

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: Yulupa Mutual Water Company

Project Number: 4900660-004

DUNS Number: 054180984

Project description: Acquiring a parcel of land for a well site, constructing a 700' deep well and well control building with associated electrical and controls components, 500' of transmission main piping, 500' of distribution main piping and installation of a new 200 A, 480 v electrical service.

Estimated total cost of the Project: \$617,200

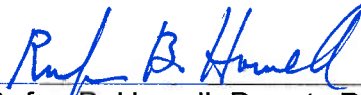
Type of Assistance: 100% (One Hundred Percent) Forgiveness of Principal

Interest Rate: N/A

Estimated amount of ARRA funds to be used: \$617,200

Forgiveness of Principal: \$617,200

Loan Amount: \$0



Rufus B. Howell, Deputy Director
Center for Environmental Health

10/13/09
(Date)



California Department of Public Health
MEMORANDUM

DATE: August 26, 2009

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

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

SUBJECT: Recommendation to Authorize Funding Agreement to **Yulupa Mutual Water Company**, Project No. **4900660-004** for Funding under Safe Drinking Water State Revolving Fund, American Recovery and Reinvestment Act (ARRA)

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: **Yulupa Mutual Water Company**
2. Project Number: **4900660-004**
3. Supplier is a **Private Ownership/Non-Profit** in the County of **Sonoma**, State of California.
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 **\$617,200** of which **\$617,200** is considered ARRA total eligible project costs.
Type of assistance: **100% (One Hundred Percent) Forgiveness of Principal**
6. Total ARRA fundable cost: **\$617,200**
Forgiveness of Principal: **\$617,200**
Loan Amount: **\$0**
7. The Supplier's cost for this project is estimated to be **\$0**.
8. The reasonably expected useful life of the project facilities is **20** years.
9. Supplier's Grant Administrator shall be its' **Treasurer**.

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

**Yulupa Mutual Water Company
Treasurer
6411 Bennett Valley Road
Santa Rosa, CA 95404-8573**

11. The Project shall be constructed in accordance with the plans and specifications approved by State on **June 16, 2009.**

12. Supplier shall complete the project no later than **February 10, 2010.**

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 **Sonoma** District Office when the project construction is 50% complete
2. The Supplier shall notify CDPH's **Sonoma** District Office when construction is completed and prior to any start-up testing of the treatment facilities.
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 **Sonoma** District Office.
4. The location of the Project's replacement well and associated pipeline components is less than one mile from a known occurrence of the California Red-Legged Frog (*Rana draytonii*), a federally threatened species. The Supplier shall retain a U. S. Fish & Wildlife Service-qualified biologist to perform a pre-construction survey of the Project's proposed well site and proposed pipeline alignment, following U.S Fish and Wildlife Service protocols found at <http://www.fws.gov/sacramento/es/protocol.htm> to ensure no species or their habitat are present and/or disturbed.
5. The Supplier shall implement best available control measures to control fugitive PM2.5 emissions as adopted by the Bay Area Air Quality

Management District, and other local fugitive dust control ordinances as applicable.

6. If archaeological features or materials are unearthed during any phase of project activities, all work in the immediate vicinity of the find shall halt until the Supplier has contacted an archaeologist qualified pursuant to the "Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, 48 CFR 44716" who will determine the significance of the resource.
7. If human remains are exposed by project-related activity, the Supplier shall comply with California State Health and Safety Code, Section 7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to California Public Resources Code, Section 5097.98. The Supplier will 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 requirement may be satisfied by consultation with personnel designated by the Native American Heritage Commission. Should tribal representatives agree to consult on any such discoveries; the costs incurred will be the responsibility of the Supplier.

cc: Janice Oakley, District Engineer
Regional Engineer
Addie Aguirre
Anne Novak
Karen Hilliard
Mike Zanolli
Dat Tran
Noel Gordon