

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: City of Woodland

Project Number: 5710006-003

DUNS Number: 884852203

Project description: This project involves the installation of meters and transmitters on 10,000 existing houses.

Estimated total cost of the Project: \$14,839,000

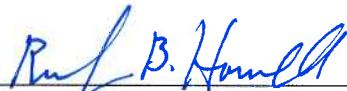
Type of Assistance: 50% (Fifty Percent) Forgiveness of Principal

Estimated amount of ARRA funds to be used: \$14,839,000

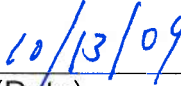
Interest Rate: 2.5017%

Forgiveness of Principal: \$7,419,500

Loan Amount: \$7,419,500



Rufus B. Howell, Deputy Director
Center for Environmental Health




(Date)



California Department of Public Health
MEMORANDUM

DATE: July 3, 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 **City of Woodland**, Project No. **5710006-003** 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: **City of Woodland**
2. Project Number: **5710006-003**
3. Supplier is a **Public Agency** in the County of **Yolo**, 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 **\$14,839,000**
Type of Assistance: **50% (Fifty Percent) Forgiveness of Principal**
6. Total ARRA fundable cost: **\$14,839,000**
Forgiveness of Principal: **\$7,419,500**
Loan Amount: **\$7,419,500**
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' **City Manager**.

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

**City of Woodland
City Manager
655 N. Pioneer Avenue
Woodland, CA 95776**

11. The Project shall be constructed in accordance with the plans and specifications approved by State on **June 26, 2009**.

12. Supplier shall complete the project no later than **March 1, 2012**.

13. Rate of Interest: **2.5017%**

14. Term of Loan: **20 years**

The Funding Agreement should contain the following Special Conditions

1. 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 City of Woodland has contacted a qualified archeologist who will determine the significance of the resource.
2. If human remains are exposed by project-related activity, the City of Woodland shall comply with 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 Public Resources Code, Section 5097.98. The City of Woodland will provide the opportunity for (a) 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. Consultation with personnel designated by the Native American Heritage Commission would be acceptable. Should tribal representative agree to consult on any such discoveries, the costs incurred will be the responsibility of the City of Woodland.
3. Supplier acknowledges the provisions of California's Water Measurement Law (California Water Code, Division 1, Chapter 8, commencing with Section 500), and Supplier agrees to commence charging, not later than one year following the Project Completion Date, a volumetric water rate to all customers whose water meters were installed as a component of the Project.
4. Supplier is responsible for the implementation of practices equal to the urban water conservation "best management practices" of the California Urban Water Conservation Council.

5. Notwithstanding any other term, condition or provision of this Agreement, including but not limited to Section 9, Section 11, Section 13, Article A-3, Article A-11 and Article A-13, if the Forgiveness of Principal set forth under Section 5 of this Agreement is 100%, the provisions of Section 13 regarding Fiscal Agent, Articles A-11 and A-13 regarding repayment of principal and/or interest, and the requirements of subsections (b), (c), (e) and (f) or Article A-3, do not apply.
6. Not later than six months following Supplier's certification of Project completion, as required by Article A-8(e), Supplier shall submit a permit amendment application for the Project facilities to the CDPH **Yolo** District Office.

cc: Sean Sterchi, District Engineer
Kurt Souza, Regional Engineer
Addie Aguirre
Anne Novak
Karen Hilliard
Veronica Malloy
Dat Tran
Noel Gordon