

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: Shady Lane Mobile Home Park

Project Number: 4900801-002

DUNS Number: 830732397

Project description: Provide water service from the City of Santa Rosa water distribution system. Including making multiple taps on the City's distribution line; new pipeline to tie into the existing distribution system within the Mobile Home Park.

Estimated total cost of the Project: \$300,000

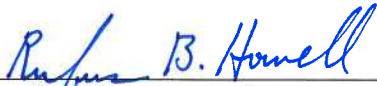
Type of assistance: 75% Forgiveness of Principal

Interest Rate: Rate of Interest 0% with a negative interest rate of 11.1499%.

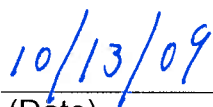
Estimated amount of ARRA funds to be used: \$300,000

Forgiveness of Principal: \$225,000

Loan Amount: \$75,000



Rufus B. Howell, Deputy Director
Center for Environmental Health




(Date)



California Department of Public Health
MEMORANDUM

DATE: September 29, 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 **Anthony Lamperti and Maxine Lamperti (SHADY LANE MOBILE HOME PARK)**, Project No. **4900801-001** 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: **Anthony Lamperti and Maxine Lamperti (SHADY LANE MOBILE HOME PARK)**
2. Project Number: **4900801-001**
3. Supplier is a **Private/Sole Proprietorship** 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 **\$300,000** of which **\$300,000** is considered ARRA total eligible project costs.
Type of assistance: **75%** Forgiveness of Principal
6. Total ARRA fundable cost: **\$300,000**
Forgiveness of Principal: **\$225,000**
Loan Amount: **\$75,000**
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' **Project Engineer**.

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

**Project Engineer
Carlenzoli and Associates
325 Tesconi Circle
Santa Rosa, CA 95401**

11. The Project shall be constructed in accordance with the plans and specifications approved by State on **June 15, 2009**.

12. Supplier shall complete the project no later than **December 1, 2010**.

13. Rate of Interest: **0% with a negative interest rate of 11.1499%**.

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

The Funding Agreement should contain the following Special Conditions

ARTICLE C-2. ADDITIONAL REQUIREMENTS

1. The Supplier shall notify CDPH **Sonoma** District Office when the Project construction is fifty percent (50%) complete.

2. Notwithstanding any term or condition to the contrary in this 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.

3. Notwithstanding any other term or condition of this Agreement, State shall have no duty to disburse funds under the terms of this Agreement, until Supplier has provided State with a copy of a fully executed agreement between Supplier and the **City of Santa Rosa, which agreement shall provide** for consolidation of the Supplier's public water system, commonly known as Shady Lane Mobile Home Park, with the City of Santa Rosa's public water system and the **City of Santa Rosa's** provision of domestic water supply to the customers of the Shady Lane Mobile Home Park public water system and for City of Santa Rosa's agreement to own and operate the Project; Supplier shall submit said agreement for State's review and approval not later than forty-five (45) days following the Date of Execution of this Agreement.

4. Supplier shall comply with the requirements of Article B-3 of this Agreement not later than forty-five (45) days following Date of Execution of this Agreement.

5. Supplier agrees that upon completion of the Project and transfer of the Project facilities to **City of Santa Rosa**, Supplier shall cease to own or operate a public water system and shall surrender its domestic water supply permit, Permit No. 02-18-05P-4900801 to State for cancellation or revocation.

6. Supplier represents it is the owner and operator of a public water system commonly known as Shady Lane Mobile Home Park and has authority to construct the Project.

ARTICLE C-3 NO PRIVATE GAIN

1. During the term of this Agreement, as defined in Article A-2 of Exhibit A of this Agreement, Supplier agrees to provide State with written notice of any proposed sale or transfer of the Project or any portion of the Project, hereinafter "Transferred Assets". Said notice shall be provided to State not less than sixty (60) days prior to proposed date of sale or transfer and shall include a statement of the then current fair market value of the Transferred Assets. The statement must be made by an independent appraiser, jointly selected by Supplier and proposed purchaser or transferee, and duly licensed by State of California. The value set forth in such statement is hereinafter referred to as "Fair Market Value".

2. Supplier agrees that the Fair Market Value represents the value of assets attributable to the funding provided under terms of this Agreement and is hereinafter referred to as "Public Funds".

3. Supplier agrees that it is not entitled to benefit from the sale or transfer of Transferred Assets attributable to funding provided under terms of this Agreement, and upon the sale or transfer will credit the purchaser an amount equal to Public Funds.

4. If purchaser is not a public entity, Supplier further agrees to cause the purchaser of Transferred Assets to establish a designated account, the identity of which shall be included in the written notice to State required by paragraph 1 of this Article C-3; and shall cause the purchaser to fund the designated account in the amount of Public Funds; shall cause purchaser to agree to utilize such funds only for capital improvements to the **Shady Lane Mobile Home Park** public water system or to any public water system which is the result of any consolidation of the **Shady Lane Mobile Home Park** public water system.

5. Supplier agrees to incorporate the requirements of paragraphs 1 to 7 of this Article C-3 into its contract or agreement for any sale or transfer of Transferred Assets, and will assure that State is an intended beneficiary of any contract or agreement for the sale or transfer of Transferred Assets.

6. Supplier agrees that upon its failure to perform any or all of the requirements of paragraphs 1 to 7 of this Article C-3, State, in its sole discretion, shall have the right to establish Fair Market Value of Transferred Assets and the amount of Public Funds, and Supplier expressly agrees that an amount equal to Public Funds shall be an obligation of Supplier immediately all due and payable to State.

7. Supplier further agrees to execute a Memorandum of Agreement with State, in the form of **Attachment 10** to this Agreement, memorializing paragraphs 1 to 7 of this portion thereof is situated. Supplier further agrees that State may file a UCC-1 statement with the California Secretary of State to give notice of Supplier's contingent liability to State as set forth in paragraph 6 of this Article C-3.

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