSLB Laws and Regulations](#)
- ▶ [List of All CSLB Fees](#)
- ▶ [License Classifications](#)
- ▶ [Contractor Newsletter](#)
- ▶ [Application Status](#)
- ▶ [Application Status \(Secured\)](#)
- ▶ [Application Status by Personnel Name](#)
- ▶ [Application Status by Business Name](#)
- ▶ [CSLB Email Login](#)

Online Services



Exhibit 3

From: [Nick White](#)
To: [Morford, Amy@EnergySafety](mailto:Morford_Amy@EnergySafety)
Subject: Re: Dig Safe Board Result #16119821
Date: Monday, April 21, 2025 10:55:57 AM
Attachments: [image002.png](#)
[2023113000319-000.PDF](#)
[2023113000319-001.PDF](#)
[2023113000319-002.PDF](#)
[2023113000319-002_PositiveResponse_20250421_105309.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Amy,

Please see attached and let me know if you need anything else.

Thank you.



Nick White
Member Services Manager
O: 925-222-6501
W: undergroundservicealert.org
4005 Port Chicago Hwy #100 Concord, CA 94520
[Members University](#)

NEW DAMAGE PREVENTION PORTAL



Manage Your
Area Of Interests



Respond To
Your Tickets



Update Your Membership
Information All In One Place



This message contains confidential information and is intended only for the intended recipients. If you are not an intended recipient you should not disseminate, distribute or copy this e-mail. Please notify us immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Therefore we do not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version.

From: Formsit <noreply@fs26.formsite.com>

Date: Monday, April 21, 2025 at 10:20 AM

To: Nick White <nick.white@usan.org>

Subject: Dig Safe Board Result #16119821

Complaint Number (if known)	C233385010
Full Name	Amy Morford
Phone Number	2797891815
Email	Amy.Morford@energysafety.ca.gov
What information are you requesting?	Ticket
Ticket number (if known)	2023113000319
Revision number(s) range (example - All or 000-005)	000
Do you have more tickets?	No
Do you need copies, if so which ones?	Ticket(s)
Location Description	2206 Clarke Avenue Nearby Cross Street: Bell Street East Palo Alto, CA 94303
Address/Street	2206 Clarke Avenue
Cross Street	Bell Street
City	East Palo Alto 94303
Do you know the Excavator Information?	Yes
Excavator/Contractor Company Name	Utility Construction Services
Excavator's/Contractor's Name	Jason Weidler
Excavator's/Contractor's Phone Number	8054400562
Excavator's/Contractor's Email	jasonw@ucs-llc.com

This email was sent as a result of a form being completed.
[Report unwanted email.](#)



UNDERGROUND SERVICE ALERT

NORTHERN CALIFORNIA & NEVADA

Ticket #: 2023113000319

Revision: 000

Ticket Status: Original
Transmission ID 1

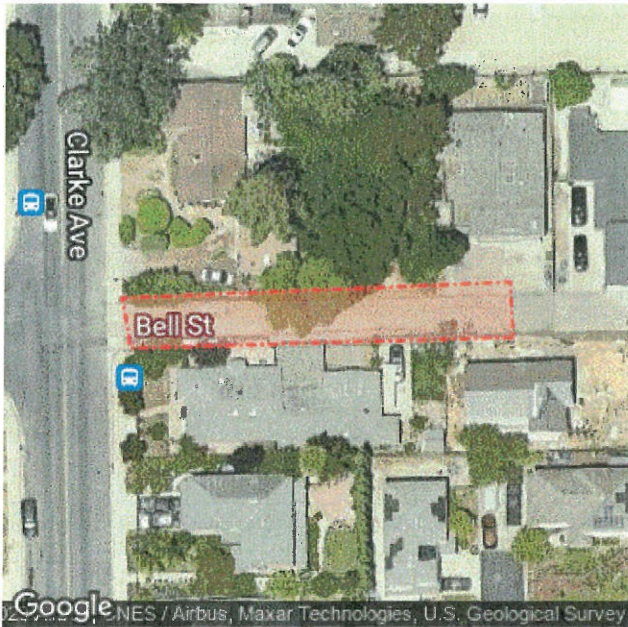
Ticket Type: Normal
Response Required: Yes

Excavator Details

Contact: Jason Weidler
Company: Utility Construction Services
Excavator Type: Utility Crew (operator non-muni / in-house crew)
Address: 263 S Maple Ave South San Francisco California 94080

Mobile: Not Supplied
Email: jasonw@ucs-llc.com
Language: Not Supplied
Excavator ID: 10378

Dig Site and Ticket Details



[Open Map](#)

Latitude/Longitude: 37.466139 -122.134421
GIS coordinate system: WGS84 (WKID 4326)

Ticket Action Reason:

Excavator Remarks:

Starting at the face of curb on the southside of the intersection at Bell St & Clarke Ave go 170' south down private drive ending in front of address 2210 Clarke Ave. maps show the street needing to be located as Bell St although non of the address on that drive are associated with Bell St. Please reach out to Dan if you have any questions 650-228-9614.

Previous Ticket #		Rev.#	
Submitted	11/30/2023 07:39	Medium	WEB
Work Begin Date	12/04/2023 17:01		
Legal Start Date	12/04/2023 17:01		
Ticket Expiration	12/28/2023 23:59		
Work Duration	Unknown		
Address/Location	2206 Clarke Ave		
City/Town/Place	East Palo Alto		
County	San Mateo County		
State	CA	Zip Code	94303
Nearby Cross Street	Bell St.		
Subdivision/Lot			
Delineated Method	White Paint		
Work Type	Utilities - Distribution		
Work Activity	Electric - Install New Facilities		
Excavation Method	Mechanical/Multiple Methods		
Anticipated Depth	Unknown		
Boring	No	Explosive	No
Street/Sidewalk	Yes	Pavement Only	No
Vacuum Excavation	Yes		
Project Owner	Pacific Gas & Electric		
Permit			
Job #/Name	35364590		
Onsite Contact Name	Dan Curl		
Onsite Contact Phone	6502289614		

Additional Information

Log in to One Call Access and click Positive Response on the menu to view responses from member facility operators and confirm that all operators have responded before you begin digging. <https://onecallca.undergroundservicealert.org>.

Be sure the work location is accessible to facility owners/operators and their contract locators.

- Review your ticket details and utility members notified. If you notice anything that is in error or incorrect, please login to your One Call Access account and amend or create a new ticket to include the correct and accurate information. It is your responsibility to provide clear and accurate information on every ticket
- Do not proceed with your work until the legal start date/response due date has passed and ALL facility owners/operators have responded.
- When working within 24" tolerance zone of any facility marking, you are required by state law to hand dig and expose and protect the facility.
- If you make contact with a line even scrapes, nicks, dents or other contact, you are required to report it to 811 and the facility operator immediately.
- If you would like free training regarding the 811 process and state excavation laws, please visit www.811pro.com.
- If you need assistance, please contact us visiting www.undergroundservicealert.org, or Information@usanorth811.org.

Members Operator Notified

Total members impacted: 8

Seq. No.	Authority Name	Phone	Status
7759104	ATT Distribution - California	5106452929	Notification Sent
7759098	City of East Palo Alto	6508537253	Notification Sent
7759099	Comcast	3233425552	Notification Sent
7759100	East Palo Alto Sanitary District	6507143869	Notification Sent
7759101	MCI WorldCom California	8006249675	Notification Sent
7759102	Pacific Gas & Electric	9166392054	Notification Sent
7759097	Veolia North America	6503222083	Notification Sent
7759103	West Bay Sanitary District	6503210384	Notification Sent

-----End of Member List-----

Ticket Revision History

Total revision history showing: 1

REV	DATE/TIME	STATUS	TYPE	USER	MEDIUM
000	11/30/2023 7:39:51 AM	Original	Normal	UCS	Web

-----End of Revision History-----

-----End of Transmission-----

Exhibit 4

From: [Nick White](#)
To: [Morford, Amy@EnergySafety](mailto:Morford_Amy@EnergySafety)
Subject: Re: EPR Request
Date: Wednesday, September 25, 2024 3:29:24 PM
Attachments: [image001.png](#)
[image003.png](#)
[2023113000319-002_PositiveResponse_20240925_152740.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Amy,

Please see attached and let me know if you need anything else.

Thank you.



Nick White
Member Services Manager
O: 925-222-6501
W: undergroundservicealert.org
4005 Port Chicago Hwy #100 Concord, CA 94520

NEW DAMAGE PREVENTION PORTAL



Manage Your
Area Of Interests



Respond To
Your Tickets



Update Your Membership
Information All In One Place



This message contains confidential information and is intended only for the intended recipients. If you are not an intended recipient you should not disseminate, distribute or copy this e-mail. Please notify us immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Therefore we do not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version.

From: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>
Date: Wednesday, September 25, 2024 at 7:45 AM
To: Nick White <nick.white@usan.org>
Subject: EPR Request

Good morning,

I'm requesting the EPR for ticket 2023113000319.

Thank you,

Amy Morford

Senior Policy Investigator

Underground Investigations Division

Amy.Morford@energysafety.ca.gov

Direct: 279-789-1815



OFFICE OF ENERGY
INFRASTRUCTURE
SAFETY

2023113000319-002 2206 Clarke Ave, East Palo Alto, CA 94303

Legal start date

04 Dec 2023, 05:01 PM

Created on

25 Jan 2024, 12:59 PM

Downloaded at

25 Sep 2024, 03:27 PM

6/8
RECEIVED

Created by

UCS

Reference

35364590

UTILITY NAME	RESPONSE CODE	UTILITY NOTES	STATION CODE	RECEIVED
ATT Distribution - California	004	Response by UtiliQuest	ATTDNORC AL	25 Jan 2024, 01:27 PM
City of East Palo Alto	000	Utility is yet to provide a suitable response code for this revision.	CTYEPA	25 Jan 2024, 01:01 PM
Comcast	001	No notes provided	COMNCA	25 Jan 2024, 01:39 PM
East Palo Alto Sanitary District	003	Existing Markings Adequate	EPASAN	12 Feb 2024, 09:59 AM
MCI WorldCom California	010	No notes provided	MCIWSA	25 Jan 2024, 01:04 PM
Pacific Gas & Electric	004	No notes provided	PGEBEL	25 Jan 2024, 01:15 PM
Veolia North America	000	Utility is yet to provide a suitable response code for this revision.	AWSEPA	25 Jan 2024, 01:01 PM
West Bay Sanitary District	001	OUT OF WBSD service area	WBASAN	25 Jan 2024, 02:50 PM

2023113000319-002 (Renewal) - Revised on: 25 Jan 2024, 12:59 PM

STATION CODE	STATION NAME	RESPONSE DATE	RESPONSE CODE	RESPONSE DESCRIPTION	COMMENTS
ATTDNORC AL	ATT Distribution - California	25 Jan 2024, 01:27 PM	004	Response by UtiliQuest	Response by UtiliQuest
ATTDNORC AL	ATT Distribution - California	25 Jan 2024, 01:01 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
CTYEPA	City of East Palo Alto	23 Feb 2024, 09:15 PM	888	Utility did not provide a response code before the response due date. No response is required.	Utility did not provide a response code before the response due date. No response is required.
CTYEPA	City of East Palo Alto	25 Jan 2024, 01:01 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.

2023113000319-002 2206 Clarke Ave, East Palo Alto, CA 94303

COMNCA	Comcast	25 Jan 2024, 01:39 PM	001	No notes provided	No notes provided
COMNCA	Comcast	25 Jan 2024, 01:01 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
EPASAN	East Palo Alto Sanitary District	12 Feb 2024, 09:59 AM	003	Existing Markings Adequate	Existing Markings Adequate
EPASAN	East Palo Alto Sanitary District	25 Jan 2024, 01:01 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
MCIWSA	MCI WorldCom California	25 Jan 2024, 01:04 PM	010	No notes provided	No notes provided
MCIWSA	MCI WorldCom California	25 Jan 2024, 01:01 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
PGEBEL	Pacific Gas & Electric	25 Jan 2024, 01:15 PM	004	No notes provided	No notes provided
PGEBEL	Pacific Gas & Electric	25 Jan 2024, 01:01 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
AWSEPA	Veolia North America	23 Feb 2024, 09:15 PM	888	Utility did not provide a response code before the response due date. No response is required.	Utility did not provide a response code before the response due date. No response is required.
AWSEPA	Veolia North America	25 Jan 2024, 01:01 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
WBASAN	West Bay Sanitary District	25 Jan 2024, 02:50 PM	001	OUT OF WBSD service area	OUT OF WBSD service area
WBASAN	West Bay Sanitary District	25 Jan 2024, 01:01 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.

2023113000319-001 (Renewal) - Revised on: 28 Dec 2023, 09:38 PM

STATION CODE	STATION NAME	RESPONSE DATE	RESPONSE CODE	RESPONSE DESCRIPTION	COMMENTS
ATTDNORCAL	ATT Distribution - California	28 Dec 2023, 09:54 PM	004	Response by UtiliQuest	Response by UtiliQuest
ATTDNORCAL	ATT Distribution - California	28 Dec 2023, 09:39 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.

2023113000319-002 2206 Clarke Ave, East Palo Alto, CA 94303

CTYEPA	City of East Palo Alto	25 Jan 2024, 01:01 PM	999	Utility did not provide a response code before the response due date.	Utility did not provide a response code before a new revision was received.
CTYEPA	City of East Palo Alto	28 Dec 2023, 09:39 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
COMNCA	Comcast	28 Dec 2023, 09:50 PM	001	No notes provided	No notes provided
COMNCA	Comcast	28 Dec 2023, 09:39 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
EPASAN	East Palo Alto Sanitary District	04 Jan 2024, 07:51 AM	003	Existing Markings Adequate	Existing Markings Adequate
EPASAN	East Palo Alto Sanitary District	28 Dec 2023, 09:39 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
MCIWSA	MCI WorldCom California	28 Dec 2023, 09:42 PM	010	No notes provided	No notes provided
MCIWSA	MCI WorldCom California	28 Dec 2023, 09:39 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
PGEBEL	Pacific Gas & Electric	28 Dec 2023, 09:54 PM	004	No notes provided	No notes provided
PGEBEL	Pacific Gas & Electric	28 Dec 2023, 09:39 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
AWSEPA	Veolia North America	25 Jan 2024, 01:01 PM	999	Utility did not provide a response code before the response due date.	Utility did not provide a response code before a new revision was received.
AWSEPA	Veolia North America	28 Dec 2023, 09:39 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
WBASAN	West Bay Sanitary District	29 Dec 2023, 10:07 AM	001	No notes provided	No notes provided
WBASAN	West Bay Sanitary District	28 Dec 2023, 09:39 PM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.

2023113000319-000 (New) - Revised on: 30 Nov 2023, 07:39 AM

STATION CODE	STATION NAME	RESPONSE DATE	RESPONSE CODE	RESPONSE DESCRIPTION	COMMENTS
--------------	--------------	---------------	---------------	----------------------	----------

2023113000319-002 2206 Clarke Ave, East Palo Alto, CA 94303

ATTDNORC AL	ATT Distribution - California	02 Dec 2023, 09:09 AM	010	Response by UtiliQuest	Response by UtiliQuest
ATTDNORC AL	ATT Distribution - California	30 Nov 2023, 07:40 AM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
CTYEPA	City of East Palo Alto	04 Dec 2023, 05:15 PM	999	Utility did not provide a response code before the response due date.	Utility did not provide a response code before the response due date.
CTYEPA	City of East Palo Alto	30 Nov 2023, 07:40 AM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
COMNCA	Comcast	02 Dec 2023, 09:05 AM	010	No notes provided	No notes provided
COMNCA	Comcast	30 Nov 2023, 07:40 AM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
EPASAN	East Palo Alto Sanitary District	06 Dec 2023, 08:08 AM	010	Locate Area Marked	Locate Area Marked
EPASAN	East Palo Alto Sanitary District	04 Dec 2023, 05:15 PM	999	Utility did not provide a response code before the response due date.	Utility did not provide a response code before the response due date.
EPASAN	East Palo Alto Sanitary District	30 Nov 2023, 07:40 AM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
MCIWSA	MCI WorldCom California	30 Nov 2023, 07:42 AM	001	No notes provided	No notes provided
MCIWSA	MCI WorldCom California	30 Nov 2023, 07:40 AM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
PGEBEL	Pacific Gas & Electric	02 Dec 2023, 09:35 AM	010	No notes provided	No notes provided
PGEBEL	Pacific Gas & Electric	30 Nov 2023, 07:40 AM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
AWSEPA	Veolia North America	04 Dec 2023, 05:15 PM	999	Utility did not provide a response code before the response due date.	Utility did not provide a response code before the response due date.
AWSEPA	Veolia North America	30 Nov 2023, 07:40 AM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
WBASAN	West Bay Sanitary District	30 Nov 2023, 01:03 PM	001	OUT OF WBSD service area	OUT OF WBSD service area

2023113000319-002 2206 Clarke Ave, East Palo Alto, CA 94303

WBASAN	West Bay Sanitary District	30 Nov 2023, 07:40 AM	000	Utility is yet to provide a suitable response code for this revision.	Utility is yet to provide a suitable response code for this revision.
--------	----------------------------------	-----------------------------	-----	---	---

Exhibit 5



**CALIFORNIA UNDERGROUND FACILITIES SAFE EXCAVATION BOARD
INVESTIGATION DIVISION
RECORD OF CONVERSATION**

DATE: 12/19/2023

CASE NO: C233385010

DATE/TIME OF CONVERSATION: 12/19/2023 9:45 a.m.

LOCATION OF CONVERSATION: Phone

NAME/ADDRESS OF PARTY:

Kevin Lewis
Public Works Supervisor
City of East Palo Alto
1960 Tate Street
East Palo Alto, CA 94303
klewis@cityofepa.org
650-441-2050

NARRATIVE:

The City of East Palo Alto has not responded to an active ticket to mark their water utilities. On December 19, 2023, the board investigator received an email from Kevin Lewis, Public Works Supervisor for the City of East Palo Alto. Lewis stated that he reviews all or most of the tickets pertaining to East Palo Alto but was not the responsible party for water utility locates.

CONVERSATION:

Amy Morford – Investigator
Operator – Kevin Lewis, City of East Palo Alto

On December 19, 2023, at approximately 9:45 a.m. The investigator contacted Lewis via phone who stated the City of East Palo Alto was unable to mark utilities due to staffing issues. Per Lewis, locating and marking had been delegated to the city's water department, Viola North America.

The investigator asked Lewis for a point of contact for Viola North America and a manager or supervisor above him with the City of East Palo Alto. Lewis stated he didn't have a contact for Viola North America. However, he was a locating professional and was personally going to locate and mark ticket number 2023113000319 by the end of the week as well as tickets 2023112802631-000 and 2023112902821-000 submitted by Utility Construction Services.

Lewis confirmed he would notify the investigator when 2206 Clarke Avenue was marked and forward pictures.

End of Record

Investigator Name	Supervisor Name
Amy Morford	Brittany Branaman

Exhibit 6



**OFFICE OF ENERGY INFRASTRUCTURE SAFETY
UNDERGROUND SAFETY BOARD**
715 P Street, 20th Floor | Sacramento, CA 95814
916.902.6000 | www.energysafety.ca.gov

MEMBERS

Amparo Munoz, Chair
Bill Johns, Vice Chair
Randy Charland
Marshall Johnson
Dave Sorem
Carl Voss

EXECUTIVE OFFICER

Tony Marino

TRANSMITTED VIA ELECTRONIC MAIL

Request Date: December 06, 2024

Response Due: December 21, 2024

To: Veolia North America
Alan Craft
2415 University Avenue
East Palo Alto, California 94303
925-832-9416

Investigator: Amy Morford

Send your response to the investigator at this email address:

Amy.Morford@energysafety.ca.gov

Information Request Number: Underground Safety-IR-2024-180

Subject: Request for information pertaining to an unmarked facility, Utility Construction Services ticket #2023113000319-000, 2206 Clark Avenue, East Palo Alto, December 4, 2023.

We received an electronic positive response (EPR) notification from the Regional Notification Center. For ticket #2023113000319-000, on December 4, 2023, Veolia North America (AWSEPA) was issued a 999 EPR code, utility did not provide a response code before the response due date at 2206 Clark Avenue, East Palo Alto.

AWSEPA	Veolia North America	04 Dec 2023, 05:15 PM	999	Utility did not provide a response code before the response due date.	Utility did not provide a response code before the response due date.
---------------	-----------------------------	------------------------------	------------	--	--

As part of our investigation, we are attempting to determine why you were not able to locate and mark before the legal start date.

REQUESTS

1. Provide all documents that relate to the above incident. This includes work orders, reports, photographs, dispatch logs, etc.

2. Provide all documents that relate to any communications between Veolia North America and USA North regarding the incident above. This includes all tickets, electronic positive responses, and emails.
3. Provide the contact names, phone numbers, and email addresses of employees familiar with the incident above.

INSTRUCTIONS

- a. Provide all information in your possession, custody, or control, or the possession, custody, and/or control of your affiliates or agents, that is responsive to these requests by the due date identified above.
- b. Identify the personnel (employees, consultants, agents, etc.) who provided information responsive to each of the information requests by stating the full name, business address, and title of each person.
- c. If you do not know the exact answer to any of the requests above, please so indicate and provide your best estimate.
- d. Provide data in its original format (i.e., PDF, Excel, GIS shapefile, etc.), unless otherwise specified in the request.

From: [Harper, Anthony](#)
To: [Morford, Amy@EnergySafety](#)
Subject: Unmarked facility at 2206 Clark Avenue, East Palo Alto, on December 4, 2023
Date: Monday, December 9, 2024 8:39:02 AM
Attachments: [2024.12.06 02 Information Request to Operator Veolia North America City of East Palo Alto.docx](#)

You don't often get email from anthony.harper@veolia.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amy,

The City of EPA handles that. Please contact Humza or Kevin, see their emails below.

hjaved@cityofepa.org
klewis@cityofepa.org

Also, please update your form, Alan Craft is a Veolia employee and we are not located at that address. You would need to direct that to the city personnel and that is the address for City Hall.

Respectfully,

--

Anthony Harper
Project Manager II
Municipal & Commercial
VEOLIA NORTH AMERICA

cell +1 812 217 8524

anthony.harper@veolia.com
www.veolianorthamerica.com



Exhibit 7

From: [Morford, Amy@EnergySafety](mailto:Morford.Amy@EnergySafety)
To: klewis@cityofepa.org
Subject: FW: Unmarked facility at 2206 Clark Avenue, East Palo Alto, on December 4, 2023
Date: Monday, December 9, 2024 12:18:00 PM
Attachments: [2024.12.06 02 Information Request to Operator Veolia North America City of East Palo Alto.docx](#)

Hi Kevin,

I'm working on some loose ends regarding an incident involving unmarked facilities at 2206 Clark Avenue, East Palo Alto.

I last spoke with you on December 26, 2023, and you had located and marked facilities for this incident.

Veolia North America did not provide an Electronic Positive Response. Does Veolia North America locate and mark its facilities? Is the City of East Palo Alto responsible for locating and marking for Veolia North America?

Clarification on this matter is appreciated.

Thanks,

Amy Morford

Senior Policy Investigator

Amy.Morford@energysafety.ca.gov

Direct: 279-789-1815

Office of Energy Infrastructure Safety

From: Harper, Anthony <anthony.harper@veolia.com>
Sent: Monday, December 9, 2024 8:38 AM
To: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>
Subject: Unmarked facility at 2206 Clark Avenue, East Palo Alto, on December 4, 2023

You don't often get email from anthony.harper@veolia.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amy,

The City of EPA handles that. Please contact Humza or Kevin, see their emails below.

hjaved@cityofepa.org

klewis@cityofepa.org

Also, please update your form, Alan Craft is a Veolia employee and we are not located at that address. You would need to direct that to the city personnel and that is the address for City Hall.

Respectfully,

--

Anthony Harper

*Project Manager II
Municipal & Commercial
VEOLIA NORTH AMERICA*

cell

+1 812 217 8524

anthony.harper@veolia.com
www.veolianorthamerica.com



Exhibit 8



**CALIFORNIA UNDERGROUND FACILITIES SAFE EXCAVATION BOARD
INVESTIGATION DIVISION
RECORD OF CONVERSATION**

DATE: 12/11/2024

CASE NO: C233385010

DATE/TIME OF CONVERSATION: 12/11/2024 3:26 p.m.

LOCATION OF CONVERSATION: Phone

NAME/ADDRESS OF PARTY:

Kevin Lewis
Public Works Supervisor
City of East Palo Alto
1960 Tate Street
East Palo Alto, CA 94303
klewis@cityofepa.org
650-441-2050

CONVERSATION:

Amy Morford – Investigator
Operator – Kevin Lewis, City of East Palo Alto

On December 11, 2024, at approximately 3:26 p.m. the Investigator contacted Lewis via phone regarding Veolia North America's failure to provide an Electronic Positive Response (EPR) to the ticket 2023113000319-000.

The Investigator explained to Lewis that Alan Craft, Project Manager with Veolia North America, had been sent a request for information. Anthony Harper, Project Manager II with Veolia North America, responded to the request, stating the City of East Palo Alto handles their EPRs.

Lewis stated that Veolia North America refuses to mark and locate even though the City of East Palo Alto contracts them to run the water department and facilitate their facilities. Lewis is a locate specialist and has been doing what he can to mark and locate tickets over the past year.

Lewis requested the Investigator send him an email to which he will reply with Veolia North America's contact information.

End of Record

Investigator Name	Supervisor Name
-------------------	-----------------

Amy Morford	Anona Bonner
-------------	--------------

Exhibit 9

From: [Kevin Lewis](#)
To: [Morford, Amy@EnergySafety](#)
Subject: Re: Follow-Up Email Regarding Veolia North America
Date: Wednesday, December 11, 2024 7:46:03 PM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Amy

I came across this information in addition to what I previously sent you.

Anthony Harper
Project Manager II
Municipal & Commercial
VEOLIA NORTH AMERICA
cell +1 812 217 8524
anthony.harper@veolia.com

I think that this would be everything.

Thank you again,

Kevin

On Dec 11, 2024, at 7:02 PM, Kevin Lewis <klewis@cityofepa.org> wrote:

Hi Amy

Thank you for reaching out to me.
Please review the managers information below

Veolia North
Manager: Anthony Harper
anthony.harper@veolia.com

Basically over the last year or so Veolia Water has refused to provide the City of East Palo Alto with water utility markings per USA.

From what I understand, Veolia insist that it's become a liability issue that they do not want any part of.
...and so I have been tasked with marking the water utilities sense I know the utility quite well, although very overwhelming at times.

I am sure that they do not have a competent person capable of this task, which is based on my argument if under contract.

Any appropriate help that you could advise or provide would be greatly

appreciated.

Thank you, Amy

Sincerely,

Kevin L
650 441 2050
Engineering Division
Public Works Supervisor
City Inspector/Field Engineer

On Dec 11, 2024, at 3:33 PM, Morford, Amy@EnergySafety
<Amy.Morford@energysafety.ca.gov> wrote:

Hi Kevin,

Thank you for taking the time to speak with me today.

Please provide a brief description of what is occurring with Veolia
North America's mark and locate situation and any contact
information you have.

Thank you,

Amy Morford
Senior Policy Investigator
Underground Investigations Division
Phone: 279-789-1815
www.energysafety.ca.gov
<image001.png>

CAUTION: This e-mail originated from outside of the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Exhibit 10

From: Morford.Amy@EnergySafety
To: rperez@cityofepa.org
Cc: klewis@cityofepa.org
Subject: Case C233385010 Veolia Contract with City of EPA
Date: Friday, December 13, 2024 9:38:00 AM
Attachments: [image001.png](#)

Good morning,

Does the City of East Palo Alto contract with Veolia North America to operate and maintain the City's water infrastructure as indicated on the following website?

<https://www.eastpaloaltowater.com/pages/about/about-veolia>

If yes, provide a copy of the contract.

Thank you,

Amy Morford

Senior Policy Investigator

Underground Investigations Division

Phone: 279-789-1815

www.energysafety.ca.gov



OFFICE OF ENERGY
INFRASTRUCTURE
SAFETY

Exhibit 11

From: Morford.Amy@EnergySafety
To: anthony.harper@veolia.com
Subject: Case C233385010 Veolia Contract with City of EPA
Date: Friday, December 13, 2024 9:48:00 AM
Attachments: [image001.png](#)

Hello,

My name is Amy Morford, and I represent the Investigations Division of the Underground Safety Board. I am the investigator assigned to gather information regarding an unmarked facility on December 4, 2023, at 2206 Clark Avenue, in East Palo Alto, ticket #2023113000319-000.

On December 9, 2024, you responded to an information request via email stating that the City of East Palo Alto handles Electronic Positive Responses.

Does Veolia have a contract with the City to operate and maintain the City's water infrastructure, as indicated on the following website?

<https://www.eastpaloaltowater.com/pages/about/about-veolia>

If yes, provide a copy of the contract.

Thank you,

Amy Morford

Senior Policy Investigator

Underground Investigations Division

Phone: 279-789-1815

www.energysafety.ca.gov



OFFICE OF ENERGY
INFRASTRUCTURE
SAFETY

Exhibit 12



**CALIFORNIA UNDERGROUND FACILITIES SAFE EXCAVATION BOARD
INVESTIGATION DIVISION
RECORD OF CONVERSATION**

DATE: 12/13/2024

CASE NO: C233385010

DATE/TIME OF CONVERSATION: 12/13/2024 9:56 a.m.

LOCATION OF CONVERSATION: Phone

NAME/ADDRESS OF PARTY:

City of East Palo Alto
Richard Perez, Utility Manager
1960 Tate Street
East Palo Alto, CA 94303
rperez@cityofepa.org

CONVERSATION:

Amy Morford – Investigator
Operator – Richard Perez, City of East Palo Alto

On December 13, 2024, at approximately 9:56 a.m. the Investigator spoke with Richard Perez (Perez) via phone regarding Veolia North America's failure to provide an Electronic Positive Response (EPR) to the ticket 2023113000319-000.

Perez stated he started with the City of East Palo Alto in September 2024 and is working with Kevin Lewis to understand the city's 811 locate and mark responsibilities. The city has hired a locator and will be providing equipment and training.

Perez requested the Investigator send him the ticket and EPR related to this incident. Regarding the Investigator's contract request between the City of East Palo Alto and Veolia North America, Perez stated he would need to check with management above him and the city's legal department.

End of Record

Investigator Name	Supervisor Name
Amy Morford	Anona Bonner

Exhibit 13

From: [Harper, Anthony](#)
To: [Morford, Amy@EnergySafety](mailto:Morford.Amy@EnergySafety)
Subject: Re: Case C233385010 Veolia Contract with City of EPA
Date: Friday, December 13, 2024 10:50:53 AM
Attachments: [image001.png](#)

You don't often get email from anthony.harper@veolia.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amy,

Veolia holds a "Lease" with the City. The City of East Palo Alto directly handles all line locating and 811/USA work. Veolia does not handle that work. Please contact the City if you have any questions as Veolia can't speak on behalf of the City.

Respectfully,

On Fri, Dec 13, 2024 at 9:48 AM Morford, Amy@EnergySafety
<Amy.Morford@energysafety.ca.gov> wrote:

Hello,

My name is Amy Morford, and I represent the Investigations Division of the Underground Safety Board. I am the investigator assigned to gather information regarding an unmarked facility on December 4, 2023, at 2206 Clark Avenue, in East Palo Alto, ticket #2023113000319-000.

On December 9, 2024, you responded to an information request via email stating that the City of East Palo Alto handles Electronic Positive Responses.

Does Veolia have a contract with the City to operate and maintain the City's water infrastructure, as indicated on the following website?

<https://www.eastpaloaltowater.com/pages/about/about-veolia>

If yes, provide a copy of the contract.

Thank you,

Amy Morford

Senior Policy Investigator

Underground Investigations Division

Phone: 279-789-1815

www.energy-safety.ca.gov



--

Anthony Harper

Project Manager II

Municipal & Commercial

VEOLIA NORTH AMERICA

cell +1 812 217 8524

anthony.harper@veolia.com

www.veolianorthamerica.com



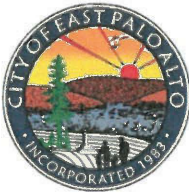
Exhibit 14

From: [Richard Perez](#)
To: [Morford, Amy@EnergySafety](mailto:Morford.Amy@EnergySafety)
Subject: RE: Case C233385010 Veolia Contract with City of EPA
Date: Monday, January 6, 2025 2:02:37 PM
Attachments: [image002.png](#)
[image003.png](#)
[EPA Agreement For Lease of the City Water System to AWE 2001 April 19.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, see attached. If there is anything else I can provide, please let me know.

Thank you.



Richard Perez
Utility Manager
Phone (650) 853-3117
Email rperez@cityofepa.org
Web www.cityofepa.org
1960 Tate Street
East Palo Alto, CA 94303

From: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>
Sent: Friday, January 3, 2025 2:08 PM
To: Richard Perez <rperez@cityofepa.org>
Subject: FW: Case C233385010 Veolia Contract with City of EPA

Hi Richard,

I'm following up Veolia North and their relationship with the City of East Palo Alto.

Any updates on obtaining a copy of the contract to establish what the relationship is?

Thanks,

Amy Morford
Senior Policy Investigator
Underground Investigations Division
Phone: 279-789-1815
www.energysafety.ca.gov



OFFICE OF ENERGY
INFRASTRUCTURE
SAFETY

From: Morford, Amy@EnergySafety
Sent: Friday, December 13, 2024 4:17 PM
To: Richard Perez <rperez@cityofepa.org>
Subject: RE: Case C233385010 Veolia Contract with City of EPA

Hi Richard,

We received an electronic positive response (EPR) notification from the Regional Notification Center. For ticket #2023113000319-000, on December 4, 2023, Veolia North America (AWSEPA) was issued a 999 EPR code, utility did not provide a response code before the response due date at 2206 Clark Avenue, East Palo Alto.

As part of our investigation, we are attempting to determine why Veolia North America was not able to locate and mark before the legal start date.

I have attached the ticket and EPR for reference.

Veolia North states they hold a "Lease" with the city. The City of East Palo Alto handles all line locating and 811/USA work.

Please reach out if you have any questions.

Amy Morford

Senior Policy Investigator
Underground Investigations Division
Phone: 279-789-1815

www.energysafety.ca.gov



OFFICE OF ENERGY
INFRASTRUCTURE
SAFETY

From: Richard Perez <rperez@cityofepa.org>
Sent: Friday, December 13, 2024 10:07 AM
To: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>
Cc: Kevin Lewis <klewis@cityofepa.org>
Subject: RE: Case C233385010 Veolia Contract with City of EPA

You don't often get email from rperez@cityofepa.org. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click

links or open attachments unless you recognize the sender and know the content is safe.

Good morning, thank you for the call. I'll hold for further information as discussed.

Thank you.



Richard Perez

Utility Manager

Phone (650) 853-3117

Email rperez@cityofepa.org

Web www.cityofepa.org

1960 Tate Street

East Palo Alto, CA 94303

From: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>

Sent: Friday, December 13, 2024 9:38 AM

To: Richard Perez <rperez@cityofepa.org>

Cc: Kevin Lewis <klewis@cityofepa.org>

Subject: Case C233385010 Veolia Contract with City of EPA

Good morning,

Does the City of East Palo Alto contract with Veolia North America to operate and maintain the City's water infrastructure as indicated on the following website?

<https://www.eastpaloaltowater.com/pages/about/about-veolia>

If yes, provide a copy of the contract.

Thank you,

Amy Morford

Senior Policy Investigator

Underground Investigations Division

Phone: 279-789-1815

www.energysafety.ca.gov



OFFICE OF ENERGY
INFRASTRUCTURE
SAFETY

CAUTION: This e-mail originated from outside of the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

CAUTION: This e-mail originated from outside of the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

AGREEMENT FOR LEASE OF REAL PROPERTY (WATER SYSTEM)

THIS AGREEMENT FOR LEASE OF REAL PROPERTY (WATER SYSTEM) ("Lease") is entered into as of April 9, - 2001, between THE CITY OF EAST PALO ALTO, a municipal corporation of the State of California ("City"), and AMERICAN WATER SERVICES, INC., a Delaware corporation (the "Company"), a wholly-owned non-regulated subsidiary of American Water Works Company, Inc.

WITNESSETH:

WHEREAS, through the Water System, City provides water service to approximately 3,800 domestic and industrial customers in the Service Area;

WHEREAS, City desires to lease the Water System to the Company, and the Company desires to lease the Water System from City, for the period and upon the other terms and conditions set forth herein;

WHEREAS, the Company intends to utilize its local affiliate, Cal-Am, to operate, maintain and manage the Water System; and

WHEREAS, the Company and Cal-Am possess the resources, capacity and expertise to operate, maintain and manage the Water System.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, City and the Company hereby agree as follows:

Section 1. Defined Terms.

For purposes of this Lease, the following terms shall have the meanings set forth below:

"*Cal-Am*" means California-American Water Company, an investor-owned water utility regulated by the CPUC that provides water service to approximately 105,000 domestic and industrial customers in six separate water systems located in Monterey County, Los Angeles County, Ventura County and San Diego County that also is a wholly-owned subsidiary of American Water Works Company, Inc.

"*Capital Charge*" means the cost to be charged to the customers of the Water System to recover the Capital Costs and other costs related to System Improvements.

"*Capital Costs*" means the cost of financing, designing, permitting and constructing recommended System Improvements and other costs associated therewith.

"*Commencement Date*" means the effective date upon which City assumes ownership of the East Palo Alto County Waterworks District.

"*CPUC*" means the California Public Utilities Commission.

"Environment" means soil, land, surface or sub-surface strata, surface waters (including navigable waters, oceans, streams, ponds, drainage basins and wetlands), groundwater, drinking water supply, stream sediments, ambient air, plant and animal life, and any other environmental medium or natural resource.

"Environmental Law" means any Legal Requirements designed to minimize, prevent, punish or remedy the consequence of actions or omissions that damage or threaten the Environment or public health and safety.

"Environmental Liabilities" means any costs, expenses or liabilities relating to or arising from any violation of any Environmental Law, including, without limitation, any potential or actual environmental clean up or remediation of any Hazardous Substances that may be located on any property that constitutes part of the Water System, or that enter the water delivered to customers by the Water System, or any investigation of or environmental reports prepared with respect thereto.

"Financial Report" means that report required pursuant to Section 6D.

"Franchise Fee" means the franchise fee required pursuant to Paragraph 6B.

"Governmental Body" means any governmental officer, agency, authority or entity.

"Government Charges" means any new City, State or federally imposed charges, taxes, license or permit fees, including, without limitation, the imposition of a possessory interest tax on the Company's interest in the Water System.

"Gross Revenues" means the service charges, water charges and miscellaneous charges generated by the Water System and described in the City's Schedule of Rates for Water Service actually collected by the Company in a particular period. The term Gross Revenues specifically excludes utility tax collections and service connection charges and facility buy-in charges as described in the City's Schedule of Rates for Water Service and Surcharges.

"Hazardous Substance" means any substance, material or waste which is defined as "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste" or similar term under any provision of any federal, state or local law and includes, without limitation, hydrocarbons, petroleum, gasoline, crude oil or any products, by-products or fractions thereof.

"Initial Rates" means the Water Service Rates to customers in effect immediately prior to the Commencement Date.

"Legal Requirement" means any federal, state, local, municipal or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, order or other legal requirement.

"Lease Payment" means the lease payment required pursuant to Paragraph 6A.

"Net Capital Investment" means the amount of capital funds invested by the Company for System Improvements, less principal sum payments.

"Operations Report" means that report required pursuant to Section 7F.

"Request for Rate Relief" means a written request for rate relief provided by the Company to City pursuant to which the Company shall propose to City reasonable rates and charges.

"Service Area" means that certain real property described on Exhibit A attached hereto and in which the Water System is located (as such service area may change from time to time during the term of this Lease).

"System Improvements" means necessary capital improvements, replacements, or repairs to the Water System.

"System Improvement Report" means that report required pursuant to Section 9.

"Term" means that period commencing on the Commencement Date and ending 25 years thereafter, unless terminated earlier as provided in this Lease.

"Water System" means that certain real property, easements and rights of way and those certain pipes, mains, pumps and appurtenant facilities (including, without limitation, buildings, pump houses, sheds and other structures) constituting all of City's water system within the Service Area, as more specifically described in Exhibit B attached hereto.

"Water Service Rates" means those rates for water service charged to customers of the Water System.

Section 2. Lease of Water System.

City hereby leases to the Company, and the Company hereby leases from City, the Water System described in Exhibit B with such additions or improvements to the Water System that may occur from time-to-time while this Lease is in effect. City agrees to provide the Company with copies of maps, drawings, plans and specifications of the Water System, along with customer service and account records in a form acceptable to both parties, at least 30 days prior to the Commencement Date, defined below. The Company agrees to use its best efforts to keep all customer information confidential, whether received from City or developed during the Term of the Lease.

Section 3. Revenues and Expenses.

Except as set forth hereafter, City shall be obligated to pay all expenses that relate to the operation of the Water System that are incurred or accrue prior to or after the Term. In addition, City shall pay to the Company any portion of the Operation and Maintenance Service Fee and any other fees due to Cal-Am under the terms of the Service Agreement between Cal-Am and the East Palo Alto County Waterworks District dated July 25, 2000, for the period prior to the Term of this Agreement. The Company shall be obligated to pay all expenses that relate to the

operation of the Water System that are incurred or accrue during the Term. In no event, however, shall the Company be liable or responsible for any Environmental Liabilities unless the Company has caused the violation of the Environmental Laws that created the Environmental Liabilities. City shall be liable and responsible for all such Environmental Liabilities not caused by the Company and shall indemnify and hold harmless the Company from all costs and expenses arising therefrom.

Section 4. Use of Water System.

Subject to the provisions of this Lease, the Company agrees to use the Water System to furnish potable water service and water service for fire protection to all customers in the Service Area in accordance with all applicable Legal Requirements that are in effect during the Term.

The Company may not retire, sell, transfer, convey, or encumber any real property or personal property of the Water System without the prior written consent of City, which consent may not be unreasonably withheld.

The Company is granted the exclusive right to provide water service to customers within the City corporate limits. The City agrees not to allow the creation of additional investor-owned or mutual water companies within the City's corporate limits.

Section 5. Title

All System Improvements to the Water System during the Term shall become part of the Water System and title to such System Improvements shall immediately vest in City. Any other property added to or incorporated into the Water System by the Company pursuant to its obligations under this Lease or which are added by new developments shall be deemed part of the Water System for purposes of this Lease and title to such property shall immediately vest in City. The Company shall not own the Water System or any part thereof.

Section 6. Payments and Transfers of Other Funds to the City

A. Lease Payment. As consideration of the Lease of the Water System, the Company shall pay the City an annual Lease Payment in an amount equal to six percent (6%) of the annual Gross Revenues generated by the Water System. The Company shall make Lease Payments to the City on the fifteenth (15th) business day of each month equal to six percent (6%) of the prior month's Gross Revenues.

B. Franchise Fee. In addition, the Company shall pay the City an annual Franchise Fee equal to five percent (5%) of the annual Gross Revenues generated by the Water System. The Company shall pay Franchise Fees to the City on the fifteenth (15th) business day of each month equal to five percent (5%) of the prior month's Gross Revenues.

C. Utility Tax. The Company shall collect the City's utility tax and transfer all such collections to the City on the fifteenth (15th) business day of each month.

D. Financial Report. The Company shall on annual basis provide City a reasonably detailed Financial Report on the Water System that presents in all material respects the financial

position of the Water System. The Financial Report shall contain a balance sheet and related statements of income, cash flow and capital investment by the Company that conform to accounting principles generally accepted in the United States of America. The Company shall deliver the Financial Report to City sixty (60) days after the close of the fiscal year.

E. Financial Audit. City shall have the right to conduct at any time, at City's expense, an audit of the financial statements of the Water System. The Company shall provide any accounting, financial, or other report or information related to the Company's operation and maintenance of the Water System reasonably requested by City.

Section 7. Operation of Water System.

A. Repair, Maintenance and Operation: The Company shall operate the Water System and pay all costs and expenses relating to its operations, provided, however, that if the total annual maintenance and repair costs exceed \$110,000, the excess costs shall be considered System Improvements and shall be included in Capital Charges charged to the customers in the year following the year incurred pursuant to Section 9 of this Lease. City shall not be obligated to pay any cost or expense in connection with or related to the management, operation, improvement, repair or maintenance of the Water System during the Term of this Lease except for any Environmental Liabilities as defined in Section 3. The Company shall undertake any System Improvements and repairs and perform routine and emergency maintenance of the Water System in accordance with customary utility practices. All System Improvements to the Water System shall be subject, however, to the procedures set forth in Section 9 hereof.

B. Customer Service Obligations: The Company shall have the following customer service obligations: sending monthly or bimonthly bills, at the Company's election, to all customers receiving water service in the Service Area; payment processing; responding to customer inquiries on water service, bills, leaks or other concerns; collecting bills; processing applications for new or transfers of service; collecting customer deposits for new service; collecting construction meter deposits; investigating customer complaints.

C. Emergency Service Obligations: The Company shall have the following emergency service obligations while the Lease is in effect: maintaining 24 hour on-call response to emergency calls or customer inquiries; providing an emergency or natural disaster operations plan; maintaining an emergency communications system; providing or having access to equipment required to perform emergency repair work to vital system equipment and water mains.

D. Water Quality Testing Obligations: The Company shall have the following water quality testing obligations while the Lease is in effect: performing, or causing to be performed, by a State of California certified laboratory and all water sampling, analysis, testing and reporting required for water sources, distribution mains or customer premises by the U.S. Environmental Protection Agency, State of California Department of Health Services and Office of Drinking Water and the County Environmental Health Department, or acts of the U.S. Congress or California Legislature; scheduling and collecting water samples to test for microbiological, inorganic and organic constituents; transportation to a certified lab; preparing monitoring plans; sample collection training; reporting to appropriate regulators; record keeping;

analysis interpretation; special or emergency sample collection and analysis, and emergency notification to affected customers, if required; preparing and distributing all published and distributed customer reports on water quality; new well or water source sampling and analysis; response to customer inquiries on water quality; coordination of cross-connection control and potential contamination issues; conducting an annual system survey with the California State Department of Health Services; obtaining any necessary permits and compliance with appropriate air district regulations; providing hazardous materials control program, and ensuring all operator certification compliance with State and Federal requirements.

E. Other Service Obligations: The Company shall have the following additional service obligations while the Lease is in effect: implement a water conservation program; maintain distribution system maps and plat maps; prepare any required urban water management plans; and in general, to do all such acts and perform all such services that are required to operate the Water System in a manner similar to that which is customary and standard in the water utility industry, subject, however, to the provisions of this Lease.

F. Operations Report: The Company shall on annual basis provide City a reasonably detailed Operations Report on the Company's operation and maintenance of the Water System. The Operations Report shall include but not limited to reports on customer inquiries, bad debt, conservation activities, meter replacements, water testing results, system leaks and other pertinent Operations and Maintenance activities and data related to the Water System. The Company shall deliver the Operations Report to City sixty (60) days after the close of the fiscal year. The Company shall periodically provide City any other report or information related to the Company's operations and maintenance of the Water System that is reasonably requested by City.

G. General Operation: Unless inconsistent with the specific terms of this Lease, the Company shall operate the Water System according to the procedures which are customary and standard in the water utility industry and in compliance with all Legal Requirements.

Section 8. Rates and Charges.

A. Rate Relief: During the first three years of the Term of this Lease, without the prior written consent of City, the Company may not increase the Water Service Rates, except for the extraordinary rate relief described in Paragraph 8B, the surcharges described in Paragraph 8C and the Capital Charges for System Improvements described in Section 9. The Company shall propose to City reasonable rates and charges from time-to-time thereafter for water service for customers served by the Water System by a Request for Rate Relief. The Request for Rate Relief shall: (i) be submitted in writing and in the format set forth in Exhibit C; (ii) include pertinent work papers used to develop the Request for Rate Relief; and (iii) set forth the reasons that support the Company's Request for Rate Relief. The Company shall be entitled to recover in its Water Rates all necessary and reasonable costs related to performing the services set forth in this Lease and a fair and reasonable rate of return. The Company shall be entitled to earn an after-tax rate of return of eight percent (8%) on Gross Revenues. If in any year the Company's after-tax rate of return is below 8% ("Shortfall Year"), the City agrees to enact Water Rates that will provide such a return to the Company in the calendar year following the Shortfall Year. All Requests for Rate Relief by the Company shall require approval by City, which approval shall

not be unreasonably withheld. Any disapproval shall state detailed reasons therefor. In determining reasonable rates and charges for water service, City shall consider all relevant information, including current CPUC approved rates and current proposed rates for the water companies operated by Cal-Am.

B. Extraordinary Rate Relief. City shall act on all Requests for Rate Relief within 60 days of receipt of the request. In cases of natural disaster, other emergencies, acts of God or other extraordinary events (including, without limitation, new governmental rules, regulations or permit requirements), City recognizes that extraordinary rate relief on an expedited basis may be necessary and City agrees to expeditiously consider any such reasonable Request for Relief. If City does not act on any Request for Rate Relief either within the 60 day period or on an expedited basis, as the case may be, and such Rate Relief eventually is approved or ordered, the water rates and charges shall be adjusted to recover from customers over a reasonable period of time such amounts as are necessary to restore the Company to the same financial position it would have been in had the rate increase been effective at the end of such 60 day period.

C. Surcharges. Notwithstanding the foregoing, the Company may upon written notice to the City, pass through to customers in the Service Area by means of a surcharge included on customer bills, in a manner substantially similar to that permitted by the CPUC, any increase in Government Charges or any increase in the cost of water or power (to the extent not already reflected in rates) and any property tax levied against the Company as a result of this Lease (as discussed in Section 20 below). Any surcharges also may include the additional amount that the Company will have to pay to City as a Lease Payment or Franchise Fee as a result of the increased water or power cost or Government Charges. The Company shall promptly pass through in a manner substantially similar to that permitted by the CPUC any decreases in water or power costs or Government Charges. The Company shall, at City's request, provide City with any information which City may reasonably request documenting any increases or decreases in the cost of water or power or any new Government Charges. The Company may also impose conservation or rationing penalties on those customers exceeding their allocations, if mandatory water rationing involving penalties is imposed on Water System customers by any water district or other Governmental Body.

Section 9. System Improvements.

Subject to the terms and conditions contained in this Section, the Company shall invest a maximum of \$10 million in the Water System for System Improvements during the first 10 years of this Lease. Further, the Company shall use its best efforts to obtain on behalf of the City, or to assist the City in obtaining, government grants and low-interest loans for System Improvements. The Company shall provide City with a reasonably detailed System Improvement Report recommending, on a priority basis, System Improvements to be undertaken in the following year to preserve or upgrade the Water System. The Company shall deliver the System Improvement Report to City prior to the commencement of the City's fiscal year to which it relates so that City may incorporate it into its budget for the applicable year. All System Improvements must be reviewed and approved by City in writing prior to any implementation thereof, which writing shall specify the source of the necessary funds to make the System Improvements (e.g., City funds, government grants or low-interest loans or Company funds). If for any reason this Lease

is terminated prior to the expiration of the Term, the Company shall have no further obligation to invest funds in the Water System beyond the funds invested at the date of termination.

The annual System Improvements Report shall also contain a proposed Capital Charge, which shall be billed to the customers of the Water System as a surcharge. City shall institute such a Capital Charge to recover all financing and other costs related to System Improvements for the Water System. The Company shall be entitled to recover in a Capital Charge all necessary and reasonable financing and other costs related to the Net Capital Investment in the Water System, including but not limited to (i) recovery of financing costs related to the debt portion of the Net Capital Investment (ii) a fair and reasonable return on the equity portion of the Net Capital Investment; and (iii) recovery of the principal sum of the Net Capital Investment at an annual rate of four percent (4%) of the Net Capital Investment. The recovery period shall be adjusted to provide full recovery over the remaining term of the Lease. The Company shall not be obligated to fund or construct any System Improvements unless City approves a Capital Charge recommended by the Company for such System Improvements.

If this Lease is terminated for any reason, , then City shall be required to pay the Company the Net Capital Investment, plus any unpaid financing or other costs related to the Net Capital Investment. City shall make payment to the Company prior to the effective termination date of this Lease.

Section 10. Evaluation of System.

The Company, upon reasonable advance written request of City or its agent, shall permit City or City's agent to conduct a comprehensive inspection of the Water System, including, but not limited to, field inspections, maintenance records and reports, customer complaints and System Improvement installations schedule and plans, in order to assess the condition of the Water System.

If City determines that all or part of the Water System is not being operated or maintained in accordance with customary industry standards, City shall provide written notice to the Company describing the deficiencies which City wishes to be corrected. The Company, shall within 75 days thereafter, file with City its written response describing which deficiencies the Company agrees need to be corrected together with a plan to correct those deficiencies.

If the Company, in its written response to City, disagrees with any or all of the deficiencies described in City's notice or if the Company does not agree to the plan for deficiency corrections proposed by City, the parties shall negotiate in good faith in an attempt to resolve all disputed issues. If agreement cannot be reached between the parties on any or all disputed issues, then the parties agree to submit the unsolved issues to arbitration in accordance with the provisions set forth in Section 30 below.

Section 11. Water Supply.

The City shall assign to the Company and the Company shall accept, the rights and duties of all water supply contracts with respect to the Water System that the City holds at the Commencement Date which previously have been reviewed and approved by the Company, including the Master Water Sales Contract with the San Francisco Public Utilities Commission.

Any bills or invoices received by the City pursuant to such contracts for water delivered after the Commencement Date shall be promptly forwarded to the Company for payment. If assignment or transfer of any other supply or operating contracts is deemed necessary by either the Company or City, City shall cooperate with the Company in completing such assignment or transfer for the duration of this Lease. The City also acknowledges that the Company will receive and deliver water in the Water System from Hetch Hetchy reservoir that will be treated by the City of San Francisco, and the Company shall not be liable or otherwise responsible for the quality of any such water as delivered to it by the City of San Francisco.

Section 12. Customer Billing and Collections.

A. The Company shall bill and collect the charges to customers receiving water through the Water System in accordance with the City's Schedule of Rates for Water Service and administrative rules that govern Water Service Rates, billing and collection of water service charges, which Water Service Rates may be adjusted from time-to-time pursuant to Sections 8 and 9. The Company may propose, however, revisions to City's administrative rules governing billing, collection, payment and credit and City shall approve such revisions if they are reasonable and comply with laws applicable to municipality-owned water systems. The Company shall submit any proposed revisions of such rules to City for prior approval.

B. To the extent required by law, the Company shall bill and collect on behalf of City from Water System customers any additional amounts which City may assess as a City user's tax on such customers and shall promptly pay all such amounts to City.

C. City agrees to cooperate with the Company in collecting unpaid/delinquent accounts and, when necessary and legally appropriate, impose property tax liens against customers whose accounts have been unpaid for an unreasonable period of time. In doing so, City shall not be obligated, however, to pursue collection proceedings on behalf of the Company. The City authorizes the Company to act on its behalf in exercising all powers and remedies available to the City in collecting unpaid/delinquent accounts.

D. The meters of all customers in the Service Area shall be read prior to the Commencement Date in accordance with a schedule agreed upon by City and the Company. All monies received by either City or the Company pertaining to water service furnished prior to the Commencement Date shall be and remain the property of City. Payments of Gross Revenues received by either City or the Company for water service furnished during the Term shall be and remain the property of the Company. If City receives any such payments it shall turn them over to the Company. Payments collected by the Company on accounts that were delinquent prior to the Commencement Date shall be delivered to City. Upon expiration or earlier termination of the Term, the amounts due through such expiration or termination date from all customers shall be calculated by the Company and, in lieu of collection and retention of such amounts by the Company, the Company shall be promptly paid such amount by City less a reasonable amount for bad debts based on the collection history of the customers in the Service Area.

Section 13: Insurance:

A. Obligations of the Company. During the Term, the Company at its own cost and expense shall maintain insurance, issued by a carrier or carriers as follows:

(1) Commercial general liability insurance in the single limit amount of not less than \$5,000,000, written on an occurrence basis. This insurance shall include coverage for injury (including death) or damage to persons and/or property arising out of the operations of the Company pursuant to this Lease. The policy shall include coverage for liability assumed under this Lease for personal injury, property damage and all other insurable claims as an "insured contract" for the performance of the Company's obligations under this Lease.

(2) Workers' compensation insurance, or a certificate of self-insurance, insuring against liability under the Workers' Compensation Insurance and Safety Act now in force in California, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof. This insurance shall fully cover all persons employed by the Company in connection with its operations under this Lease for claims of injury (including death) arising in connection with their employment by the Company pursuant to its operation and management of the Water System.

(3) Automobile (vehicle) liability insurance on an occurrence basis for bodily injury and/or property damage in a single limit amount of not less than one million dollars (\$1,000,000).

B. All policies of insurance required by this Lease shall contain an endorsement in favor of City.

C. The parties shall periodically review from time-to-time the insurance required hereby to determine if increases in the minimum limits of such insurance are necessary.

D. All insurance shall be written under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California and reasonably acceptable to City.

E. All policies of insurance shall provide that such policies may not be canceled or materially changed without at least 30 days' prior written notice to the Company and to City. A certificate of insurance shall be delivered to City, prior to the Commencement Date and the expiration dates of expiring or non-renewed policies.

F. The limits of insurance required by this Lease or as carried by the Company shall not limit the liability of the Company nor relieve the Company of any obligation hereunder.

G. The Company shall cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against City in connection with any damage covered by any policy.

Section 14. Periodic Reviews.

Either party shall have the option to request a meeting at least 180 days prior to the expiration of each five year period of the Term to evaluate the performance of the Company under the Lease and the financial feasibility for the Company to continue the Lease under its existing terms in light of past events and anticipated future events. If either party requests such a meeting, the parties shall negotiate in good faith on all issues relating to the terms of the Lease or performance under the lease, as to which they may disagree. After the conclusion of these good faith negotiations, either party shall be entitled to terminate the Lease by providing the other party with written notice of termination at least 60 days prior to the 5th, 10th, 15th or 20th anniversary of the Commencement Date, as the case may be, if such party reasonably concludes that it is not in its best interest to continue the Lease.

Section 15. Liens and Encumbrances.

City shall keep the Water System and all revenues arising from its operation free and clear of all liens, security interests and encumbrances except for those consented to by the Company. The Company shall keep its leasehold interest in the Water System created pursuant to this Lease free and clear of all liens, security interests and encumbrances, except for those consented to by the City.

Section 16. Surrender Upon Expiration or Termination.

Upon expiration or termination of this Lease, the Company agrees that it shall surrender to City the Water System in good order and condition and in a state of repair that is consistent with prudent use and maintenance, subject to the City having approved the System Improvements and related Capital Charges proposed from time-to-time by the Company.

Section 17. Representations and Warranties.

A. Representations and Warranties of City. City hereby represents and warrants to the Company that:

(1) City is duly organized and an existing municipal corporation under the laws of the State of California and is duly authorized to execute and deliver this Lease.

(2) City has the power, authority and legal right to enter into and perform this Lease and the execution, delivery and performance hereof by the City (i) have been duly authorized by City, acting by and through its City Council and Mayor, (ii) do not require any other approvals by any Governmental Body, (iii) will not violate any Legal Requirement applicable to City, and (iv) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the Water System or any agreement or instrument to which City is a party that relates to the Water System or by which the Water System may be bound or affected.

(3) City owns the Water System free and clear of all liens, security interests and encumbrances.

(4) This Lease has been duly entered into by City and constitutes a legal, valid and binding obligation of City, enforceable against City in accordance with its terms.

(5) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or threatened against City, or otherwise affecting the Water System, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by City of its obligations hereunder, or which, in any way, would adversely affect the validity or enforceability of this Lease, the operation of the Water System by the Company or any other agreement or instrument entered into by City in connection with the transactions contemplated hereby.

(6) The Water System is being operated in compliance, in all material respects, with all Legal Requirements. Except as described in Exhibit D, there are no outstanding complaints, orders, citations, notices or orders of violation or non-compliance issued with respect thereto under any Legal Requirements, nor does City know or have reasonable grounds to know of any facts which could give rise to a notice of non-compliance under any Legal Requirements.

(7) The Water System is being operated in accordance with all Legal Requirements and all applicable permits have been obtained with respect thereto. City has no knowledge of any proceeding or application which has been instituted or which is pending to amend the terms of any permit issued in connection with or with respect to the operation and maintenance of the Water System. All permit applications required to be filed and all permit fees required to be paid in connection with the Water System have been filed and paid, as applicable.

(8) City has no knowledge of any claim, proceeding, suit or demand alleging responsibility for damage to or destruction of tangible property, including the loss of use resulting therefrom or bodily injury, sickness, disease or death, in any way related to the operation and maintenance of the Water System.

(9) The Water System has been operated and it is in compliance with all material terms of the agreements and contracts relating to its operation and no party thereto is in material violation of or in default thereunder.

(10) The City represents and warrants that the Water System is in compliance with all applicable Legal Requirements and has been designed, installed and maintained to allow continued operation to meet all applicable Legal Requirements currently in existence or known to become effective during the term of this Lease and the Water System does not pose a known undue risk of liability to the Company as its operator. The City further represents and warrants that there is no soil or groundwater contamination or any other condition, defect, occurrence, threatened occurrence or event that could produce soil or groundwater contamination associated with the Water System or that could violate any Environmental Laws except as specifically identified and described on Exhibit E attached hereto.

B. Representations and Warranties of the Company. The Company hereby represents and warrants to City that:

(1) The Company is a corporation duly organized and existing under the laws of the State of Delaware and is qualified to do business in the State of California.

(2) The Company has the power, authority and legal right to enter into and perform its obligations set forth in this Lease, and the execution, delivery and performance hereof (i) have been duly authorized, (ii) do not require the approval of any Governmental Body, (iii) will not violate any Legal Requirements applicable to the Company or any provisions of the organizational documents of the Company, and (iv) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Company under any agreement or instrument to which the Company is a party or by which the Company or its assets may be bound or affected.

(3) This Lease has been duly entered into and constitutes a legal, valid and binding obligation of the Company, fully enforceable against the Company in accordance with its terms.

(4) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Company's knowledge, threatened against the Company, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Company of its obligations hereunder, or which, in any way, would adversely affect the validity or enforceability of this Lease, the operation of the Water System by the Company or any other agreement or instrument entered into by the Company in connection with the transactions contemplated hereby.

Section 18. Default and Remedies.

A. The occurrence of any of the following shall constitute a default by the Company:

(1) If the Company fails to make any payment to City or to any third party required by this Lease as and when due, or to obtain and maintain any insurance required by this Lease, where such failure continues for 30 days following receipt of written notice from City specifying the failure;

(2) If the Company fails to perform any of its other covenants or agreements contained in this Lease, where such failure continues for 60 days following receipt of written notice from City specifying the failure;

(3) Notwithstanding subsection (2) above, in the case of a failure to perform which cannot feasibly be cured within 60 days (for example, a major repair to the Water System), a default shall only occur if the Company fails to commence and diligently proceed toward full performance of the cure within 60 days following receipt of written notice from City specifying the failure, or if the Company fails to complete such performance within a reasonable time thereafter; or

(4) If (a) the Company becomes bankrupt or insolvent or makes any general arrangement or assignment for the benefit of creditors; (b) if the Company becomes a "debtor" as defined in 11 U.S.C. Section 141 or any successor statute thereto (unless, in the case of a petition filed against the Company, the same is dismissed within 90 days); (c) if a trustee or receiver is

appointed to take possession of substantially all of the Company's assets or of the Company's interest in this Lease and possession is not restored to the Company within 60 days; or (d) if a writ of attachment or execution is levied on, or there is a judicial seizure of, substantially all of the Company's assets or of the Company's interest in this Lease and such seizure is not discharged within 60 days.

B. If City shall default in performing any of its covenants or agreements contained herein, including the unreasonable withholding of approval of Requests for Rate Relief, and such default shall continue for a period of 60 days after receipt by City from the Company of written notice specifying the nature of the default, then the Company may at its option, upon 60 days written notice, cancel and terminate this Lease. In the case of a default which cannot feasibly be cured within 60 days, if City fails to commence performance and diligently proceed toward full performance within 60 days after receipt of notice by the Company of City's failure to perform or fails to complete performance within a reasonable time thereafter, the Company may, upon 60 days prior written notice, terminate this Lease. The Company shall be entitled to all legal and equitable remedies provided by law if it terminates this Lease in accordance with this Paragraph 18B.

C. In the event of a default by the Company, the City may terminate this Lease on 60 days prior written notice. Alternatively, the City may elect to not terminate the Lease during the duration of the default and shall have the right to continue receiving payments hereunder and other required performances by the Company when due hereunder.

D. Notwithstanding any provision of this Section 18 to the contrary, if a default or failure to perform by the Company poses a threat to public health or safety, City shall so notify the Company, and if the Company fails to take corrective action within the time specified in such notice, City may enter the Water System and take all necessary action at the Company's expense. The Company shall promptly reimburse City for its costs.

E. Each party's performance under this Lease shall be excused if the party is unable to perform because of causes beyond its reasonable control, including but not limited to Acts of God, the acts of civil or military authority, floods, earthquakes, riots, strikes, interruption of water deliveries from the San Francisco Public Utilities Commission and commercial impossibility. In the event of any such force majeure, the Company will notify the other party within 24 hours of the existence of such force majeure event and shall be required to resume performance of its obligations under this Agreement upon the termination of the force majeure event.

F. Any disputes regarding the occurrence of a default hereunder, or the consequences thereof, shall be subject to the provisions of Section 30 below regarding arbitration.

Section 19. Discharge of Liens.

The Company shall pay and discharge all claims for materials, parts, labor, water, power and other consumables and supplies furnished at the Company's request upon or to the Water System and to keep the Water System free and clear of all liens resulting from such claims. City

agrees to pay and discharge all claims and obligations for materials, parts, labor, water, power and other consumables and supplies furnished at City's request upon or to the Water System prior to the commencement of the Term of this Lease.

Section 20. Taxes and Assessments; Possessory Interest.

The Company shall pay all taxes, assessments, fees, levies, charges, license or permit fees and other government charges of any kind or nature while this Lease is in effect levied, charged, assessed or imposed upon or against the Water System. The City shall pay all taxes, assessments, fees, levies, charges, license or permit fees and other government charges of any kind or nature levied, charged or imposed upon or against the Water System prior to the Commencement Date of the Lease. Without limiting the generality of the foregoing, the Company acknowledges that this Lease may create a possessory interest which may be subject to property taxation and that the Company may be subject to the payment of property taxes levied on such interest. Any such tax shall be the sole responsibility of the Company; provided, however, the Company may include any such property tax as a surcharge to be billed to customers pursuant to Paragraph 8C.

Section 21. Compliance with Law.

Except as otherwise provided in this Lease, the Company shall, at the Company's sole cost and expense, diligently and in a timely manner, comply in all material respects with all applicable laws, which term is used in this Lease to include all Legal Requirements. The Company shall notify City in writing (with copies of any documents involved) of any threatened or actual claim, notice, inquiry, citation, warning, complaint or report pertaining to or involving failure by the Company or the Water System to comply with any Legal Requirements.

Section 22. Hazardous Substances.

A. The Company shall not cause any release, generation, manufacture, storage, treatment, transportation, or disposal of Hazardous Substance on, in, under, or from the Water System in violation of any Legal Requirement. If the Company does cause any release or disposal of any Hazardous Substance on, in, or under the Water System, the Company, at its own cost and expense, will immediately take such action as is necessary to detain the spread of and remove the Hazardous Substance to the complete satisfaction of City and other appropriate Governmental Bodies. The Company shall promptly notify City of any release or disposal (of which the Company has knowledge or becomes aware) of any Hazardous Substance on, in, under or from the Water System.

B. The Company shall indemnify, defend (with counsel reasonably acceptable to City) and hold City and City's officers, agents and employees, free and harmless from and against, all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages, disbursements or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claims, or proceeding) that may at any time be imposed upon, incurred by, asserted, or awarded against City in connection with or arising from or out of:

(1) any breach of any covenant or agreement of the Company contained or referred to in this Section 22;

(2) any violation or claim of violation by the Company of any Legal Requirement that is finally adjudicated to be a violation of a Legal Requirement, except a claim that this Lease or any City ordinance violates a Legal Requirement; or

(3) the imposition of any lien on the Water System for the recovery of any Clean Up Costs relating to the release or threatened release of any Hazardous Substance by the Company.

The expiration or termination of this Lease and/or the termination of the Company's right to possession shall not relieve the Company from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term hereof by reason of the Company's operation and management of the Water System.

C. City shall, at its sole expense, conduct a Phase I environmental assessment on the Water System prior to or within 14 days of the Commencement Date. If the environmental assessment concludes that there is a reasonable chance that soil or groundwater contamination in violation of applicable legal standards or other violation of a Legal Requirement exists on or below property included in the Water System, the City shall, at its sole expense, conduct a Phase II environmental assessment within 60 days of receipt of the Phase I assessment report in order to confirm the existence of and characterize the problem. The City shall be solely responsible for any future investigation, testing or remediation required as a result of conditions discovered in the Phase I or Phase II environmental assessments and shall conduct any such remediations in coordination with the Company's operation of the Water System.

D. City shall indemnify, defend (with counsel reasonably acceptable to the Company) and hold the Company and its officers, agents, employees, shareholders and affiliates free and harmless from and against, all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages, disbursements or expenses of any kind (including attorneys' and experts' fees and expenses, fees and expenses incurred in investigating, defending, or prosecuting any litigation, claims, or proceeding, and the cost of site investigation, testing and Clean Up Costs) that may at any time be imposed upon, incurred by, asserted, or awarded against the Company in connection with or arising from or out of:

(1) any Hazardous Substance on, in, under, or affecting all, or any portion of the Water System (including, without limitation, the imposition of any lien for the recovery of any Clean Up Costs), excluding any Hazardous Substance released, generated, manufactured, stored, treated, transported or disposed of by the Company or its affiliates;

(2) any breach of any covenant or agreement of City contained or referred to in this Section 22;

(3) any violation or claim of violation by City or any other entity or person, other than the Company or its affiliates of any Legal Requirement; or

(4) the imposition of any lien on the Water System for the recovery of any Clean Up Costs relating to the release or threatened release of any Hazardous Substance other than by the Company.

The expiration or termination of this Lease shall not relieve City from liability under any indemnity provisions of this Lease.

E. The notice and other procedures set forth in Section 23 below shall govern all indemnification claims and rights under this Section 22.

Section 23. Indemnity.

The Company shall hold City, and its officers, agents and employees, free and harmless of and from, and to defend, indemnify, and protect City, and its officers, agents and employees, against all liability, loss, claims, actions, demands, damage, expense, costs (including, without limitation, reasonable attorneys' fees and all costs and fees of litigation and its threat) asserted against City of any kind or nature arising out of or in any way connected with any misrepresentation, breach or inaccuracy of any representation or warranty or material nonfulfillment of or material failure to comply with any agreement, condition or covenant on part of the Company under this Lease, to the maximum extent permitted by law ("Indemnified Losses"). The expiration or termination of this Lease shall not relieve the Company from liability under any indemnity provisions of this Lease.

City shall hold the Company, and its officers, agents, employees, shareholders and affiliates, free and harmless of and from, and to defend and indemnify the Company, and its officers, agents and employees, against all liability, loss, claims, actions, demands, damage, expense, costs (including, without limitation, all costs and fees of litigation and its threat) asserted against the Company of any kind or nature arising out of or any way connected to the ownership or operation of the Water System occurring or accruing prior to or after the Term, including the condition (known or unknown) of the Water System facilities, or any material misrepresentation, breach or inaccuracy of any representation or warranty, or material nonfulfillment or material failure to comply with any agreement, condition or covenant on the part of City under this Lease or any actions or omissions of the City or its employees, agents or officials, to the maximum extent permitted by law ("Indemnified Losses"). The expiration or termination of this Lease shall not relieve the City from liability under any indemnity provisions of this Lease.

If there is asserted any claim, liability or obligation that in the judgment of a party indemnified above (an "Indemnified Party") may give rise to any Indemnified Losses, such Indemnified party shall give the party from whom indemnity is sought (the "Indemnitor") notice within 30 days of the assertion of any claim, liability or obligation, or within 30 days of receipt of notice of the filing of any lawsuit, arbitration action or other proceeding based upon such assertion, or, with respect to a claim not yet asserted against the Indemnified party, promptly upon the determination by the Indemnified Party of the existence of the same, and shall give Indemnitor a reasonable opportunity of assuming the defense of such claim, liability or obligation, using counsel acceptable to the Indemnified Party; provided, however, that the Indemnified Party shall have the right to participate in such defense. Failure by the Indemnified

Party to give timely notice pursuant to this Section shall not relieve the Indemnitor of its obligations, except to the extent that the Indemnitor is actually prejudiced by such failure to give timely notice. No settlement or adjustment shall be made without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld. If Indemnitor fails to contest in good faith any such claim, liability or obligation, the Indemnified Party shall have the right to defend, settle or pay the same and pursue its remedies for indemnities against Indemnitor hereunder. The Indemnified Party shall cooperate with Indemnitor in any such defense which Indemnitor elects to assume in the event Indemnitor makes such request to the Indemnified party and such request is reasonable, provided Indemnitor will hold the Indemnified Party harmless from all of its reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred in connection with the Indemnified Party's cooperation. In the event of a disagreement among the parties as to whether any claim, liability or obligation may give rise to an Indemnified Loss, then the Indemnified Party shall have the right to defend, settle or pay the same, and/or to pursue its remedies against Indemnitor hereunder; provided, however, that Indemnitor shall have the right to participate in such defense, and no settlement or adjustment shall be made without Indemnitor's prior written consent, which consent shall not be unreasonably withheld.

Neither party shall be liable to the other party for indirect or consequential damages.

Section 24. City's Access.

City and City's agents shall have the right to enter the Water System at any time in the case of an emergency, and otherwise at reasonable times and on reasonable prior notice for the following purposes (i) to determine whether the Water System is in good condition as required by this Lease and whether the Company is complying with its obligations under this Lease, (ii) to serve, post or keep posted any notices required or allowed by law or under this Lease, and (iii) as City may otherwise reasonably deem necessary.

Section 25. California Law.

This Lease shall be governed by the laws of the State of California without regard to conflict of laws principles.

Section 26. Notices.

Any notice or communication required or permitted hereunder, shall be deemed to have been given if in writing and (a) delivered in person, (b) delivered by confirmed facsimile transmission, (c) sent by overnight carrier, postage prepaid with return receipt requested, or (d) mailed by certified or registered mail, postage prepaid with return receipt requested, addressed as follows:

City:

City of East Palo Alto

2415 University Avenue
East Palo Alto, California 94303
Attn: City Manager

The Company: American Water Services, Inc.

10000 Sagemore Drive, Suite 10101
Marlton, New Jersey 08043
Attn: President

With a copy to:

California-American Water Company
880 Kuhn Drive
Chula Vista, California 91914
Attn: President

or such other address and to the attention of such other person as a party may notice to the others in accordance with this Section 25. Any such notice or communication shall be deemed received on the date delivered personally or delivered by facsimile transmission, on the first Business Day after it was sent by overnight carrier, postage prepaid with return receipt requested or on the third Business Day after it was sent by overnight carrier, postage prepaid with return receipt requested.

Section 27. Waiver.

The waiver by City of any breach by the Company of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof. The waiver by the Company of any breach by City of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 28. Merger and Modification.

This Lease sets forth the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other oral or written provisions. This Lease may be modified or terminated only in a writing signed by all parties.

Section 29. Assignment.

The Company shall not assign this Lease or sublet the Water System or any portion thereof without the consent of City, which consent shall not be unreasonably withheld; provided, however, that City's consent shall not be required in connection with any assignment by the Company of any of its rights or obligations hereunder to, or otherwise utilize, Cal-Am or any other affiliated company which is controlled by, controls, or under common control with the Company.

Section 30. Arbitration.

All controversies, claims, disputes or counter-claims arising under or relating to this Lease or any resulting transaction, whether it involves a disagreement about its meaning, interpretation, application, performance, breach, termination, enforceability or validity and whether based on statute, tort, contract, common law or otherwise ("Dispute") shall be determined exclusively by binding arbitration in San Mateo County, California, before one

arbitrator. The arbitration shall determine all questions of arbitrability, including, without limitation, the scope of this agreement to arbitrate, the subject matter of the Dispute, whether an agreement to arbitrate exists and, if so, whether it covers the Dispute in question, and any other form of disagreement or conflict among the parties to this Lease, whether such Dispute existed prior to, or arises after the date of this Lease.

The arbitration shall be governed by the American Arbitration Association ("AAA") under its commercial arbitration rules, provided that the person eligible to be selected as the arbitrator shall be limited to an attorney-at-law who has practiced law for at least 15 years as an attorney in California specializing in either general commercial litigation or general corporate and commercial or utility matters. Any party may commence arbitration at any time, subject to the obligations to negotiate disagreements contained in this Lease, by giving written notice to the other party that such dispute has been referred to arbitration under this Lease. The arbitrator shall be selected by the joint agreement of the parties, subject to the standards set forth above, but if they do not so agree, within 20 days following the notice referred to above, then the selection shall be made pursuant to the AAA Rules from the panel of arbitrators that meet the qualifications set forth above maintained by such association. The parties shall be entitled to conduct discovery in connection with the Dispute in accordance with the Federal Rules of Civil Procedure. Within 10 days following the appointment of the arbitrator, each party shall furnish the arbitrator with a statement of the matters in dispute. The arbitrator shall commence the hearing within 20 days of receiving such statement and shall complete the arbitration and file his/her decision within 60 days following his/her appointment. The cost of arbitration, including the arbitrators fees and the fees and costs of counsel, shall be allocated by the arbitrator in his/her decision. If the arbitrator determines that the dispute and arbitration, or either, is not the result of good faith on the part of any party, then the arbitrator may make an additional award to the other party for such sums as the arbitrator may in his/her discretion determine as a reasonable damage figure.

The award of the arbitrator shall be binding and conclusive upon the parties and may be entered in any state or federal court within San Mateo County, California. There shall be no right of appeal from the award of the arbitrator.

The party and the arbitrator may not disclose the existence, content or results of any arbitration without the prior consent of all of the parties, except as required by any Legal Requirement.

Section 31. Attorneys' Fees.

If any party to this Lease commences legal proceedings or arbitration to interpret this Lease, to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorneys' fees.

Section 32. Execution.

This Lease is effective upon full execution. It is the product of negotiation and therefore shall not be construed against any party.

Section 33: Counterparts.

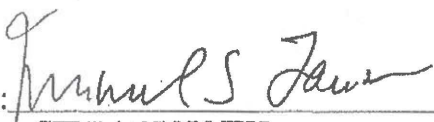
This Lease may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF EAST PALO ALTO

By: 
CITY MANAGER

Approved to Form and Content:

By: 
CITY ATTORNEY

THE COMPANY:

AMERICAN WATER SERVICES, INC.,
a Delaware corporation

By: 
PRESIDENT

Exhibit 15

From: [Richard Perez](#)
To: [Morford, Amy@EnergySafety](mailto:Morford.Amy@EnergySafety)
Subject: RE: Case C233385010 Veolia Contract with City of EPA
Date: Wednesday, March 19, 2025 9:03:11 AM
Attachments: [image002.png](#)
[image003.png](#)
[Reso 5052 Consent Transfer AWE to Veolia.pdf](#)
[Reso 56-2020 Consent re Assignment to Veolia.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Amy, thank you for your message. See my responses below and attachments.

Thank you.



Richard Perez
Utility Manager
Phone (650) 853-3117
Email rperez@cityofepa.org
Web www.cityofepa.org
1960 Tate Street
East Palo Alto, CA 94303

From: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>
Sent: Tuesday, March 18, 2025 1:38 PM
To: Richard Perez <rperez@cityofepa.org>
Subject: RE: Case C233385010 Veolia Contract with City of EPA

Hi Richard,

The contract you provided was agreed upon in 2001 between the City of East Palo Alto and American Water Services, Inc.

Correct, this is the original lease agreement under AWS that was transferred to Veolia and still in effect.

After some online research, I found that in 2018, Veolia North acquired from American Water Works Company, Inc. the rights to 23 water treatment and energy service contracts.

This is true, East Palo Alto was one of the last to transition from AWS, If memory serves, It was around June 2020 that Veolia was onsite beginning the transition which lasted to about October 2020.

Veolia's East Palo Alto operation began on June 1, 2025

This is incorrect, see above comment.

Was the contract updated with the name change?

The contract itself was never changed; however, the water permit was transferred to Veolia via the SWRCB and the City adopted the transition.

Amy Morford

Senior Policy Investigator

Underground Investigations Division

Phone: 279-789-1815

www.energysafety.ca.gov



OFFICE OF ENERGY
INFRASTRUCTURE
SAFETY

RESOLUTION NO. 56 – 2020

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EAST PALO ALTO**

**AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS,
IN A FORM TO BE APPROVED BY THE CITY ATTORNEY, TO COMPLETE THE ASSIGNMENT
OF THE AGREEMENT FOR LEASE OF REAL PROPERTY FROM AMERICAN WATER
ENTERPRISES TO VEOLIA NORTH AMERICA, LLC**

WHEREAS, the City of East Palo Alto ("City") and American Water Services, Inc. ("AWS"), also known as American Water Enterprises ("AWE"), are parties to an Agreement for Lease of Real Property (Water System) dated May 22, 2001 ("Lease Agreement"), under which AWE leases, operates and maintains the City's water system; and

WHEREAS, the Lease Agreement was amended on July 19, 2016, and expires on May 21, 2026; and

WHEREAS, on June 13, 2018, City staff met with representatives of AWE and Veolia North America, LLC ("Veolia") regarding a proposed assignment of American Water's lease interest in the City's water system to Veolia; and

WHEREAS, pursuant to Section 29 of the Lease Agreement, the City must consent to a proposed assignment of the Lease Agreement before American Water may assign the Lease Agreement, and the consent shall not be unreasonably withheld; and

WHEREAS, on November 11 2018, the City Council authorized the City Manager to notify American Water Enterprises in writing of the City of East Palo Alto's consent to assignment of the Agreement for Lease of Real Property (Water System) from American Water Enterprises to Veolia, subject to conditions outlined in City Council Resolution 5052; and

WHEREAS, for the past year, the City, AWE and Veolia worked with the State Water Resources Control Board (WRCB), Division of Drinking Water on revising the Domestic Water Supply Permit to reflect Veolia as the new operator of the water system; and

WHEREAS, on January 30, 2020, the WRCB issued the City of East Palo Alto Permit No. 02-17-20p-4110024 ("Revised Permit") for operation of the Water System; and

WHEREAS, the WRCB issued the Revised Permit due to the need to reflect the purchase agreement between AWE and Veolia North America, LLC, and the permit recognizes Veolia as the Water System operator effective January 31, 2020; and

WHEREAS, in light of WRCB's issuance of the Revised Permit recognizing Veolia as the Water System operator and the progress made on the transition by AWE and Veolia, City staff recommends issuance of a final City Notification of Consent to Assignment, effective January 31, 2020; and

WHEREAS, the letter will identify any outstanding transition items, however, these remaining issues will no longer serve as a condition precedent to completion of the assignment.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO HEREBY authorizes the City Manager to execute any and all necessary documents, in a form to be approved by the City Attorney, to conclude the assignment of the "Agreement for Lease of Real Property" from American Water Enterprises to Veolia North America, LLC.

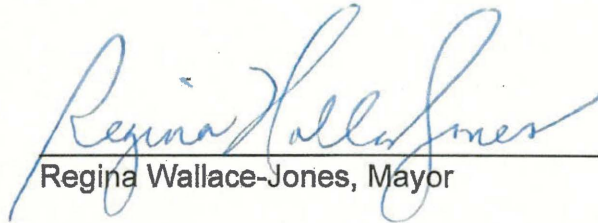
PASSED AND ADOPTED this 21st day of April 2020, by the following vote:

AYES: Abrica, Gauthier, Moody, Romero, and Wallace-Jones

NOES:

ABSENT:

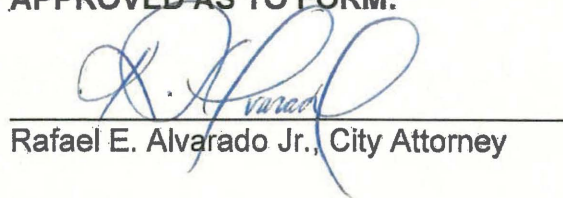
ABSTAIN:


Regina Wallace-Jones, Mayor

ATTEST:


Walfred Solorzano, City Clerk

APPROVED AS TO FORM:


Rafael E. Alvarado Jr., City Attorney

RESOLUTION NO. 5052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO CONSENTING TO THE ASSIGNMENT OF THE WATER LEASE FROM AMERICAN WATER SERVICE TO VEOLIA

WHEREAS, the City and American Water Services, Inc. (AWS), also known as American Water Enterprises (AWE), are parties to that certain Agreement for Lease of Real Property (Water System) dated May 22, 2001 (the "Lease Agreement"), under which AWS leases, operates and maintains the City's Water System; and

WHEREAS, the Lease Agreement was amended on July 19, 2016, and expires on May 21, 2026; and

WHEREAS, on June 13, 2018, City staff met with representatives of AWE and Veolia North America (Veolia) regarding a proposed assignment of American Water's lease interest in the City's water system to Veolia; and

WHEREAS, pursuant to Section 29 of the Lease, the City must consent to a proposed assignment of the Lease Agreement before American Water may assign the Lease Agreement, and the consent shall not be unreasonably withheld; and

WHEREAS, on July 9, 2018, Staff sent a letter to both AWE and Veolia to remind them that pursuant to Section 29 of the Lease Agreement the City must consent to a proposed assignment of the Lease Agreement before American Water may assign the Lease Agreement to any third party; and

WHEREAS, to assist the City in its evaluation of Veolia's capabilities to assume AWE's obligations under the lease agreement, City staff requested the following documentation:

- Veolia's Statement of Qualifications and experience managing water systems, including contact information from five municipalities similar to East Palo Alto.
- Veolia's Operations and Maintenance Plan to take over AWE's contractual obligations.
- Veolia's staffing plan, and management structure, including staff qualifications, experience and licenses.
- Financial operating structure including Veolia's.
- AWE-Veolia proposed transition plan and schedule; and

WHEREAS, in order to evaluate the reasonableness of the consent request, the City performed its own due diligence regarding technical, operation and financial impacts of the proposed assignment; and

WHEREAS, the City's due diligence process included analyses by Erler & Kalinowski, Inc. (EKI) and Vavrinek Trine Day & Co. LLP ("VTD") to identify potential concerns with the proposed assignment; and

WHEREAS, the City requested Erler & Kalinowski, Inc. (EKI) to evaluate key aspects of Veolia's qualifications related to the operation and management of potable water systems and to provide the City with a recommendation; and

WHEREAS, as part of the due diligence work, EKI reviewed all documents that were provided by Veolia to the City, for (1) reasonableness and completeness, and (2) for information on Veolia's technical expertise and experience in operating similar systems; and

WHEREAS, EKI has prepared a brief technical memorandum with a summary of conversations with the references, a description of additional information required from Veolia, and a general recommendation to the City regarding Veolia's technical qualifications to operate and maintain the City's water system; and

WHEREAS, Vavrinek Trine Day & Co. LLP performed a financial due diligence; and

WHEREAS, based on the information provided, Veolia appears to be a competent company with decades of experience in operating water treatment and distribution facilities, and has demonstrated technical and managerial capability at a corporate level to operate the City's Water System; and

WHEREAS, a successful operation of the City Water system will be highly dependent on the actual operators and local managers hired by Veolia, and the retention of those employees; and

WHEREAS, if the City should decide to consent to the assignment of the Lease Agreement to Veolia, it is critical that the City make a condition of consenting to the lease assignment, the development and implementation of a City-specific transition plan acceptable to the City; and

WHEREAS, the transition plan should include a detailed on-boarding and training program for current American Water employees and new employees that Veolia may hire to operate the City's Water System and include several public community meetings to get feedback on customer service during the transition.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO HEREBY authorizes the City Manager to notify American Water Enterprises in writing of the City of East Palo Alto's consent to assignment of the "Agreement for Lease of Real Property (Water System)" from American Water Enterprises to Veolia, subject to the following condition: Veolia shall develop and implement a City-specific transition plan that is acceptable to the City Manager, and is consistent with the typical transition plan outlined in Veolia's Statement of Qualifications, attached to this resolution as Exhibit A.

PASSED AND ADOPTED this 8th day of November 2018, by the following vote:

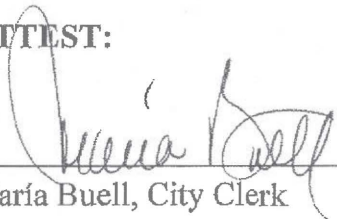
AYES: ROMERO, RUTHERFORD, ABRICA, MOODY
NOES: NONE
ABSENT: GAUTHIER
ABSTAIN: NONE

SIGNED:



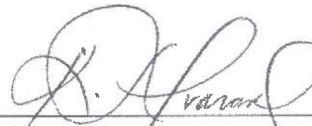
Ruben Abrica, Mayor

ATTEST:



María Buell, City Clerk

APPROVED AS TO FORM:



Rafael E. Alvarado Jr., City Attorney

Statement of Qualifications

Meeting Expectations

- **Corporate Capabilities and Ability to Perform O&M Services** – Veolia is a leader in the delivery of O&M services in North America, and we will offer our clients access to our regional, national and international base of resources and expertise to effectively meet the needs of your operations. Our firm's base of experience covers four decades, and we offer a regional staff base of over 525 operations, maintenance, technical, business and other professionals. These regional resources are further supported by our North American staff base of over 3,330, with almost 2,550 of that number being O&M staff.

- **Financial Qualifications** – With 45 years of experience in providing O&M services to municipal clients throughout North America, Veolia has the capacity and resources needed to carry out all of the contractual commitments that will be required. We are part of a national company serving 165 municipal clients, with current operations

responsibility for water operations that are capable of supplying over 793 MGD of potable water to meet the needs of more than 4.2 million people. Through this work Veolia ranks as the largest and most successful O&M provider in the industry, with the most projects/contracts, the largest municipal market share (35%), and the highest revenues (\$632 million). Veolia in North America is also part of a global company, Veolia Environnement, a company with a 164-year history in the water industry. In 2016 our company realized over \$25.7 billion, providing the financial stability and resources that will support our work in delivering on our O&M commitments.

- **Technical Approach** – The plan and approach that we will put in place for our client operations builds on our firm's unmatched base of operations experience and is tailored to the client's specific needs. Veolia develops an understanding of your facilities and operations, and we apply the knowledge and expertise of our technical resources to shaping a plan that will ensure effective process control, laboratory QA/QC, solids management, system maintenance and capital improvement planning.

Veolia in North America – Experience Profile

- 165 Municipal and Clients
 - 84 Municipal Water Treatment Facilities
 - 2,782 Miles of Distribution System Lines
 - 86 Water Pump Stations
 - 187 Water Wells
 - 189 Municipal Wastewater Treatment Facilities
 - 6,376 Miles of Collection System Lines
 - 1,166 Wastewater Pump Stations
 - 42 Industrial Pretreatment Programs
 - 15 Billing/Collection Operations
 - 23 Meter Reading Operations - 147,399 Meters Read
 - 4 Public Works Operations (other than Water/Wastewater)
- 5 Operations Assistance/Peer Performance Solutions Contracts
- 100 Industrial Clients
 - 75 Industrial Wastewater Treatment Facilities
 - 25 Industrial Water Treatment Facilities
- 793 Million Gallons Water Treated Daily Capacity
- 1.7 Billion Gallons Wastewater Treated Daily Capacity
- 180,510 Dry Tons of Biosolids Processed/Year
- 19.3 Million+ Population Served Daily

Experience & Resources Needed to Deliver on Our Commitments

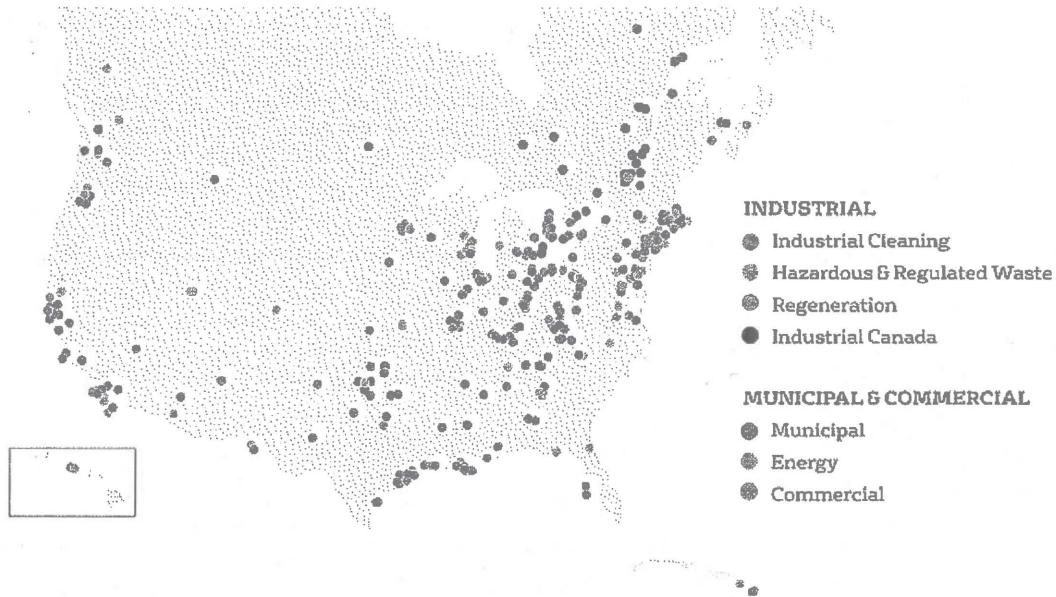
Veolia has provided operations, maintenance and management (O&M) and related services to clients in North America for more than 45 years, and today our company has operations responsibility for some 295 clients.

This work includes operation of more than 260 wastewater treatment plants treating over 1.7 billion gallons of wastewater flows each day to meet the needs of more than 5.7 million people. We also provide O&M services to 165 municipal clients, with current operations responsibility for water operations that are capable of supplying over 793 MGD of potable water to meet the needs of more than 4.2 million people.

Veolia ranks as the largest and most successful O&M provider in the industry, with the most projects/contracts, the largest municipal market share (35%), and the highest revenues (\$632 million).

Veolia in North America is also part of a global company, Veolia Environnement, a company with a 164-year history in the water industry. Today, our global parent company provides services in three core areas: water, waste management and energy. In 2016 our company realized over \$25.7 billion, providing the financial stability and resources that will support our work in delivering on our O&M commitments.

Veolia delivers quality services across our wide network of utility and industrial facilities



Local staff will be supported, as needed, by our firm's regional staff to meet the routine and emergency needs of the operations. Regional staff numbers more than 525. Our total North American staff base numbers over 7,800, which, in turn, is part of the global Veolia group with over 163,000 employees.

Location Providing Services for Project

Your facility and Veolia's Team will be supported by the business, technical, management and other resources that our firm has in Region operations group, as well as those from the North American resource base of our firm. Veolia's corporate resources include specialty teams that will routinely work with your local O&M teams:

- **Technical Support/Services Group** – This group is composed of some of the leading experts in the water and wastewater industry, which is a key advantage to partnering with Veolia. This team of operations and engineering experts allows our O&M teams to tap into the knowledge base and resources of Veolia in North America and globally. This group is responsible for centralizing technical knowledge, coordinating technical resources, integrating training and applying the best practices for Veolia's project work on a national basis.
- **Capital Program Management (CPM)** – Veolia's CPM group provides engineering design and construction support services for the implementation and management of upgrades, improvements and other capital project work at Veolia-operated and managed facilities. This group is composed of senior-level engineering design and construction professionals who are able to effectively manage and implement design and construction projects, drawing on a combination of in-house resources and expertise along with that of local firms (pre-qualified subcontractors) that provide design, construction and related expertise.
- **Energy Expertise and Resources** – Veolia's water and wastewater operations are part of our company's Municipal and Commercial operations group that also includes the operations and resources of Veolia Energy. This group specializes in the operations and maintenance of energy, central heat and power and related operations for municipal and commercial facilities. They also provide specialized expertise and

support for Veolia's water and wastewater operations in the areas of energy conservation, power systems usage and efficiency, as well as with the purchase and management of power and related energy systems consumables. This energy operations team provides engineering, operations and other experts that are another example of the key base of support resources that our local teams can call upon.

This means that Veolia provides a large staff base at the local, regional and national levels that will be available to support the routine and emergency needs of our operations team. The way in which we will bring the resources and expertise of our team to the benefit of your operations will be through the O&M, management and support team that we will commit to this project.

Resources and Capacity

Experience with Contract Municipal Water Operations

Veolia takes a business-like approach to managing the facilities we operate, always remaining focused on requirements of our customer. We are also mindful of the quality assurance and quality control issues important to regulatory agencies.

This balance of quality, cost control and commitment sets Veolia apart from other firms and is the reason we remain the largest contract operator of water and wastewater facilities in North America. Our O&M team will work to ensure that the community's demands for both quality and quantity are met.

Our firm provides the staff, chemicals, consumables and other tools required to provide a full-service approach to managing municipal utility operations. We also guarantee to meet or exceed all permit requirements and provide for comprehensive maintenance management.

Veolia's operational philosophy is that no facility can operate properly without a superior maintenance program, and our maintenance philosophy is to provide a level of maintenance that exceeds your expectations and experience. Our goal in these efforts is to provide reliability centered maintenance to ensure the equipment necessary for operations is available when needed and functions as required. Our firm's maintenance programs are designed to address the corrective and preventive maintenance needs of equipment and structures using a computerized maintenance management system (CMMS).

The elements of a comprehensive maintenance program provide for dependability and reliability, ensuring that facilities and equipment are properly maintained, getting the most from the client's capital investment.

Veolia's technical and management approach for the O&M of your water facilities will be based upon a strong legacy foundation of qualified staff, industry expertise, proven management methods, supporting resources and an overall commitment to operating excellence and asset preservation.

To deliver this type of approach, we will use the business and operations management tools that our firm has developed and refined to ensure the ongoing success of the water operations that we manage. These tools and approaches are used by our operations and management teams to effectively monitor, control and track operations and financial performance.

Some of the other elements of Veolia's O&M services approach include:

- **Regulatory Compliance** - Veolia works with our O&M customers to ensure that they maintain environmental and regulatory compliance while we assume full responsibility for our violations. Regulatory compliance becomes our company's business when we enter into an outsourcing agreement, an agreement under which we guarantee compliance within the design parameters of a given facility. We also provide the systems and engineering capabilities to add any needed flexibility within a given system, and we comply with local, state and federal laws and regulations.

Veolia's experience provides us the advantage of a great deal of first-hand and detailed knowledge about water and wastewater systems. We also understand the requirements of both State and Federal water quality regulations.

- **Safety** - Safety is Veolia's highest priority, and our company's emphasis on safety has resulted in a safety culture throughout our organization that is reflected in a strong record of performance. Our safety program

is focused on ensuring the safety of our O&M personnel and protecting equipment, treatment processes and the public.

Veolia's safety approach begins with a corporate and management commitment to ensure that staff receive proper training and are committed to safe work practices. Our commitment states that no operation can be successful or considered excellent if it is not operated at the highest level of safety. Through the effective application of this approach, our firm maintains an industry-leading record of performance in the area of safety and compliance. Implementing this philosophy has had a profound and positive impact on safety performance, and our firm continues to set the industry standard for safety, outperforming national averages (as shown on the safety performance graphic, above).

- **Customer Service** - Veolia works with the communities that we serve to ensure responsive customer service. We offer unmatched experience in all aspects of customer service, including water meter reading, meter repair and replacement, service turn-on and shut-off, billing and collections, and/or call center management. In total, our firm provides formal customer service support for some 30 of our current municipal contract O&M projects in the U.S. These services address the needs of a customer service base that numbers over 140,000 accounts. Our employees will have contact with the citizens of Quincy and are trained on how to interact with all customers.
- **Community Relations & Community Involvement** - Veolia makes a commitment to being part of the local community and a good corporate citizen in each of the communities where we operate. From supporting local schools to providing facility tours to creating websites and literature, our firm provides public and community relations programs that are designed to help strengthen the local understanding of water and other environmental issues. Veolia's commitment in a given community may take the form of contributions of time, money and materials for community programs; plant tours and open houses targeted to community and school groups; scholarship programs focused toward providing students in need with the resources to pursue a career in environmental protection; and educational initiatives. We also work with community associations and elected officials to build community understanding and support for project initiatives.

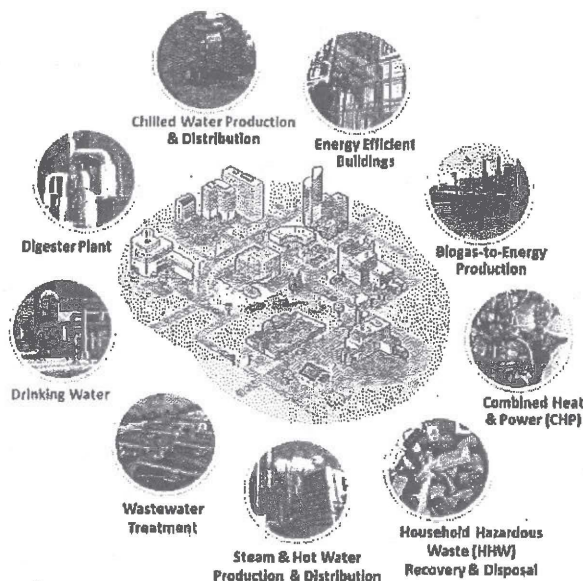
These are all part of the comprehensive approach that Veolia delivers under our O&M partnerships and are a core part of our record of success as the leading operations provider in North America over the past four and a half decades.

Experience with Energy Services and Operations

Veolia is one of the largest independent single-source providers of comprehensive energy related solutions in the world. Veolia's expertise and operational practices in critical environments contribute to the optimization of efficiencies and dramatic reduction in greenhouse gases for customers worldwide. Our energy consulting services division has over 400 clients and over 250+ engineers and energy experts on staff.

- **District Energy Networks**: Veolia owns, operates, and maintains thermal energy networks which provide highly efficient district heating and cooling to several major business districts in cities such as Boston, Philadelphia, Baltimore, Trenton, Oklahoma City, Tulsa, Kansas City, and more.
- **CHP / Central Plants / Microgrids / Renewables / Distributed Energy**: Veolia develops, operate, and optimizes combined heat & power (CHP) systems and onsite, central energy plants, microgrids, solar PV, battery storage, and other Distributed Energy Assets for both new and existing facilities. Projects can be delivered through multiple contracting models.
- **Technical Facilities Management & Energy Operations**: Veolia provides O&M outsourcing services for facilities that have significant requirements for energy and sustainable building performance. This offers access best-in class operators, efficiencies, and risk mitigation while shifting internal resources to core activities.

- **Turnkey Energy Efficiency Projects:** We identify and implement turnkey energy savings and retro commissioning opportunities for our clients. We support our clients through all phases of design and implementation, and support performance based projects.
- **Commissioning Services:** Veolia provides a full suite of Commissioning Services to ensure facilities with 24/7 functionality requirements are fully operational and performing reliably and efficiently. We also work with developers of new buildings to ensure critical building systems are functioning for operations turnover.
- **Smart Building Solutions:** Through real-time metering and integration with BMS systems, Veolia employs data analysts to monitor real-time usage and identify opportunities to optimize performance. Over 15,000 meters are monitored on a monthly basis.
- **Enterprise Energy Management:** Veolia manages over \$2 Billion in annual energy spend for large facility portfolios. Services span from producing tenant bills, managing metering data, consolidating and validating invoices, identifying efficiency opportunities, and advising on energy purchasing strategies



Other Information

At our core, Veolia is a utility manager and service provider, and we understand the need for uncompromising service and reliability. Under our O&M services approach, we provide the range of capabilities and services that are required for the operations of the community's utilities.

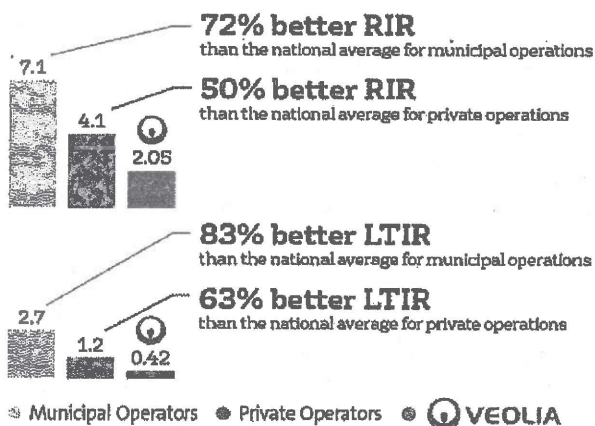
Veolia's traditional business model is the delivery of turnkey O&M solutions for water, wastewater and other environmental facilities. Our company is also part of a national and international firm that brings unmatched capabilities, resources and expertise in the O&M of water and wastewater utilities.

The majority of our current water and wastewater O&M partnerships have been in place for five or more years, and our longest-running municipal operation in the U.S. is with the City of Burlingame, California – the very first municipal wastewater O&M partnership in the U.S. That contract began in 1972 and continues today with a record of 10 renewals and expanded scope.

Our experience also includes two of the largest O&M projects in North America in recent years – the ongoing wastewater contract for Milwaukee, Wisconsin, and the completed water system O&M contract with Indianapolis, Indiana.

Veolia also uses tools and approaches that assist both our operations and management teams to effectively monitor, control and track operations and financial performance. Our proprietary Process Control Management

Comparative Safety Performance Record 2016 WATER/WASTEWATER OPERATIONS



Program (PCMP) tool allows O&M staff to routinely review (and respond to as necessary) critical operations parameters.

In addition, the PCMP is used to define proper operating ranges at the plant operator level, as well as key parameters that directly or indirectly impact operating costs. This allows Veolia's O&M team to operate water and wastewater processes within the defined range so that costs are effectively controlled and/or reduced.

Veolia's Cost of Goods Sold (COGS) program is a tool designed to help our Project Managers, Area Managers and Technical Managers better identify and control process parameters that directly or indirectly impact O&M costs.

The COGS program uses an approach similar to the PCMP program and allows management to routinely review (and respond to as necessary) a few critical parameters.

In addition, these programs define proper operating range, at the plant operator level, for key parameters that directly or indirectly impact operating costs. Therefore, if the operator operates a process within the defined range, costs will be controlled and/or reduced.

Additionally, as part of a global company, Veolia provides access to experts that offer unmatched technical support and know-how.

Our company is the manufacturer and supplier of more than 350 technologies in the area of treatment processes, mobile treatment systems, as well as tools and management approaches for operations, customer service and asset management.

Through our company's affiliations with equipment manufacturers and suppliers of virtually every technology required for water and wastewater treatment, Veolia can provide the right technology solution for most every need. Our clients get answers directly from the people who manufacture and service the industry's leading equipment brands, providing them with ongoing access to time- and money-saving expertise, technology and equipment.

These are all benefits that are woven into our Technical Plan and approach that we will be able to bring to the City to enhance your utility operations and provide reliable services to your customers.

Operations, Maintenance and Management

Our established **facility management philosophy** is centered on four core principles: 1) **environmental compliance**; 2) **service performance**; 3) **safety**; and 4) **equipment preservation**. The safety of our personnel and environmental protection of the City's systems will continue to be our highest priorities. Our technical approach to O&M services is guided by a comprehensive portfolio of proven Management Systems (see **Table 2.3-10 in Subsection F – Management Plans**). Veolia has developed a tailored approach for operations of facilities, and the focus is our expertise and technical O&M methods:

1. **Demonstrated Environmental Compliance** – Hundreds of awards at our facilities across the US, many of them from environmental agencies for perfect compliance with the applicable regulations for that site show our commitment to meeting and exceeding the expectations and requirements of our permits.
2. **Proven Service Performance** – Beyond our proven service performance for compliance and safety, our O&M team has developed and upgraded management tools and processes, including but not limited to: CMMS, SCADA, PCMP, asset management and Customer Service, Emergency Response plans and operations/reporting in order to enhance performance and deliver greater value to our partners.
3. **Safety and Environmental Health** – Our safety culture exceeds all industry standards and provides another cornerstone of the O&M success achieved by Veolia. Protecting our staff and the environmental health of the communities we serve is paramount to satisfying our service goals.

4. **Equipment Preservation** – We focus on protecting and preserving the assets we are entrusted with, through our customized CMMS and asset management program that ensures the necessary preventative maintenance is performed on all equipment to extend its life

Veolia's Commitment to Operations, Support and Management

Our commitment comes with full access to our resources that include all of the modern tools and approaches that our Veolia personnel (over 163,000 strong) have developed in the plants that our company operates throughout the world. Veolia has continually operated water/ wastewater facilities for over four decades in the U.S., maintaining facilities to the highest standard of care, and that expectation is ongoing in our partnerships with all the communities we serve.

Veolia's Commitment to Maintenance and Asset Management

We recognizes that the City has entrusted their assets to Veolia and expects a level of comprehensive care that protects the assets, reduces life cycle costing and preserves equipment life expectancy. We also understand that the public continues to expect the City and Veolia to guarantee their infrastructure is safe, reliable, cost effective and sustainable for current and future generations. As such, CMMS/asset management is an integral part of our formalized business system to effectively manage the maintenance, repair and replacement of assets at all our facilities.

Long-Term Environmental Compliance

We have a proven approach to ensuring long-term compliance with environmental regulations and permit conditions. Ensuring Environmental compliance is fundamental to Veolia's long term performance strategy, and safeguarding water resources, raw materials and energy resources, while limiting the impacts of our activities on air quality, soil pollution; public waters ways and groundwater. Long-term environmental compliance is integral to supporting the communities we serve.

Below we outline the core elements of our Long-Term Environmental Compliance and Environmental Management programs, but, first, we list an example of the awards for a few facilities

Table 2.3-8 - Veolia Wastewater Environmental Compliance and Safety Awards for just a few facilities

	15 Awards		33 Awards		60 Awards
	Cle Elem, Washington		Gresham, Oregon		Vancouver, Washington
Gresham Wastewater Treatment Facilities, Oregon					
2016 - WEF Project Excellence Award - WEF					
2016 - Utility of the Future Today - NACWA					
2006, 2007, 2008, 2013, 2014, 2015, 2016 - Peak Performance Award – Gold (x7) - NACWA					
2015 - NCPPP Service Award - National Council for Public-Private Partnerships					
2015 - Environmental Project of the Year – Less than \$5 Million - American Public Works Association – Oregon Chapter					
2015 - Biogas Project of the Year - American Biogas Council					
2013 - Energy Savings Recognition (77 homes/year) - Energy Trust of Oregon					
2013 - Engineering Excellence Honor Award (Thickener Building Reuse 2012) - American Council of Engineering Companies of Oregon					
2012, 2013 - USCOM PPP Sustainability award (x2) - U.S. Conference of Mayors					
2013 - Great Business Award for Sustainability - City of Gresham					
2013 - OPEX Award - First Place for Best Large Municipal Project (2012) - Veolia North America					
2012 - Peak Performance Award – Silver - NACWA					
2012 - No Lost Time (4 Years) - PNCWA					
2012 - Sustainability Award - PNCWA					
2009, 2010, 2011 - Platinum Award (x3) – 5, 6 & 7 Years - NACWA					
2011 - George W. Burke Jr. Facility Safety Award - WEF					
2011 - OPEX Award - First Place for Best Large Municipal Project - Veolia North America					

Table 2.3-8 - Veolia Wastewater Environmental Compliance and Safety Awards for just a few facilities

2006, 2010 - Safety Award for Zero Lost-Time Incidents, Division B - PNCWA
2008 - Distinguished Service Award - National Council for Public-Private Partnerships
2008 - Operator of the Year (Darren Ekl) - PNCWA
2007 - The Julian Award – CoGeneration - American Public Works Association
2007 - Award for Excellence CoGenerator Replacement Project - The League of Oregon Cities
2006 - NPDES Permit Compliance Award - PNCWA
Vancouver Wastewater Treatment Facilities, Washington
2015- Clark County Green Business Award - Clark County Environmental Services
2008, 2014 - George W. Burke Jr. Safety Award (x3) - Water Environment Federation (WEF)
2014- Sustainability Award - PNCWA
2012, 2013, 2014 - Peak Performance Platinum Award (x3) – 5 Years or More of 100% Compliance - National Association of Clean Water Agencies (NACWA)
2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013 - Outstanding Wastewater Treatment Plant Award (Westside and Marin Park) (x8) - Washington DOE
2012- Top Workplace Award - The Oregonian and Workplace Dynamics
2008, 2009, 2012 - Division A – Zero Lost-Time-Incidents Award (x3) - PNCWA
2011 - High Performance Energy Management - Bonneville Power Administration and Energy Smart Industrial
2010 - Regional Operational Excellence Award and National Operational Excellence Award – Large Project Category - Veolia North America
2008- Best Overall Safety Program – Veolia West Region
2003, 2007 - Regional Operational Excellence Award (x2) – Large Project Category - Veolia West Region
2007- Safety Award – Most Improved Safety Program - Veolia West Region
2007- Zero Lost-Time-Incidents Award - Veolia North America
2005- Outstanding Wastewater Treatment Plant Award (Westside) - Washington DOE
Outstanding Wastewater Treatment Plant Award (Marine Park) - Washington DOE
North America OPEX Award - Large Plant - Veolia North America
West Region OPEX Award - Large Plant - Veolia North America
Public-Private Partnership Award - National Council for Public-Private Partnerships
Ten years No Lost-Time Accidents - Pacific Northwest Pollution Control Association (PNPCA)
Perfect Compliance Award (x3) - Washington DOE
Exemplary Performance Award (x2) - Washington DOE
Safety Award - Zero Lost-Time Incidents (x11) and Five Years of Lost Time Free Accidents - PNPCA, Division. B
Operations Challenge - First Place Overall - PNPCA
Safety Award - Collection Systems Operations & Maintenance Excellence Award Finalist - EPA Region VI
O&M Excellence Award - Washington DOE
One to Ten Years Zero Lost-Time Incidents - Division Award - Washington DOE
Safety Award (x3) and Safety Award (Westside) and Safety Award (Eastside) - PNPCA, Division. B
Cle Elum Wastewater Treatment Facilities, Washington
2015- Excellence Award Washington Department of Ecology (DOE)
2005, 2008, 2016 - Outstanding Performance Award (x3) - DOE
2006, 2010 – Regional Operational Excellence Award (x2) and National Operational Excellence Award (x2) – Small Project Category - Veolia North America (Competed with 86 small Veolia projects across the country)
2008, 2009 - Safety Award (x2) for 5 & 6 Years without Lost-Time or Recordable Incidents – Small Plant Category - Pacific Northwest Clean Water Association of Washington, Oregon and Idaho (PNCWA)
2004, 2005, 2006, 2007 - Safety Award (x4) for 1, 2, 3 & 4 Years without Lost-Time or Recordable Incidents – Small Plant Category - Veolia North America
2003 - Plant Built with 45,725 Man Hours without a Lost-Time Incident Award - Veolia North America

Operators are Front Line Stewards for Environmental Compliance

The State provides the backbone for environmental protection management through requirements of review and knowledge of regulations for Operator certification. The management tools that Veolia provides, such as Hach WIMS and the PCMP program support our operators by enabling them to identify potential issues for mitigation and reversal before non-compliance.

Veolia Staff Experienced in Environmental Compliance & Future Regulations

Our operation stewards are supported by a management and supervisory team that will be directly involved in the Gresham partnership and have extensive experience in the environmental arena. Howard Hamilton, Mike Greene, P.E., Aaron Winer, Ed Dix and Melissa Sandvold have a combined experience level well in excess of 100 years, working directly and effectively with environmental regulatory agencies. Veolia staff has developed close relations with State, Federal and local regulatory agencies.

Environmental Management Process

Environmental compliance is a top-level commitment and priority for Veolia at each O&M project. Our regulatory compliance record is among the best in the industry, and we accept responsibility for achieving environmental compliance within the design and operating capabilities of each treatment facility. The key to success is having a detailed understanding of our environmental interactions, reducing our impacts and improving our controls. As such, the cornerstones of our program center on:

- Establishing appropriate policies and procedures which reduces variation and improves efficiency.
- Identifying environmental aspects (interactions).
- Setting targets and plans for improvements to deliver continual enhancements to our service.
- Knowing our legal requirements to mitigate legal and contractual nonconformance.
- Measuring and controlling environmental impacts.
- Hiring and maintaining competent and trained employees improves efficiency, reduces costs, minimizes unproductive time and leads to better job satisfaction while protecting the environment.
- Being prepared for emergencies so no event is insurmountable.
- Conducting self-assessments to help focus on quality, safety and environmental improvement initiatives.
- Addressing system non-conformance issues to ensure future prevention.

To ensure successful environmental compliance, Veolia uses the following tools and procedures:

Excellence through Digital Management

Compliance Management System – Veolia uses the e3 Environmental Management Information System (EMIS) software by e3 Solutions Inc., harmonizing issue and task reporting to assist facility and corporate personnel in proactively tracking and ensuring compliance with environmental, health and safety requirements in a timely and complete manner. e3 is specifically used to:

- Organize and summarize all compliance requirements.
- Track issues and tasks critical to effective management.
- Track environmental items from identification through resolution.
- Assist with organizing and tracking contract deliverables.

Incident Tracking – Veolia uses the Triple I database tool to document, communicate, monitor, report and manage environmental incidents, work-related injuries and illnesses, vehicle and property damage occurrences, and near-miss events. Our policy requires timely reporting to all vested parties.

Regulatory Compliance Tracking Database – Veolia has a national contract with Citation Publishing, Inc., for the CyberRegs™ service, which is a comprehensive, online database of federal, state and international government regulations, statutes and related data, including the Federal Register, Code of Federal Regulations, and state



The City of Gresham, Oregon, and Veolia North America have been recognized by the National Council for Public-Private Partnerships (NCPPP) for the wastewater treatment plant's Net Zero Energy accomplishment. Veolia North America CEO, Bill DiCroce (center), receives the 2015 service award from the NCPPP for Gresham's wastewater treatment plant, with Anita Molino, NCPPP chairman (left) and Art Smith, NCPPP president (right).

H&S regulations. Using this tool and our in-house resources, Veolia's Gresham staff will have 24/7 access to up-to-date information on regulated environmental, OSHA health and safety, process safety and risk management requirements for your wastewater treatment plant.

Environmental Commitment

Environmental Compliance Manual – Veolia's Environmental Compliance Manual (ECM) sets forth all aspects of environmental compliance.

Management Philosophy

We pride ourselves on serving as guardians of the environment, so we continually examine our activities and their impacts. We understand our responsibility is for **comprehensive environmental stewardship** that includes accountability for fines resulting from negligence on our part, and we take a proactive and responsible approach to regulatory requirements and changes, both in client notifications and responsive action.

We maintain a zero-tolerance culture toward avoidable incidents, which include preventable permit compliance excursions. **Our expectation is 100% compliance** with all achievable regulatory permit limits. When an unexpected or unavoidable event does occur, we swiftly take appropriate corrective action and restore your facilities to compliant operation.

Site Specifics

Veolia has a comprehensive Process Control Management Plan and Unit Process Strategies to identify and modify processes to ensure compliance. Veolia Process Control is reviewed each week and process operating parameters adjust to meet changing conditions. Other important factors are to insure all necessary equipment is mechanically maintained and ready in a standby state. The process control management plant is audited annually by outside Veolia technical support staff to ensure staff are following necessary protocols and have following the necessary plans to maintain ongoing compliance. Technical support is always available by phone and will make site visits as needed to support the project. We are also connected to our global Veolia Technical Support Bulletin where we can share information, problems and solutions for our facilities.

Future Regulatory Changes and Mitigation

Veolia recognizes changes in environmental regulations can result in more restrictive limitations and or expectations. In the event of a regulatory change that results in more restrictive limits, Veolia will make all efforts possible in meeting the revised requirements with existing facilities, staffing levels and compensation. If Veolia is unable to meet the new regulatory requirements by process modifications alone, it will notify the City and discuss the need for facility improvements and/or additional costs associated with meeting the new requirements. If additional costs are necessary to meet enhanced requirements, Veolia will document and itemize all relevant cost changes and provide that information to the City. Veolia understands the City has the right to engage a third party to evaluate any proposed changes in compensation.

Veolia closely monitors the regulatory environment and participates in various committees and organizations to stay abreast of near term and long-term potential regulatory changes that may affect facility operations.

Our approach to regulatory requirements and changes in permit limits and standards is premised on our technical understanding of the situation, identifying potential solutions to be presented and discussed with the City and applicable regulatory authorities.

F. Facility Plans

Veolia recognizes the need for Facilities Plans, including Customer Service and Emergency Response; Staffing and Training; Operation and Maintenance (O&M); Safety and Security; Transition; Repair and Replacement, and Asset Management.

Each of the example plans below have been developed for various sites and the appropriate ones will be developed for East Palo Alto when Veolia takes over.

Example Facility plans written plans or programs at our sites. These in-place written documents provide the guidance to implement the various O&M activities at the Facilities and ensure timely compliance with all applicable laws and regulations.

Veolia - Management Systems	
Management System	Veolia Written Plan or Program
Administration	Contract Services Agreement (SA) Technical/Financial Proposal
Chemicals	Chemical Handling Manual
Communications	Crisis Communications Manual
Compliance	Environmental Compliance Manual Storm Water Pollution Prevention Manual
Financial	Cost-of-Goods Sold (COGS) Program Accounting & Financial Cost Reports
Health & Safety	Health and Safety Policy Manual Site Specific Safety Plans Contractor Safety Management Plan Fleet Safety and Compliance Manual Emergency Action Plan Manual
Laboratory	Laboratory Chemicals Hygiene Manual Quality Assurance Program Manual
Operations	Operating Equipment Manuals (OEMs) Operations and Maintenance Plan (O&M Plan) Standard Operating Procedures (SOPs) Process Control Mgmt. Plan
Maintenance	CMMS Users Guide Asset Management Plan Repair and Replacement (R&R) Program Capital Plan
Personnel	Human Resources Training Guide & Forms
Public Relations	Customer Service Plan Facility Tours Standard Operating Procedure
Regulatory Compliance	NPDES Effluent Discharge – Triple I & e3 MIS Systems Immediate Notification Protocol Matrix NPDES Permit Oregon DEQAir Discharge Permit Storm Permit
Reporting	Annual Operations and Maintenance Report Annual Part 503 Biosolids Report Air Emissions Discharge Report Monthly Discharge Monitoring Report (DMR) Monthly Operating Report (MOR)
Risk & Security	Risk Management Plan Spill Prevention Control & Countermeasure Facility Security Guidance (FSG) Document
Subcontractors	Subcontracting Firms & Activity Reports

Customer Service and Emergency Response Plan

Customer Service

"Customer First" is a charter and commitment that Veolia maintains for all our operations – recognizing that we are a part of the community and have a commitment to be a good corporate citizen. We will ensure our partner, the City, is informed and consulted as to any activity, problem, or circumstance that threatens the safety, health, or welfare of the customers or the Facility. A complaint record log is kept to document any complaints received and includes contact information, time, date and nature of the nuisance, duration, characteristics, weather conditions, process information, identification of staff member taking the call and follow-up actions that were taken, including City and/or regulatory notification.



Odor and Noise Management – Veolia strives to operate the facilities to minimize odors and continue to maintain compliance. Once per day, the Operators follow the fence-line and investigate any odors. Veolia will endeavor to the extent possible to control noise and be a "good neighbor." Veolia performs routine sound-level surveys using a dosimeter and analyzes the results with respect to OSHA workplace rules. Industry best management practices are applied where practicable. We hold all vendors and subcontractors to the same standards. Veolia has never received a nuisance noise complaint at any of the area facilities we run.

Emergency Response Plan

A fundamental component of Veolia's operational services is our advanced planning and rapid responses to storms, emergencies and variances. Veolia has an established and proven emergency response program and has coordinated emergency response in the area. We will establish a site specific Emergency Response Plan (ERP) that is used to address emergencies at all levels.

Our ERP is supplemented by a number of other plans, procedures and policies: Risk Management Plan, Safety Data Sheets, Sample Chain of Custody Procedures, and others as needed to address events.

The ERP will detail emergency operations procedures, including on-call backup capability to be utilized during an emergency event and will address at a minimum:

- Chemical Spills
- Personnel Emergencies
- Fire and Explosions
- Pipe, Valve, or Pump Failure
- Equipment and Process Failure
- Power Failure
- Acts of God (e.g., Hurricanes, Wind Storms, Volcanoes, Ice Storms, Wind Storms and Floods)
- Emergency Telephone Numbers
- Emergency Equipment Inventory
- Records Preservation including Industrial Waste Sampling and Monitoring
- Physical Security
- Coordinating Instructions with Public Safety Agencies

Chemical Spills – In the event of an incident or non-routine release of a hazardous substance in excess of its Reportable Quantity (RQ), the EHS&S Manager or operator in charge implements the Hazardous Substance Spill Prevention and Response Plan. They take immediate action to assure personnel safety and then stop the release and remedy any effects. The EHS&S Manager also reports the incident immediately to the regional office per Veolia's crisis management reporting protocol and the appropriate federal, state and local agencies as required.

Fire – In addition to the ERP, Veolia has a written Fire Protection Plan to be reviewed by City Fire Departments. The manual is based upon the policies and practices of organizations such as the National Fire Protection

Association (NFPA), Underwriters Laboratory (UL), various insurance and insurance brokerage companies, and where applicable, OSHA Regulations.

Storms, Earthquakes, Floods, Volcanoes – Veolia has established and implemented an Emergency Action Plan (EAP) in accordance with 29 CFR 1910.38 and 8 CCR 3220. The EAP requires periodic evacuation drills to test the effectiveness of the Plan. The plan covers evacuation and shelter planning, off-site protective actions, response capabilities, responsibilities and action plans for man-made and natural disasters.

Pipe, Valve or Pump Failure – Most systems have built in redundancy and isolation to protect against further damage or injury during a failure and to contain any spills. Veolia relies on an alarming system as well as operator rounds to notify Operators of issues within the systems and additional resources are on call and can be rapidly deployed in the event of an incident. This, along with solid relationships with local contractors and vendors and a planned CMMS system with tracked critical and spare parts inventory, allows for quick effective resolution of any of these failure scenarios.

Equipment and Process Failure – Equipment failures can many times be prevented through use of our asset management program. By tracking trends on the critical equipment for vibration, oil analysis and thermography, many "failures" can be predicted and resolved well in advance of a complete failure, minimizing or deleting downtime on important equipment. For items that fail prematurely however, Veolia tries to maintain an inventory of spare parts for all critical equipment as well as national vendor agreements in place for quick delivery of needed repair parts for unanticipated failures. In all instances, whether predicted or emergency, Veolia documents SOPs to cover needed process adjustments, additional process tankage, chemical additions and or diagnostic sampling to minimize impacts of these failures.

Emergency Telephone Numbers – Our current ERP details Communication Procedures and contains contact information for all persons and agencies that would need to be contacted, notified, consulted or collaborated with in the instance of an emergency. Vendor telephone numbers and contact information are included in the document.

Emergency Equipment Inventory – The ERP outlines the Equipment and Chemical Supplies and Emergency Equipment inventory that will continue to be maintained to respond to incidents. The individual Action Plans for specific types of incidents contain detailed equipment requirements.

Coordinating Instructions with Public Safety Agencies – Veolia's ERP addresses Communications Procedures and includes contact lists for all applicable organizations as well as Communications Procedures, Role of the Information Officer (IO), Internal Notification, External Notification, Critical Customer Notification and Public/Media Notification. Veolia also has a Crisis Management and Alert Procedure which contains Incident Flowcharts and Risk Assessment Questionnaires that assist staff in managing the correct courses of action.

Security – Any fencing is inspected monthly to insure integrity. Veolia maintains all alarms systems on the site buildings. Our proposed onsite staff, as well as supporting resources, are available to respond to emergencies 24 hours a day/7 days a week/365 days a year. Our locally residing Environmental Health, Safety and Security (EHS&S) Manager provides training, monitoring, recordkeeping, knowledge of and compliance with all local, state and federal environmental, health, safety and security rules and regulations. He is responsible for organizing, planning and training staff on emergency response procedures.

Transition Plans / Staffing Structures

Veolia understands that transitions are always difficult and having continuity in staff and confidence in their expertise is paramount. We will focus on using the current staff at the location with support from our entire nationwide resources. They will also be provided with ongoing training that is focused on enhancing current skills and building new skills that provide for career-advancement opportunities.

The staff will work under the leadership of the experienced management team that Veolia is committing to this project.

Leading Veolia's O&M team for the City's operations will be Aaron Winer, as our full-time Area Manager, and Mike Greene, P.E. and Howard Hamilton, as the regional Subject Matter Experts for our Water sites. These individuals work under the direction and management of Melissa Sandvold as the Vice President of Operations for Veolia.

All of the above mentioned employees are experienced operations leaders and Mike and Howard are certified specialists in Water systems.

Aaron Winer has been in water and wastewater since 1995. His experience includes 17 years with Veolia and 6 years working in the public sector. That work includes time in municipal wastewater operations, industrial operations, laboratory, storm water, industrial pretreatment, project management and always with a focus on safety. Aaron's entire career has involved work in Northern California, from the Bay Area to Northern Sacramento Valley and Sacramento/San Joaquin Delta. He has been involved in project management, business development and Area Management overseeing multiple projects in Northern California – Bay Area. His certifications include: CA State Water Resources Control Board Grade V Municipal Wastewater Treatment Plant Operator • California Water Environment Association Grade IV Environmental Compliance Inspector. • California Water Environment Association Grade II Industrial Waste Treatment Plant Operator. • California Water Environment Association Grade I Laboratory Technician. • MA Grade IV Municipal Wastewater Treatment Plant. Mr Winer has years of working in the field and is looking forward to expanding his experience to water systems, customer service and billing.

Mike Greene has over 40 years of engineering and water/wastewater operations experience, and he manages a regional team in the West that serves our water and wastewater operations in the region. Mike oversaw the startup and commissioning of the Wilsonville, Or Water facility in and recently lead Veolia's efforts in managing the Water/Wastewater and Customer Service groups in Rialto, Ca. Mike's licenses and certifications include: Professional Engineer (P.E.), Washington – Civil, Professional Engineer (P.E.), Oregon - Civil & Environmental, Water Treatment Plant Operator (WTPO 4), Washington, Water Distribution Manager (WDM 4), Washington, Wastewater Treatment Operator (WWT IV), Washington, Wastewater Treatment Operator (WWT IV), Oregon, Wastewater Collections Operator (WWC IV), Oregon, Water Treatment Operator (WT IV) w/Filtration Endorsement, Oregon, Water Distribution Operator (WD IV), Oregon. Mike continues to focus on the efficiency, reliability and sustainability of the systems in his support region.

Howard Hamilton is Veolia's Operations and Maintenance Manager for the region with over 30 years of experience, his licenses and certifications include: Oregon:Water Treatment-4, Water Distribution-4, Wastewater Treatment-4, Wastewater Collections-4 Washington: Water Treatment-4, Water Distribution-4, Wastewater Treatment-4 Idaho: Wastewater Treatment-4, Wastewater Collections-4, Hawaii: Wastewater Treatment-4. Howard is based at our water treatment O&M project site in Wilsonville, Oregon and assists with regional projects with day-to-day operation's needs, with a focus on ensuring process optimization and compliance.

Melissa Sandvold, is Veolia's Vice President of Operations and is based in our regional office in Vancouver, Washington. She has worked with the company in increasingly responsible roles since 1997 and is a Group IV Wastewater Operator in the State of Washington. She has management and support responsibility for many of our current water, wastewater and energy utility operations in the West region. Prior to this role, Ms. Sandvold worked as a manager for two of Veolia's longest running O&M contracts, including a 37-year wastewater O&M contract with the City of Vancouver, Washington, and a more than 20-year O&M partnership with Sioux City, Iowa. The operations at Vancouver included three wastewater treatment facilities, including: two activated sludge facilities (22.4-MGD and 16-MGD) and a 4-MGD multi-stage aerated industrial lagoon. Ms. Sandvold served as the Plant Manager for that operation for five years, and then attained regional management responsibility.

This management team will be responsible for implementing the transition plan and approach outlined in this document. Veolia has successfully used this type of a plan to transition large and small operations and staff groups



Project Manager



Mike Greene, P.E.

- Washington Group IV Wastewater Operator
- Washington Class 4 Water Treatment and Distribution Operator
- Washington-Licensed Professional Engineer (Civil)
- 6 years of involvement in managing the water and wastewater operations in WA
- 39 years of industry experience
- Managed the testing, transition and initial operation of the Wilsonville WTP (Oregon)
- Managed performance testing for the City of Port Angeles WTP

to our firm over several decades, while ensuring no service disruptions related to critical operations during the process and a smooth, transparent conversion for existing staff.

During the transition process, Veolia will put into place the tools and approaches that are needed to effectively manage the day-to-day operations.

Specialists and Technical Staff That Will Support the Project

The City will also be supported by other key Veolia technical and management resources in the region, including but not limited to:

- **Veolia's Technical Support Group** – This group includes highly experienced operators, managers and Subject Matter Experts (SMEs), including:
 - **Ed Dix** – He is Veolia's Regional Technical Director who is based at our regional office in Vancouver, Wa. Mr. Dix will coordinate Veolia's vast network of technical experts and global best practices to optimize our O&M performance at the project. He is a licensed Grade IV Wastewater Treatment Operator in Oregon and works as part of a team that focuses on providing support for research and development activities; providing validation of design/build (DB) and design/build/operate (DBO) operations, maintenance and management projects; providing expertise for complex and demanding projects; sizing and process validation; and providing assistance with project execution, compliance, facilities commissioning and operations.
 - **Melissa Demsky, P.E.** – She is Veolia's Regional Asset Management Director and is based at our regional office in Vancouver, Wa. Ms. Demsky directs the work of our dedicated asset management experts and global best practices to extend the life of water and wastewater equipment and optimize CMMS and capital programs performance at the project. She is a licensed Grade II Wastewater Treatment Operator in Oregon, Group II Wastewater Operator in Washington, and a registered Professional Chemical Engineer in California.
 - **Matt Beltran** – He is Veolia's Regional Safety/Laboratory Manager and is based at our regional office in Vancouver, Wa. Mr. Beltran would be responsible for working with our Project Manager and O&M team in East Palo Alto on the development of a site-specific safety and compliance plan along with staff training. He is a Washington Group II Wastewater Treatment Plant Operator, a Certified Instructor in CPR, AED, First Aid, Confined Space, Confined Space Rescue and High Angle Rescue. Mr. Beltran is also an OSHA 8-hour General Industry/Veolia-Certified Safety Professional.
 - **Capital Program Management (CPM)** – Veolia's CPM group is composed of senior-level engineering design and construction professionals who provide construction support services for upgrades, improvements and other capital project work at Veolia-operated and managed facilities. We also partner with engineering design firms and provide construction management services as the owner's representative. The CPM group manages and implements design and construction projects, drawing on a combination of in-house resources and expertise along with local firms (pre-qualified subcontractors) that provide design, construction and related expertise.

These resources are indicative of the types of local experts and specialty teams that Veolia can mobilize to support the operations in East Palo Alto. A wealth of resources also exists across our Veolia North America staff that can provide technology experience sharing from more than 500 sites and technical expertise groups in engineering, operations, emerging technologies, asset management and sustainability.

Transition Plan and Approach

During the transition process, Veolia will develop a specific transition schedule, coordinated with the City of East Palo Alto and the local staff.

This ensures that the schedules, key milestone and core tasks meet the expectations of the group. Our typical transition schedule in the table below includes:

- Working with the client and staff on a detailed transition plan at the start of the process.
- Coordinating with regulatory authorities and project stakeholders, as appropriate.
- Developing operations, laboratory/testing and maintenance procedures as necessary.
- Establishing the site-specific Safety Program and Emergency Management Plan.
- Setting up information management systems, accounting and finance programs, and administrative functions.
- Performing inventory audits, including equipment and spare parts and consumables such as chemicals and other supplies.
- Establishing relationships with suppliers and support subcontractors and current staff.
- Identifying spare equipment parts needs and coordinating with vendors that would support those needs.
- Transferring records, including the O&M manuals, equipment manuals and support materials, the as-built design documents, and other related documents.
- Implementing Veolia's tools, including computerized process control and maintenance and management.
- Developing standard operations procedures (SOPs) for the operations.
- Securing contractually required transition documents.
- Executing the employee hiring and transition process.

This transition schedule/approach will be implemented by an experienced Transition Team, formed from the management technical and other professionals that are part of our regional staff. This team would be responsible for completing the transition of O&M responsibility, from AWE to our O&M team.

Veolia's Area Manager, Aaron Winer, would work on the development of the plans, programs and systems required for the transition and operations process during the timeframe that he would be on-site working with the staff to complete.

During the transition process Veolia would establish the tools and procedures required to address regulatory reporting and emergency management. We would also complete an inventory of the facilities, equipment and consumables, and develop relationships with suppliers and subcontractors that would be used for the support of the operations. Additionally, during this time, we would provide orientation and training for the O&M staff, and, of course, answer any questions and address any concerns to ensure a comfort level of expectations and goals moving forward.

Table 2.3-3. Veolia – Typical Transition Schedule – Some items vary based on individual needs

Task	Team Member	Delivery Date
Transition of employees to the project and hiring of new staff to fill any staffing vacancies	Veolia - Human Resources Manager, Project Manager and On-site Supervisor	Immediate and ongoing with status updates provided to the City

Key Objectives for a Successful Transition

- Establishing Safe, Reliable and Secure Facilities
- Developing Strong Customer Service Focus
- Building Relationships with All Project Stakeholders
- Completing the Transition Process - Smoothly and on Schedule with all Deliverables
- Forming a partnership with the City of East Palo Alto

Table 2.3-3. Veolia – Typical Transition Schedule – Some items vary based on individual needs

Task	Team Member	Delivery Date
Vendor Setup and Training with the Accounting Software (Coupa)	Veolia - Off-site Administrative Support, Project Manager and On-site Supervisor	Immediately with ongoing training
Meet with the City in a workshop to develop their specific Transition Plan	Veolia - Vice President of Operations, Project Manager and On-site Supervisor	Within 30 days of the start of contract
Safety Review of Site Specific Safety Policies	Veolia - Project Manager and On-site Supervisor (with support from the Transition Team, as needed)	During first 30 days
Computerized Maintenance Management System (CMMS) Kick-Off and Requirements Workshop	Veolia - Project Manager, On-site Supervisor and Regional Director of Asset Management	Within 30 days of project startup
Provide Monthly Safety Training	Veolia - Project Manager and On-site Supervisor (with support from the Transition Team, as needed)	Ongoing, starting at project startup
Review the Transition/Project Startup Plan and Other Deliverables with the City's managers	Veolia - Vice President of Operations, Project Manager and On-site Supervisor	Every 30 days, from startup through completion
Develop Customer Service and Emergency Response Plan	Veolia - Project Manager and On-site Supervisor (with support from the Transition Team, as needed)	30 days from contract start
Develop Site-specific Safety and Security Plan	Veolia - Project Manager and On-site Supervisor (with support from the Transition Team, as needed)	30 days from contract start
Review all Regulatory Correspondence and discuss with the City's managers	Veolia - Vice President of Operations, Project Manager and On-site Supervisor	30 days from contract award.
Perform Inventory (vehicles, equipment, spare parts, chemicals, fuel and supplies/materials)	Veolia - Project Manager and On-site Supervisor (with support from the Transition Team, as needed)	First day of project (following the completion of transition).
Inventory Requirements & Procurement Vendor Review	Veolia - Project Manager and On-site Supervisor (with support from the Transition Team, as needed)	30 days from contract award.
Perform a Laboratory Audit	Veolia - Laboratory QA/QC Manager, with Project Manager and On-site Supervisor	Within 30 days of project startup.
Perform a Safety Audit	Veolia – Regional Health & Safety Manager, with Project Manager and On-site Supervisor	Within 30 days of project startup.
Configure the Data Management Software (HAC WIMS)	Veolia - Project Manager, On-Site Supervisor and Technical Specialists	Within 60 days of project startup.
Complete a system-wide Sampling and Analysis Plan	Veolia - Project Manager and On-site Supervisor (with support from the Transition Team, as needed)	60 days from contract award.
Perform Photo or Video Inventory (facilities)	Veolia - Project Manager and On-site Supervisor (with support from the Transition Team, as needed)	Within 90 days of project startup.
Operations and Maintenance Plan (including Standard Operating Procedures)	Veolia - Project Manager and On-site Supervisor (with support from the Transition Team, as needed)	Within 120 days of project start up.
Initial Condition Assessment	Veolia - Project Manager, On-site Supervisor and Regional Director of Asset Management	120 days after start date.

Table 2.3-3. Veolia – Typical Transition Schedule – Some items vary based on individual needs

Task	Team Member	Delivery Date
Delivery of the CMMS System	Veolia - Project Manager, On-site Supervisor and Regional Director of Asset Management	120 days after start date.
Complete Repair and Replacement Program for coordinated Review with City Staff	Veolia - Project Manager, On-site Supervisor and Regional Director of Asset Management (with support from the Transition Team, as needed)	120 days from contract award

Veolia's transition schedule, as presented above, is not meant to be all-inclusive but rather is representative of the key activities in which we would engage in preparation for the transition. Veolia would also remain flexible in terms of this schedule and the startup date in order to fully accommodate your schedule and coordinate with the City's needs.

The transition process would also involve a number of other key responsibilities including (but are not limited to):

- **Coordination with Regulatory and Other Agencies and Facility Staff** - Regulatory coordination. Veolia's excellent relationships with regulatory agencies in the State of California provide a basis for communication and a cooperative working environment with regard to this key task.
- **Inventories** - Plant inventories, including equipment, supplies, and spare parts, would be conducted by Veolia's Transition Team. Selected portions of these inventories would be entered into tracking databases for replenishment, as appropriate. Deficiencies in the inventories, if any, would be filled, to ensure continuity and quality of service to the City from the start.
- **Relationships with Suppliers and Subcontractors** - As part of this approach, Veolia would also capitalize on existing supplier and vendor relationships for our operations/projects in the region and would look to retain those vendors that are local and can provide the best value under this new contract. Suppliers of the equipment and systems would be contacted as part of the system inventory evaluation in order to ensure that all products are on record within our systems. This process ensures, for example, that lubricants for each piece of equipment are accurately identified and cross-checked and that adequate supplies of that lubricant are on hand.
- **Spare Parts & Equipment** - Spare equipment parts would be identified and coordinated with vendors and suppliers to ensure that critical pieces of equipment would not experience downtime.
- **Transferring Records** - Veolia would begin the transfer of records during the transition process. These records would include regulatory data, permits, monitoring reports, and other hard-copy correspondence, as well as hard-copy technical data. We would also begin implementing our CMMS program plan for discussion with the City and transferring existing equipment inventory, warranty and maintenance history information into our databases. Operations data records would likewise be established in the data management system, and both systems would be set up by our specialists.

Over our firm's more than four decades of water and wastewater industry experience here in the U.S., Veolia has performed more than 350 transitions, involving over 5,000 employees nationally. Whether transitioning one individual or hundreds of staff, we work to ensure sensitivity to the needs of the employees being transitioned while guaranteeing no interruption in water or wastewater services to the community. The entire process is efficient and focused on continuity of service.

Veolia's Human Resources approach is focused on investing in our employees through compensation and training programs, which in turn results in compliant, cost-effective operations with fewer illnesses and injuries. Our training programs offer staff increased opportunities for advancement, leading to greater compensation.

During the transition process, Veolia's Human Resources specialists would work to meet the needs of new employees. Critical to the success of these efforts will be extensive communications with employees to answer any

questions and to dispel any concerns. Orientation meetings would be conducted for all new employees in order to review policies, training plans, business contract issues and priorities, and safety priorities.

Employee Training and Development

Veolia's training programs are focused on ensuring that all employees are afforded the opportunity to hone existing skills and acquire new skills. We work to ensure that all employees have the training needed to: operate the facilities and maintain the systems to meet all regulatory requirements; operate the facilities and maintain the systems in accordance with the highest standards for efficiency, effectiveness, sustainability and safety; and, demonstrate the skills required for outstanding job performance to participate in growth opportunities.

Regular training is an essential element of any well-run facility, and Veolia intends to institute a program that incorporates core-competency training to ensure continuing superior work performance and safety. This training would cover all elements of plant operations and maintenance; process theory; plant safety; and hazardous materials handling and management. Our firm's established in-house training programs mean that project staff can immediately receive the necessary training to meet expected or new regulatory requirements.

Veolia also supports continuing education of our employees through tuition-reimbursement programs. We view training and education as an evolutionary process with the objective of creating and maintaining a skilled workforce and the operation of all facilities in a safe and compliant manner.

The commitment to training and employee development/growth starts at the transition phase and then continues over the life of the O&M agreement, using established Veolia programs and procedures that include:

- Employee Retention and Growth Plan - Veolia views our employees as our most important asset, and we provide a strong employee retention and promotion program. Staff members receive competitive wages and benefits, as well as superior training and career advancement opportunities. Our in-house and sponsored external training programs offer employees increased opportunities for advancement and greater compensation. Opportunities for career advancement are also available to our staff by being part of a global company that has operations and projects throughout the U.S. and the world.
- Orientation & Personnel Matters - Veolia's expert team of Human Resource specialists work to meet the needs of new and existing employees. Critical to the success of these efforts is extensive communication with transitioning employees to answer any questions and to dispel any concerns. Orientation meetings are also conducted for all new employees to review company policies, training plans, business contract issues and safety priorities.
- Employee Development Opportunities - Veolia's corporate philosophy and strategies identify our employees as the foundation of our business growth and success. Our company strives to maintain a satisfied and productive team of employees through effective leadership, fair and competitive wages and benefits, and close attention to individual employee priorities of training and development.
- Training and Education Program - It is the mission of the Veolia training program to ensure that all employees are afforded opportunities to enhance their skills and acquire new knowledge. Regular training is an essential element of any well-run facility, and for this new project Veolia would institute a program that incorporates core-competency training to ensure continuing superior work performance and safety, including plant operations and maintenance; process theory; plant safety; and hazardous materials training.

The following provides a general description of our training plan and approach:

- Safety Training - Veolia is strongly committed to safety training. When we assume operations, a training program is conducted covering topics such as hazard communication, chemical handling, lock-out/tag-out, confined space and other required subjects. Refresher courses are held annually. Additionally, Veolia's facilities have at least one safety training class per month for all employees. With in-house local Safety professionals certified to train for confined space entry, CPR and First Aid, we can not only provide quality training for plant staff but also to other City personnel for added benefit and cost savings to the City.
- Operations Training - Plant-specific technical training is designed to provide an understanding of plant

systems and processes and subsystems operation, as well as a foundation for vendor training. Plant operations and maintenance activities change as new processes and equipment develop and regulations/limits become increasingly restrictive. The Veolia training program ensures that staff are prepared to meet these challenges safely, confidently and effectively. Our training programs are site-specific, addressing unique facility and staff needs. As appropriate, training programs offered by state agencies and local colleges supplement site-specific seminars.

- **Certification Training** - Veolia encourages all O&M personnel to continue furthering their certifications. Although we cannot require them to advance their current certifications, we offer incentives and compensation awards for doing so to promote their success and that of the facility operation as well as advancement opportunities. We also periodically offer in-house training by in-house staff and support operator attendance at state-sponsored certification training programs.
- **Maintenance Training** - Veolia is committed to ensuring that our employees understand not only the most current maintenance procedures and methodologies, but also the larger issues of life-cycle costs and asset management strategies. Our maintenance training program centers on tools such as predictive maintenance; vibration, vibration audit and thermography testing approaches; instrumentation and control systems; laser alignment; as well as general maintenance training courses. Training is offered using a combination of in-house, vendor and consultant training programs and courses.
- **Management and Supervisory Training** - In the best-selling book *First, Break All the Rules*, organizational authority and best-selling author Marcus Buckingham book reminds us that "employees leave managers, not companies." Veolia recognizes that our front-line supervisors are among our organization's most strategic and critical assets, and supervisory training is offered as part of management and supervisory training.
- Veolia views training as an evolutionary process with the objective of creating and maintaining a skilled work force and the operation of all facilities in a safe and compliant manner. The focus of our training program is on ensuring that the O&M staff at your facility are prepared to meet challenges safely and effectively.

At the end of the day, the most successful partnerships are formed with open and transparent communications and this requires successful and appropriately trained staff. Veolia invests in their managers and staff to support these ongoing partnerships with the water communities that we serve, as listed below:

Project Name	Client Name	Location	Population Served	Year (Start/End)	Scope	Facilities and Services
Ashburnham - Winchendon	Ashburnham-Winchendon Joint Water and Sewer Authority	Ashburnham, MA	15,000	2001/2021	O&M	2-MGD Surface WTP 2 Pump Stations Sludge Disposal
Ashfield-Colborne-Wawanosh	Township of Ashfield-Colborne-Wawanosh	Goderich, ON	630	2004/2020	O&M	0.506-MGD - 5 Separate Groundwater Systems 6 Wells 4 Well Houses Distribution System (8 kilometers/5 miles)

Qualifications

Atlanta-Fulton County Water	Atlanta-Fulton County Water Resources Commission	Alpharetta, GA	465,000	1991/2020	O&M	90-MGD Surface WTP Raw Water Pump Station w/5 pumps (200 MGD) Four 5.5-million gallon Clearwells Reservoir Maintenance (495 and 450 MG)
Belle Haven Apartments	Bellmore Non-Profit Housing	Wroexter, ON	50	2011/Annually Renewable (ongoing)	O&M	Potable Water System
Boonville	City of Boonville	Boonville, IN	12,560	1995/2022	O&M	2.9-MGD Ground WTP 4 Water Wells (2.9 MGD) Distribution System (115 miles) 3 Booster Pump Stations 3 Elevated Water Storage Tanks (1.5 MG) 2 Clearwells (2.3 MG) Meter Reading/Replacement ----- 2.9-MGD Activated Sudge WWTP 15 Lift Stations Collection System (91 miles) Collection System Rehabilitation Septage Receiving Biosolids Land Application -- 417 dtpy CSO Management ----- Public Works Fleet Maintenance
Brockton	City of Brockton	Brockton, MA	110,000	1988/2020	O&M	24-MGD Surface WTP 1.3-MGD Surface WTP Raw Water Pump Stations (40 MGD) 2 Ground Storage Tanks (11.4 MG) 1-MGD Water Well (inactive) ----- 20.49-MGD Tertiary WWTP 3 Pump Stations Industrial Pretreatment Program Septage Receiving Biosolids Disposal - 4151 dtpy

Qualifications

Brockton.	Corporation of the Municipality of Brockton	Brockton, ON	4,950	2006/2021	O&M	1.88-MGD WTP 0.057-MGD WTP 0.037-MGD WTP Distribution System (42 kilometers/26 miles) ----- 7.5-MLD (1.98-MGD) WWTP 1 Pump Station Collection System (66 kilometers/41 miles) Biosolids Land Application Program (239 dtpy)
Buffalo	City of Buffalo	Buffalo, NY	258,960	2010/2020	O&M	160-MGD Surface WTP Distribution System (805 miles) 2 High-Lift Pump Stations (310 MG capacity) 2 Booster Pump Stations Underground Asset Management Meter Reading Billing/Collection/Customer Service
Canby	City of Canby	Canby, OR	16,870	2005/2021	O&M	8-MGD Surface WTP
Cascade/Lake Tapps	Cascade Water Alliance	Bellvue, WA		2012	O&M	Reservoir Management (White River-Lake Tapps Reservoir)
Chattahoochee	Chattahoochee Valley Water Supply District	Lanett, AL	26,000	1994/2020	O&M	12-MGD Surface WTP Raw Water Pump Station (14 MGD) 4 Pump Stations Clear Well (0.5 MG) Master Meter Reading
Country Village Mobile Home Park	Doersam Homes Ltd	Walkerton, ON	50	2011/ (Annually Renewable) Ongoing	O&M	Very small potable water system
Discovery Bay	Discovery Bay Community Services District	Discovery Bay, CA	14,000	2009/2021	O&M	5.76-MGD WTP 3.67-MGD WTP 4 Wells 6 Water Storage Tanks Distribution System (53 miles) ----- 2.356-MGD Oxidation Ditch WWTP Collection System (50 miles) 15 Lift Stations Land Application of Biosolids - 70 dtpy

East Orange	City of East Orange Board of Water Commissioners	East Orange, NJ	22,000	2015/ (annually renewable) Ongoing	O&M/ Management Assistance	18.5 MGD Well System 18 Wells Water Transmission System (15 miles) Water Distribution System (115 miles) 1 Pump Station 2 Storage Tanks 1,000 Fire Hydrants ----- Collection System (100 miles) Stormwater System (33 miles)
Edwardsville	City of Edwardsville	Edwardsville, IL	37,230	1987/ 2018	O&M	9.936-MGD Ground WTP 2 Pump Stations 7 Wells (7.85) 4 Water Storage Tanks (2.86 MG) ----- 4.28-MGD Envirex Activated Sludge WWTP 33 Pump Stations CSO Management Biosolids Land Application Program - 506 dtpy
El Reno	City of El Reno	El Reno, OK	17,990	2017/ 2022	O&M	6.8-MGD Softening Water Treatment Plant 3 Water Storage Tanks/Towers 23 Water Wells ----- 2-MGD SBR Wastewater Treatment Plant Sludge Disposal ----- IPP Sampling/Inspections CMOM Implementation Water Flow Meter Study/Replacement Program
Elwha River	National Park Service	Port Angeles, WA		2009/ 2019	O&M	53-MGD Surface WTP (inactive) Access Road Maintenance
Fort Monroe	Commonwealth of Virginia/Fort Monroe Authority	Fort Monroe, VA	600	2012/ 2022	O&M	Water Distribution System (18.6 miles) Collection System (14 miles) Stormwater System (3.6 miles) 14 pump stations Meter Reading Streets Department

Qualifications

Freeport	City of Freeport	Freeport, TX	12,700	1995/ 2025	DBO	0.43-MGD WTP 7 Water Wells (1 active) Purchase 2 MGD Potable Water Distribution System (41 miles) 2 Water Pump Stations 2 Water Towers 2 Booster Stations ----- 2.25-MGD Extended Aeration Trickling Filter WWTP 0.03-MGD Activated Sludge WWTP 30 Lift/Pump Stations Collection System (54 miles) Industrial Pretreatment Program Biosolids Disposal - 459 dtpy
Galaxy Centre	Rio Can Property Services	Owen Sound, ON		2005/ (annually renewable) Ongoing	O&M	0.01-MGD Groundwater Treatment Plant
Gloucester	City of Gloucester	Gloucester, MA	30,534	2009/ 2024	O&M	Industrial Pretreatment Program 29 Pump Stations 440 Grinder Pump Stations 1,272 STEP Tanks Residuals Management ----- 5-MGD Surface WTP 5-MGD Surface WTP 1.2-MGD Surface WTP (seasonal satellite plant) 5 Surface Water Reservoirs 3 Water Storage Tanks 1 Booster Pump Station 2 Raw Water Transfer Stations
Goderich	Town of Goderich	Goderich, ON	8,000	2000/ 2020	O&M	12,000 m3d (3.17-MGD) Surface WTP Distribution System (62 km/41 miles) Clearwell (1.5 MG) Elevated Storage Tower (1.3 MG) Water Meter Maintenance Customer Service ----- 9,050-m3d (2.4-MGD) Activated Sludge WWTP Collection System (59 km/36 miles) 7 Pump Stations

Qualifications

						Leachate Transfer Facility Sludge Disposal -- 1,334 dtpy
Greenfield	City of Greenfield	Greenfield, MN	500	2012/ (Annually Renewabl e) Ongoing	O&M	0.36-MGD Ground WTP Distribution System (3 miles) Finished Water Storage Meter Reading Billing ----- 0.2-MGD Extended Aeration WWTP 3 Pump Stations Collection System (5 miles)
Haldimand Water	Haldimand County	Nanticoke, ON		2010/ 2018	O&M	3.83-MGD (14,500 m3d) Surface WTP 3.6-MGD (13,636 m3d) Surface WTP 1 Booster Station 1 Finished Water Storage Facilities 2 Standpipes 2 Rechlorination Stations
Hardinsburg	City of Hardinsburg	Hardinsburg , KY	15,235	1995/ 2026	O&M	1.2-MGD Surface WTP 2.0-MGD RO Ground WTP 4 Pump Stations 3 Wells Distribution System (284 miles) 3 Elevated Water Towers/2 standpipes/1 clear well (1.7 MG) Meter Reading Meter Replacement Program Customer Service ----- 0.732-MGD Extended Aeration, Oxidation Ditch WWTP 5 Pump Stations Collection System (20 miles) Biosolids Liquid Land Application Program - 7.3 dtpy ----- Full Public Works Sanitation
Huron- Kinloss	Township of Huron- Kinloss	Huron- Kinloss, ON	5,373	2003/ 2021	O&M	4.014-MGD Groundwater System Water Distribution System (100 km/62 miles) 11 Wells 8 Pump Stations 2 Wastewater Lagoons (0.356 MGD)

						2 Collection Systems (15 miles)
IRG - Pearl River	IRG - Pearl River	Pearl River, NY		2016/2021	O&M	3.1-MGD Water Treatment System 8 Water Wells ----- Industrial Pretreatment Waste ----- 23-MW Cogeneration Facility 18,000 tons Chilled Water Capacity 60,000-gpm District Condenser Water System Electrical Distribution System (70 miles) 24 Standby Generators (12.5Kw - 24 MW)
Irving Oil-Grand Bay	Irving Oil	Grand Bay, NB	92	2003/ (Annually Renewable) Ongoing	O&M	Deep Well Potable Water Treatment Station 4,000 Gallon Storage Reservoirs Distribution System (0.75 miles)
Irving Oil-Milton	Irving Oil	Nova Scotia, NS	20	2003/ (Annually Renewable) Ongoing	O&M	Deep Well Potable Water Treatment Station 4,000 Gallon Storage Reservoir Distribution System (0.29 miles)
Joint Powers	Joint Powers Water Board	Albertville, MN	21,150	1998/2018	O&M	10-MGD Ground WTP 8 Wells (0.8 -1.4 MGD each) Distribution System (15 miles) Booster Pump Station 3 Finished Water Storage Tanks Meter Reading Billing/Collection Customer Service

Qualifications

Junction City	City of Junction City	Junction City, KS	26,000	1989/2020	O&M	10-MGD Ground WTP 10 Wells (10 MG) 1 Pump Station 2 Above-ground Water Storage Tanks 2 Underground Storage Reservoir 1 Plant Reservoir ----- 2.5-MGD Activated Sludge wwtp 2.5-MGD Domestic/Industrial wwtp Industrial Pretreatment Program Septage Receiving Biosolids Land Application Program - 990 dpty
Latimer County	Latimer County	Red Oak, OK	500	2007/2027	O&M	0.18-MGD Surface WTP Distribution System (122 miles) Meter Reading
Leominster	City of Leominster	Leominster, MA	42,000	1983/2027	O&M DB Cap Imp	4-MGD Surface WTP 2-MGD Surface WTP 1.2-MGD Surface WTP Wellfield (1.6 MGD) Raw Water Pump Station 1 Chlorination Station 3 Clear Wells; 3 Storage Tanks ----- 9.3-MGD Advanced Secondary Activated Sludge WWTP 9 Pump Stations Industrial Pretreatment Program Septage Receiving Sludge Hauling - 1,396 dpty
Lighthouse Cove Campground	Lighthouse Cove Campground	Ontario, ON		2001/ (Anually Renewable) Ongoing	O&M	0.011-MGD Deep Water Well System
Lincoln	Town of Lincoln	Lincoln, RI	21,105	2017	O&M	Collection System (107 miles) 32 Pump Stations
Lynn Water	Lynn Water & Sewer Commission	Lynn, MA		1987/2022	Labor Only	15-MGD Surface WTP 3 Water Towers 20-MG Low Service Reservoir
Moncton	City of Moncton	Turtlecreek, NB	125,000	2000/2019	DBOT/F O&M	30-MGD Multi-media, High-rate Filtration Surface WTP 1 Pump Station Capital Program

Moore	Moore Public Works Authority	Moore, OK	60,600	1993/ 2026	O&M	37 Water Wells (6.249 MGD total) 5 Water Towers/1 Underground Storage Tank (6.6 MG) Distribution System (397 miles) Watershed Management 1 Pump Station 2 Booster Stations Meter Reading Customer Service ----- 9-MGD SBR WWTP Collection System (295 miles) Collection System Rehabilitation 8 Pump/Lift Stations Industrial Pretreatment Program Biosolids Land Application Program - 1,970 dtpy
Morris-Turnberry	Municipality of Morris-Turnberry	Morris-Turnberry, ON	479	2007/ (Annually Renewable) Ongoing	O&M	Deep Water Well System 1 Pump Station
New London	City of New London	New London, CT	47,140	2008	O&M	9-MGD Surface WTP Distribution System (233 miles) 6 Reservoirs (25,000 acres) 5 pump stations 5 Finished Water Storage Tanks Meter Reading Billing/Collection ----- 10-MGD Activated Sludge WWTP Collection System (122 miles) 8 Pump Stations
North Huron	Township of North Huron	North Huron, ON	4,500	2016/ 2021	O&M	3.19-MGD Ground WTP (12.9-MLD) 0.32-MGD Ground WTP (1.2-MLD) Distribution System (41.7 km/25 miles) 5 Wells 0.9-MGD (3,400-m3d) Activated Sludge WWTP 0.193-MGD (730-m3d) Activated Sludge WWTP Collection System (44 km/27

Qualifications

						miles) 2 Pump Stations
Pine Lake Campground	Pine Lake Campground	Ontario, ON		2001/ (Annually Renewabl e) Ongoing	O&M	0.045-MGD 3 Deep Water Wells Treatment System
Pittsburgh International Airport	Allegheny County Airport Authority	Pittsburgh, PA		1989/ 2020	O&M	0.012-MGD Groundwater Remediation Facility Environmental Consulting Engineering Support Field Services Emergency Response
Sackville	Town of Sackville	Sackville, NB	6,500	2007/ 2019	O&M	1.69 MGD Ground WTP
Smugglers' Notch	Village at Smugglers' Notch	Jefferson, VT	2,900	1989/ 2018	O&M	0.15-MGD Surface/ground WTP Distribution System (5 miles) 3 Pressure Booster Stations 8 Wells (0.8 MG) ----- 0.04-MGD Living Machine WWTP 0.168-MGD Secondary Lagoon WWTP Collection System (7 miles) 5 Lift Stations Effluent Irrigation (40 acres of forest)
South Bruce	Municipality of South Bruce	Teeswater, ON	2,700	2011/ 2019	O&M	2 Drinking water well systems (.956 MGD) 2 Distribution systems (10.5 kilometers/14 miles) ----- 0.255-MGD (966 m3/d) activated sludge WWTP 0.357-MGD SBR WWTP Collection System 5 Pump stations Biosolids Land Application Program (24 dtpy)

Springboro	City of Springboro	Springboro, OH	20,000	1989/ 2029	D/O&M	7-MGD Anthracite Multi-media Ground WTP 4 Elevated Water Towers (3.5 MG) 6 Wells (2.5 MG) 5 Water Booster Stations Customer Service ----- 4-MGD Eimco A2C WWTP Collection System (90 miles) Collection System Rehabilitation 10 Wastewater Pump
Stringfellow Superfund Site	California Department of Health	Riverside, CA		2006/ 2019	O&M	0.187 Groundwater Remediation WTP
Sturbridge	Town of Sturbridge	Sturbridge, MA	4,800	1989/ 2019	O&M	1.6-MGD Ground WTP 0.468-MGD Ground WTP 4 Wells (2.068 MG) 3 Water Storage Tanks (2.23 MG) 2 Booster Stations Distribution System (28 miles) Meter Reading/Installation Customer Service ----- 1.3-MGD BioiMag/Co-Mag Extended Aeration WWTP 10 Pump Stations Collection System (28 miles) 750 Grinder Pump Stations Septage Receiving Industrial Leachate Biosolids Disposal
Tampa Bay Water	Tampa Bay Water	Tampa, FL	2,500,000	2000/ 2023	DBO and O&M	120-MGD Actiflo Surface WTP
Tampa Bay Water	Tampa Bay Water	Tampa, FL	2,500,000	2002/ 2023	O&M	15-BG Reservoir O&M
Tampa Bay Water-Keller	Tampa Bay Water	Tampa, FL		2002/ 2020	Maintenance	30-MGD Hydrogen Sulfide Removal Ground WTP
Tupelo	Northeast Mississippi Regional Water Supply District	Fulton, MS	58,132	1990/ 2018	O&M	18-MGD Surface WTP Distribution System (48 miles) 3 Pump Stations 2 Booster Stations 1 Raw Water Pump Station (18 MGD) 3 Elevated Storage Towers (1.5 MG) 2 Ground Storage Tanks (6 MG)

Qualifications

Westborough h Water	Town of Westborough	Westborough h, MA	44,750	1996/ 2021	O&M	3.5-MGD Multi-media Filtration Surface/Ground WTP 2-MGD Greensand Iron/Manganese Removal Plant Raw Water Pump Station (2.6 MGD) Pressure Booster Station 9 Wells (3.31 MG) Water Storage Tanks (7.5 MG)
Wildwood Campground	Wildwood by the River Campground	Ontario, ON		2002/ (Anually Renewabl e) Ongoing	O&M	0.092-MGD (350 m3/d) Deep Water Well Treatment System
Wilsonville	City of Wilsonville	Wilsonville, OR	40,370	2001/ 2022	O&M	15-MGD Actiflo Surface WTP Advanced Asset Management
Wurtland Distribution	City of Wurtland	Wurtland, KY	1,100	1994/ 2018	O&M	Disbribution System (20 miles) Meter Reading

Project references with contact information will be provided in a spreadsheet with emails and phone numers.

Internal control policies for use at the site will be provided in separate PDF's for review by the City.

For Financial and accounting purposes, Veolia utilizes SAP as a recognized and certified accounting system. The IT ERP system details have been requested from our Paris headquarters and these documents along with answers to any further questions the City may have will be forwarded as they become available.

Exhibit 16

USA Utility Locates

Kevin Lewis <klewis@cityofepa.org>

Tue 12/19/2023 6:49 AM

To: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>

Cc: Humza Javed <hjaved@cityofepa.org>

[You don't often get email from klewis@cityofepa.org. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Dear Ms. Morford

I hope this email finds you well.

I would like to begin by stating that our water utilities are of concern.

I am not the responsible party for our water utility locates, although I review all/or most of the tickets that pertain to East Palo Alto.

Our water department is operated by Viola North America and it has been their soul responsibility for locating and marking.

Although i am a locating professional, as of immediate recent i have stepped into locating for various reasons of clarity between the city and its water contracted services.

At this point and time I cannot answer your questions provided thereof, but will be more than happy to discuss with you my most recent locating role via contact.

Sincerely,

Kevin L

650-441 2050

klewis@cityofepa.org

Engineering Division

Public Works Supervisor

1960 Tate Street

East Palo Alto CA 94303

Exhibit 17



**CALIFORNIA UNDERGROUND FACILITIES SAFE EXCAVATION BOARD
INVESTIGATION DIVISION
RECORD OF CONVERSATION**

DATE: 12/26/2023

CASE NO: C233385010

DATE/TIME OF CONVERSATION: 12/26/2023 12:16 p.m.

LOCATION OF CONVERSATION: Phone

NAME/ADDRESS OF PARTY:

Kevin Lewis
Public Works Supervisor
City of East Palo Alto
1960 Tate Street
East Palo Alto, CA 94303
klewis@cityofepa.org
650-441-2050

CONVERSATION:

Amy Morford – Investigator
Operator – Kevin Lewis, City of East Palo Alto

On December 26, 2023, at approximately 12:16 p.m., the Investigator spoke with Kevin Lewis via telephone, who stated he had located and marked 2206 Clarke Avenue in East Palo Alto on December 22, 2003.

End of Record

Investigator Name	Supervisor Name
Amy Morford	Wayne Brenner

Exhibit 18

From: [Jason Weidler](#)
To: [Morford, Amy@EnergySafety](#)
Cc: [Dan Curl](#); [Miguel Guzman](#); [Brian Fukayama](#)
Subject: RE: Contact Info for East Palo Alto?
Date: Tuesday, January 2, 2024 8:30:02 AM
Attachments: [image002.png](#)

You don't often get email from jasonw@ucs-llc.com. [Learn why this is important](#)

Hi Amy,

Thank you for help to get this resolved.

Happy New Year!

Jason

Jason Weidler | President
Utility Construction Services, Inc.
(805) 440-0562 mobile | JasonW@ucs-llc.com
263 S. Maple Ave, South San Francisco CA 94080



From: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>
Sent: Tuesday, December 26, 2023 1:57 PM
To: Jason Weidler <JasonW@ucs-llc.com>
Cc: Dan Curl <DanC@ucs-llc.com>; Miguel Guzman <miguelg@ucs-llc.com>; Brian Fukayama <brianf@ucs-llc.com>
Subject: [External] Re: Contact Info for East Palo Alto?

This Message Is From an External Sender

This message came from outside your organization.

Good Afternoon,

Just following up. 2206 Clarke Ave and Bell Street has been marked as of Friday 12/22/23. K. Lewis confirmed this morning with photos.

As for invoicing the City for the GPR locating due to their lack of response, I cannot give you legal advice. That would need to be discussed with your legal department.

Amy Morford

Investigator

Amy.Morford@energysafety.ca.gov

Direct: 279-789-1815

[Office of Energy Infrastructure Safety \[energysafety.ca.gov\]](http://energysafety.ca.gov)

715 P Street, 20th Floor

Sacramento, CA 95814



OFFICE OF ENERGY INFRASTRUCTURE SAFETY

From: Jason Weidler <jasonw@ucs-llc.com>

Sent: Tuesday, December 19, 2023 3:35 PM

To: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>

Cc: Dan Curl <DanC@ucs-llc.com>; Miguel Guzman <miguelg@ucs-llc.com>; Brian Fukayama <brianf@ucs-llc.com>

Subject: RE: Contact Info for East Palo Alto?

You don't often get email from jasonw@ucs-llc.com. [Learn why this is important \[aka.ms\]](#)

Amy,

No excavating has taken place in the PUE and no damages have occurred.

We did hire a third party to come out and perform GPR to locate and mark out the water services with the hopes that the City would work with us and provide as-builts as well as the okay to proceed with the GPR markings being completed but then all correspondence from them ceased. All the water is marked out we just need the City to confirm. With that, would we have any right to invoice the City for the GPR locating due to their lack of response?

Thank you for the update and your efforts to help move this along.

Jason

From: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>
Sent: Tuesday, December 19, 2023 4:08 PM
To: Jason Weidler <JasonW@ucs-llc.com>
Cc: Dan Curl <DanC@ucs-llc.com>; Miguel Guzman <miguelg@ucs-llc.com>; Brian Fukayama <brianf@ucs-llc.com>
Subject: [External] Re: Contact Info for East Palo Alto?

This Message Is From an External Sender

This message came from outside your organization.

Hi Jason,

I spoke with Kevin Lewis, Public Works Supervisor, today. He will be responsible for all markings moving forward. The Ticket 2023113000319-000 2206 for 2206 Clarke Ave and Bell Street will be marked by the end of this week, possibly by tomorrow. He will confirm with pictures and I can let you know.

Lewis also stated he would also mark by end of week Tickets 2023112802631-000 and 2023112902821-000 These are for the same location at 1700 E Bayshore Road & O'Conner Street. They were created one day apart.

Can you confirm that NO work (excavating) or damages have occurred at the 2206 Clarke Ave and Bell Street location?

Thanks ~ Amy

From: Jason Weidler <JasonW@ucs-llc.com>
Sent: Tuesday, December 19, 2023 2:55 PM
To: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>
Cc: Dan Curl <DanC@ucs-llc.com>; Miguel Guzman <miguelg@ucs-llc.com>; Brian Fukayama <brianf@ucs-llc.com>
Subject: RE: Contact Info for East Palo Alto?

You don't often get email from jasonw@ucs-llc.com. [Learn why this is important \[aka.ms/gcc02.safelinks.protection.outlook.com\]](#)

Good afternoon Amy,

Just checking in to see if there are any updates from the City of East Palo Alto. Our Customer, PG&E is starting to receive phone calls from the Applicant asking about the time frame for their project to start. I was hoping you might have some info for us.

Thank you,

Jason

Jason Weidler | President

Utility Construction Services, Inc.

(805) 440-0562 mobile | JasonW@ucs-llc.com

263 S. Maple Ave, South San Francisco CA 94080



From: Dan Curl <DanC@ucs-llc.com>
Sent: Wednesday, December 13, 2023 9:14 AM
To: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>
Cc: Jason Weidler <JasonW@ucs-llc.com>; Justin Lucero <JustinL@ucs-llc.com>; Miguel Guzman <miguelg@ucs-llc.com>; Brian Fukayama <brianf@ucs-llc.com>
Subject: RE: Contact Info for East Palo Alto?

Hello Amy, I initially started talking to J.P with the water department before being referred to Kevin Lewis with the City. J.P's contact is 360-921-5674. We were unable to make contact with Kevin Lewis. Let me know if there's any additional info I can provide.

Dan Curl

(650 228-9614 mobile | danc@ucs-llc.com)

From: Jason Weidler <JasonW@ucs-llc.com>
Sent: Tuesday, December 12, 2023 5:00:36 PM
To: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>; Justin Lucero <JustinL@ucs-llc.com>
Subject: Re: Contact Info for East Palo Alto?

Justin,

Would you please provide the name(s) and contact numbers of those that you spoke with at the City of East Palo Alto when attempting to get support for marking the water?

Thanks,

Jason

Jason Weidler | President

Utility Construction Services, Inc.

(805) 440-0562 mobile | JasonW@ucs-llc.com

263 S. Maple Ave, South San Francisco CA 94080

From: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>

Sent: Tuesday, December 12, 2023 4:53 PM

To: Jason Weidler <JasonW@ucs-llc.com>

Subject: [External] Contact Info for East Palo Alto?

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Hi Jason,

Do you have a point of contact for the City of East Palo Alto?

Name, number, address, email address?

Thanks ~ Amy

Amy Morford

Investigator

Amy.Morford@energysafety.ca.gov

Direct: 279-789-1815

Office of Energy Infrastructure Safety

715 P Street, 20th Floor

Sacramento, CA 95814



**OFFICE OF ENERGY
INFRASTRUCTURE
SAFETY**

Exhibit 19

From: Jason Weidler
To: Morford, Amy@EnergySafety
Cc: Dan Curl; Miguel Guzman; Brian Fukayama
Subject: RE: Contact Info for East Palo Alto?
Date: Friday, March 1, 2024 8:54:48 AM
Attachments: image002.png

You don't often get email from jasonw@ucs-llc.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Amy,

Please responses in red below and let me know if anything further is needed.

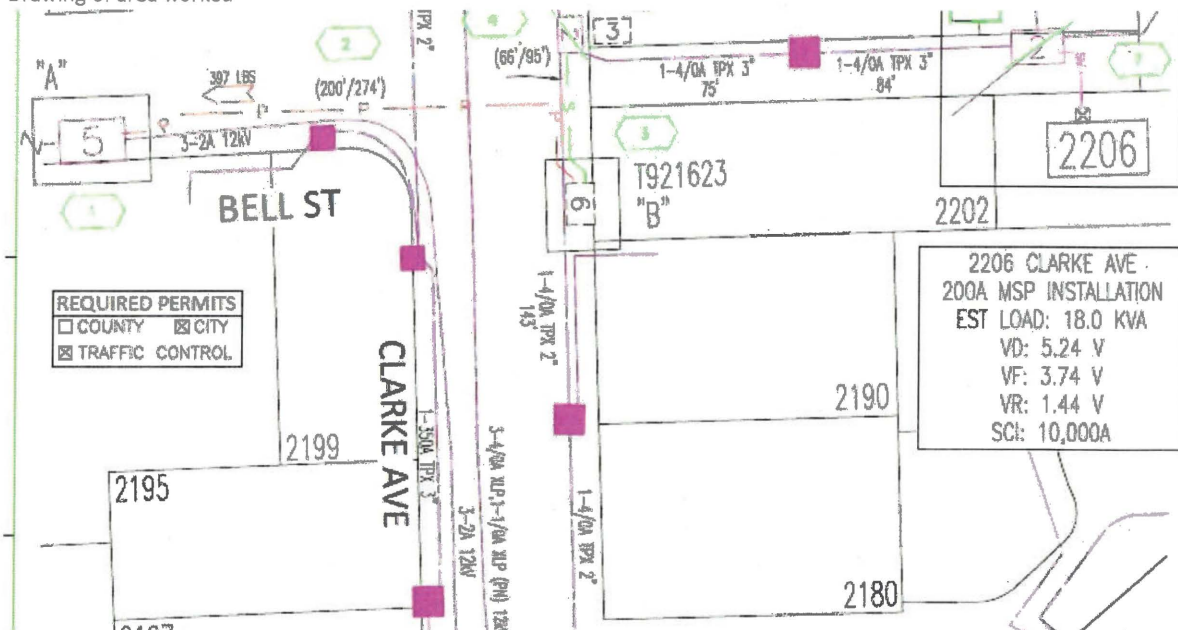
Thank you,

Jason

Jason Weidler | President
Utility Construction Services, Inc.
(805) 440-0562 mobile | JasonW@ucs-llc.com
263 S. Maple Ave, South San Francisco CA 94080



Drawing of area worked



From: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>

Sent: Thursday, February 29, 2024 5:42 PM

To: Jason Weidler <JasonW@ucs-llc.com>

Cc: Dan Curl <DanC@ucs-llc.com>; Miguel Guzman <miguelg@ucs-llc.com>; Brian Fukayama <brianf@ucs-llc.com>

Subject: [External] RE: Contact Info for East Palo Alto?

This Message Is From an External Sender

This message came from outside your organization.

Hi Jason,

I'm tying up loose ends on this case and have a few more questions.

2206 Clarke Ave and Bell Street was marked as of Friday 12/22/23 by K. Lewis from the City of East Palo Alto. Were the markings sufficient? **Yes, Marks were sufficient.**

Is your work at 2206 Clarke Ave and Bell Street completed? **Yes**

If yes, what dates did you start and complete your work at 2206 Clarke Ave and Bell Street? **Work began on 11.27.23 but was stalled due to mark and locate response. Work completed on 02.04.24**

Where did the excavation take place? From Clarke Ave and Bell Street intersection to 2206 Clarke Ave? **This is correct. See drawing for area covered.**

What equipment was used during the excavation at the job site? **Mechanical excavation method using mini excavator**

The original Electronic Positive Response notification from USA North issued Veolia North America a late notice on 12/04/23 at 5:15 pm. Did Veolia North America mark the delineated area? If yes, do you know when they marked? **Here are our 3 ticket numbers for the project. 2023111304043-004; 2023112800561-003; 2023113000319-002. Veolia NA is one of the members listed to respond but I do not know when they delineated the area.**

Please reach out if you have any questions.

Thank you,

Amy Morford

Investigator | Underground Investigations Division

Amy.Morford@energysafety.ca.gov

Direct: 279-789-1815

[Office of Energy Infrastructure Safety \[energysafety.ca.gov\]](https://energysafety.ca.gov/)

715 P Street, 20th Floor

Sacramento, CA 95814



**OFFICE OF ENERGY
INFRASTRUCTURE
SAFETY**

From: Jason Weidler <JasonW@ucs-llc.com>

Sent: Tuesday, January 2, 2024 8:30 AM

To: Morford, Amy@EnergySafety <Amy.Morford@oeis.onmicrosoft.com>

Cc: Dan Curl <DanC@ucs-llc.com>; Miguel Guzman <miguelg@ucs-llc.com>; Brian Fukayama <brianf@ucs-llc.com>

Subject: RE: Contact Info for East Palo Alto?

You don't often get email from jasonw@ucs-llc.com. [Learn why this is important \[aka.ms\]](#)

Hi Amy,

Thank you for help to get this resolved.

Happy New Year!

Jason

Jason Weidler | President

Utility Construction Services, Inc.

(805) 440-0562 mobile | JasonW@ucs-llc.com

263 S. Maple Ave, South San Francisco CA 94080



From: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>

Sent: Tuesday, December 26, 2023 1:57 PM

To: Jason Weidler <JasonW@ucs-llc.com>

Cc: Dan Curl <DanC@ucs-llc.com>; Miguel Guzman <miguelg@ucs-llc.com>; Brian Fukayama <brianf@ucs-llc.com>

Subject: [External] Re: Contact Info for East Palo Alto?

This Message Is From an External Sender

This message came from outside your organization.

Good Afternoon,

Just following up. 2206 Clarke Ave and Bell Street has been marked as of Friday 12/22/23. K. Lewis confirmed this morning with photos.

As for invoicing the City for the GPR locating due to their lack of response, I cannot give you legal advice. That would need to be discussed with your legal department.

Amy Morford

Investigator

Amy.Morford@energysafety.ca.gov

Direct: 279-789-1815

[Office of Energy Infrastructure Safety \[energysafety.ca.gov\]](https://energysafety.ca.gov) [gcc02.safelinks.protection.outlook.com]

715 P Street, 20th Floor

Sacramento, CA 95814



**OFFICE OF ENERGY
INFRASTRUCTURE
SAFETY**

From: Jason Weidler <JasonW@ucs-llc.com>

Sent: Tuesday, December 19, 2023 3:35 PM

To: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>

Cc: Dan Curl <DanC@ucs-llc.com>; Miguel Guzman <miguelg@ucs-llc.com>; Brian Fukayama <brianf@ucs-llc.com>

Subject: RE: Contact Info for East Palo Alto?

You don't often get email from jasonw@ucs-llc.com. [Learn why this is important \[aka.ms\] \[gcc02.safelinks.protection.outlook.com\]](#)

Amy,

No excavating has taken place in the PUE and no damages have occurred.

We did hire a third party to come out and perform GPR to locate and mark out the water services with the hopes that the City would work with us and provide as-builts as well as the okay to proceed with the GPR markings being completed but then all correspondence from them ceased. All the water is marked out we just need the City to confirm. With that, would we have any right to invoice the City for the GPR locating due to their lack of response?

Thank you for the update and your efforts to help move this along.

Jason

From: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>

Sent: Tuesday, December 19, 2023 4:08 PM

To: Jason Weidler <JasonW@ucs-llc.com>

Cc: Dan Curl <DanC@ucs-llc.com>; Miguel Guzman <miguelg@ucs-llc.com>; Brian Fukayama <brianf@ucs-llc.com>

Subject: [External] Re: Contact Info for East Palo Alto?

This Message Is From an External Sender

This message came from outside your organization.

Hi Jason,

I spoke with Kevin Lewis, Public Works Supervisor, today. He will be responsible for all markings moving forward. The Ticket 2023113000319-000 2206 for 2206 Clarke Ave and Bell Street will be marked by the end of

this week, possibly by tomorrow. He will confirm with pictures and I can let you know.

Lewis also stated he would also mark by end of week Tickets 2023112802631-000 and 2023112902821-000
These are for the same location at 1700 E Bayshore Road & O'Conner Street. They were created one day apart.

Can you confirm that NO work (excavating) or damages have occurred at the 2206 Clarke Ave and Bell Street location?

Thanks ~ Amy

From: Jason Weidler <JasonW@ucs-llc.com>
Sent: Tuesday, December 19, 2023 2:55 PM
To: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>
Cc: Dan Curl <DanC@ucs-llc.com>; Miguel Guzman <miguelg@ucs-llc.com>; Brian Fukayama <brianf@ucs-llc.com>
Subject: RE: Contact Info for East Palo Alto?

You don't often get email from jasonw@ucs-llc.com. [Learn why this is important \[aka.ms\]](#) [[gcc02.safelinks.protection.outlook.com](https://gcc02.safelinks.protection.outlook.com/?url=https://aka.ms/OutlookSafeLinks&urlsource=sa&url=mailto:jasonw@ucs-llc.com&cc=02)]

Good afternoon Amy,

Just checking in to see if there are any updates from the City of East Palo Alto. Our Customer, PG&E is starting to receive phone calls from the Applicant asking about the time frame for their project to start. I was hoping you might have some info for us.

Thank you,

Jason

Jason Weidler | President

Utility Construction Services, Inc.

(805) 440-0562 mobile | JasonW@ucs-llc.com

263 S. Maple Ave, South San Francisco CA 94080



From: Dan Curl <DanC@ucs-llc.com>
Sent: Wednesday, December 13, 2023 9:14 AM
To: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>
Cc: Jason Weidler <JasonW@ucs-llc.com>; Justin Lucero <JustinL@ucs-llc.com>; Miguel Guzman <miguelg@ucs-llc.com>; Brian Fukayama <brianf@ucs-llc.com>
Subject: RE: Contact Info for East Palo Alto?

Hello Amy, I initially started talking to J.P with the water department before being referred to Kevin Lewis with the City. J.P's contact is 360-921-5674. We were unable to make contact with Kevin Lewis. Let me know if there's any additional info I can provide.

Dan Curl

(650 228-9614 mobile | danc@ucs-llc.com)

From: Jason Weidler <JasonW@ucs-llc.com>
Sent: Tuesday, December 12, 2023 5:00:36 PM
To: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>; Justin Lucero <JustinL@ucs-llc.com>
Subject: Re: Contact Info for East Palo Alto?

Justin,

Would you please provide the name(s) and contact numbers of those that you spoke with at the City of East Palo Alto when attempting to get support for marking the water?

Thanks,

Jason

Jason Weidler | President

Utility Construction Services, Inc.

(805) 440-0562 mobile | JasonW@ucs-llc.com

263 S. Maple Ave, South San Francisco CA 94080

From: Morford, Amy@EnergySafety <Amy.Morford@energysafety.ca.gov>
Sent: Tuesday, December 12, 2023 4:53 PM
To: Jason Weidler <JasonW@ucs-llc.com>
Subject: [External] Contact Info for East Palo Alto?

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Hi Jason,

Do you have a point of contact for the City of East Palo Alto?

Name, number, address, email address?

Thanks ~ Amy

Amy Morford

Investigator

Amy.Morford@energysafety.ca.gov

Direct: 279-789-1815

Office of Energy Infrastructure Safety

715 P Street, 20th Floor

Sacramento, CA 95814



**OFFICE OF ENERGY
INFRASTRUCTURE
SAFETY**