

## 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 HUGHSON

Project Number: 5010008-009

DUNS Number: 004953105

Project description: The City of Hughson intends to equip a newly constructed well with a coagulation/filtration treatment system. The proposed project should provide potable water to the city, solving their Category G arsenic problem.

Estimated total cost of the Project: \$3,003,060

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

Interest Rate: N/A

Estimated amount of ARRA funds to be used: \$3,003,060

Forgiveness of Principal: \$3,003,060

Loan Amount: \$0



Rufus B. Howell, Deputy Director  
Center for Environmental Health

10/13/09  
(Date)



California Department of Public Health  
**MEMORANDUM**

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**DATE:** September 8, 2009

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

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

**SUBJECT:** Recommendation to Authorize Funding Agreement to **City of Hughson**, Project No. **5010008-009** 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 Hughson**
2. Project Number: **5010008 - 009**
3. Supplier is a **Public Agency** in the County of **Stanislaus**, 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 **\$3,003,060** of which **\$3,003,060** considered ARRA total eligible project costs.  
Type of Assistance: **100%** (One Hundred Percent) Forgiveness of Principal
6. Total ARRA fundable cost **\$3,003,060**  
Forgiveness of Principal: **\$3,003,060**  
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' **Project Manager**.

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

**City of Hughson  
Project Manager  
10850 Gold Center Dr. Ste. 350  
Rancho Cordova CA 95670**

11. The Project shall be constructed in accordance with the plans and specifications approved by State on **August 25, 2009**.

12. Supplier shall complete the project no later than **October 31, 2010**.

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

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

**The Funding Agreement should contain the following Special Conditions**

1. 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 **Stockton** District Office.
2. The Supplier shall notify CDPH's **Stockton** District Office when the Project construction is fifty percent (50%) complete.
3. The Supplier shall notify CDPH's **Stockton** District Office when construction is completed and prior to any start-up testing of the treatment facilities.
4. 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's **Stockton** District Office.
5. A qualified archaeologist shall be onsite during the initial trenching of the pipeline.
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 and the archaeologist can 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.

8. As a potential generator of hazardous waste, the Supplier shall comply with all applicable regulations in, CCR Title 22, Division 4.5 Environmental Health Standards for the Management of Hazardous Waste, regarding the appropriate handling, management and disposal of residuals from the treatment plant.

cc: Joseph Spano, District Engineer  
Richard Haberman, Regional Engineer  
Addie Aguirre  
Anne Novak  
Karen Hilliard  
Veronica Malloy  
Dat Tran  
Noel Gordon