

SECTION 1511 CERTIFICATION

The authorized representative of the California Department of Public Health hereby certifies, and/or affirms previous certification(s), that this Project has received the full review and vetting required by law and that such representative accepts responsibility that the Project is an appropriate use of taxpayer dollars. Subject to the provisions of this Agreement, the following general description is provided in order to comply with Section 1511 of the American Recovery and Reinvestment Act of 2009 (ARRA).

Applicant Name: County of Monterey, Boronda County Sanitation District for San Jerardo Water System.

Project Number: 2701904-003

DUNS Number: 076298439

Project description: The project consists of the following major components: one 168 gpm well, one 285,000 gallon storage tank, one 1,700 gpm booster pump station, 6-inch PVC transmission pipeline.

Estimated total cost of the Project: \$5,397,054

Type of Assistance: 100% (One Hundred Percent) Forgiveness of Principal

Interest Rate: N/A

Estimated amount of ARRA funds to be used: \$3,066,554

Forgiveness of Principal: \$3,066,554

Loan Amount: \$0

Rufus B. Howell

Rufus B. Howell, Deputy Director
Center for Environmental Health


10/13/09
(Date)



California Department of Public Health
MEMORANDUM

DATE: September 28, 2009

TO: Leah Godsey Walker, Chief
Drinking Water Technical Programs Branch

FROM:  Addie Aguirre, Chief
Safe Drinking Water State Revolving Fund Administration Section

SUBJECT: Recommendation to Authorize Funding Agreement to **COUNTY OF MONTEREY, BORONDA COUNTY SANITATION DISTRICT FOR SAN JERARDO WATER SYSTEM**, Project No. **2701904-003** for Funding under Safe Drinking Water State Revolving Fund, American Recovery and Reinvestment Act (ARRA) for San Jerardo Water System.

The California Department of Public Health (CDPH) has completed its evaluation of the above referenced project for funding under Safe Drinking Water State Revolving Fund, American Recovery and Reinvestment Act (ARRA). It is recommended to authorize a funding agreement for this project.

The following information should be included in the Funding Agreement:

1. Supplier Legal Name: **County of Monterey, Boronda County Sanitation District for San Jerardo Water System.**
2. Project Number: **2701904-003**
3. Supplier is a **Public Agency** in the County of **Monterey.**
4. The purpose of the funding is to assist in financing a project which will enable Supplier to meet safe drinking water standards.
5. The total ARRA project cost is estimated to be **\$5,397,054** of which **\$3,066,554** is considered ARRA total eligible project costs.
Type of Assistance: **100% (One Hundred Percent) Forgiveness of Principal**
6. Total ARRA fundable cost **\$3,066,554**
Forgiveness of Principal: **\$3,066,554**
Loan Amount: **\$0**
7. The Supplier's cost for this project is estimated to be **\$2,330,500.**
8. The reasonably expected useful life of the project facilities is **20** years.

9. Supplier's Grant Administrator shall be its' **Management Analyst II**.

10. Supplier's Official Notices shall be sent to:

**County of Monterey, Boronda County Sanitation District
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901**

11. The Project shall be constructed in accordance with the plans and specifications approved by State on **June 5, 2009**.

12. Supplier shall complete the project no later than **June 30, 2011**.

13. Rate of Interest: **N/A**

14. Term of Loan: **N/A**

The Funding Agreement should contain the following Special Conditions

1. The Supplier shall notify CDPH's **Monterey** District Office when the project construction is 50% complete.
2. The Supplier shall submit a permit amendment application to the **Monterey** County Local Primacy Agency no later than **January 30, 2010**.
3. Notwithstanding any term or condition to the contrary in the agreement, including but not limited to Article A-8, the Supplier may place a project facility into operation prior to completion of the Project if prior written approval is obtained from the CDPH **Monterey** District Office.
4. Notwithstanding Section 6 of this Agreement, State agrees that funds provided under this Agreement are not required to be drawn on a pro-rata basis with funding provided by other State or Federal Agencies.
5. Supplier shall comply with all terms and conditions of the United States Fish and Wildlife (USFWS) Biological Opinion issued for the Project during all phases of Project construction; and Supplier expressly agrees to include such requirements in all Project construction bid solicitation documents, construction contracts and contractor instructions.
6. Supplier shall contact CDPH Environment Review Unit (ERU) prior to commencement of Project ground breaking activities. Supplier shall not commence said groundbreaking activities until it has been demonstrated that all

terms and conditions of the USFWS Biological Opinion have been met, or that Supplier has instituted measures to assure compliance with said terms and conditions during all Project construction activities, and until Supplier has received prior written notice from CDPH ERU that Project groundbreaking activities may commence.

7. Supplier shall comply with the biological mitigation measures included in the Project's Mitigated Negative Declaration and Environmental Assessment. Should any such measures conflict with or duplicate a term or condition of the USFWS Biological Opinion, the USFWS Biological Opinion shall control and Supplier shall comply with the requirements of said Biological Opinion.
8. If archeological features or materials are unearthed during any phase of Project activities, all work in the immediate vicinity of the find shall halt until Supplier has contacted a qualified archaeologist, as required by the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 48 CFR 44716. Supplier agrees to comply with the recommendations of said archaeologist with respect to the resumption of construction activities.
9. If human remains are exposed by Project-related activity. Supplier shall comply with California State Health and Safety Code, Section 7050.5, which states that no further disturbance shall occur until the Monterey County Coroner has made the necessary findings as to origin and disposition pursuant to California Public Resources Code, Section 5097.98. Supplier shall provide the opportunity for Native American monitor(s) to participate in the identification, evaluation, and mitigation of effects upon, any Native American human remains or cultural resources inadvertently exposed during the proposed undertaking; said requirements may be satisfied by consultation with personnel designed by the Native American Heritage Commission. Should tribal representatives agree to consult with any such discoveries; the costs incurred will be the responsibility of Supplier.
10. Notwithstanding any other term or condition of this Agreement, State shall have no duty to disburse funds under this Agreement, unless and until Supplier provides State with satisfactory documentation to show Supplier has secured the amount of Supplier's Cost set forth in Section 6 of this Agreement, in order to have a fully funded Project.
11. Notwithstanding any other term or condition of this Agreement, State shall have no duty to disburse funds under this Agreement, unless and until Supplier provides State with satisfactory documentation evidencing transfer of ownership of the San Jerardo public water system to Supplier; such documentation shall include, but not be limited to, (1) a copy of a fully executed Purchase and Sale Agreement between Federal Receiver, John W. Richardson and Supplier

September 29, 2009

County of Monterey, Boronda County Sanitation District

(County of Monterey, Boronda County Sanitation District) for Supplier's acquisition of said system, (2) a copy of a duly entered order of the U.S. District Court (USDC) for the Northern District of California in Case No. C-97-20099 (JF), "United States of America v Alisal Water Corporation et al", approving the terms of said fully executed Purchase and Sale Agreement, and (3) a copy of the final, signed CPUC Resolution W-1786, adopted and effective on September 24, 2009, approving transfer of ownership of the San Jerardo Water System to Supplier, subject to approval by the USDC.

cc: Jan Sweigert, District Engineer
Catherine Ma, Regional Engineer
Addie Aguirre
Anne Novak
Karen Hilliard
Natalia E. Deardorff
Dat Tran
Noel Gordon