

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: Pioneer Elementary School

Project Number: 1610011-003

DUNS Number: 830962358

Project description: The project consists of constructing a new 1000 ft deep production well along with a storage tank, standby power and associated appurtenances. In addition, upgrades to the existing piping system and fire hydrant will be included.

Estimated total cost of the Project: \$2,479,238

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

Interest Rate: N/A


Estimated amount of ARRA funds to be used: \$1,505,467

Forgiveness of Principal: \$1,505,467

Loan Amount: \$0



Rufus B. Howell, Deputy Director
Center for Environmental Health


(Date)



California Department of Public Health
MEMORANDUM

DATE: September 14, 2009

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

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

SUBJECT: Recommendation to Authorize Funding Agreement to **Pioneer Union Elementary School District**, Project No. **1600011-003** 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: **Pioneer Union Elementary School District**
2. Project Number: **1600011-003**
3. Supplier is a **Public School District** in the County of **Kings**, 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 **\$2,479,238** of which **\$1,505,467** is considered ARRA total eligible project costs.
Type of Assistance: **100%** (One Hundred Percent) Forgiveness Principal
6. Total ARRA fundable cost **\$1,505,467**
Forgiveness of Principal: **\$1,505,467**
Loan amount: **\$0**
7. The Supplier's cost for this project is estimated to be **\$973,771**.
8. The reasonably expected useful life of the project facilities is **20 years**.
9. Supplier's Grant Administrator shall be its' **Superintendent**.

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

**Pioneer Union Elementary School District
Superintendent
1888 N. Mustang Drive
Hanford, California 93230**

11. The Project shall be constructed in accordance with the plans and specifications approved by State on **June 2, 2009**.

12. Supplier shall complete the project no later than **September 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 **Visalia** District Office when the project construction is fifty percent (50%) complete.
2. The Supplier shall notify CDPH's **Visalia** District Office when construction is completed and prior to any start-up testing of the treatment facilities.
3. The Supplier shall submit a permit amendment application to the **Kings** County Health Department and notify CDPH's **Visalia** District Office no later than six months after the certification of project completion.
4. 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 **Visalia** District Office.
5. If, based upon arsenic sampling results from the new well component of the Project, treatment is determined to be necessary, as a potential generator of hazardous waste, 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 Project treatment plant. As soon as practical and prior to operation of Project treatment facilities, Supplier shall contact the local Certified Unified Program Agency (CUPA) regarding the specific requirements for the potential generation of liquid or solid waste. Supplier is directed to contact the CalEPA website for programs within the county of operation.
<http://www.calepa.ca.gov/CUPA/Directory/default.aspx>

6. If, in accordance with special condition C-2(9) above, treatment is determined necessary, Supplier acknowledges that any water discharges or liquid waste generated by the Project treatment facilities that is ultimately discharged to land, including but not limited to evaporation ponds, percolation ponds, sumps or subsurface leach fields may require the State Water Resources Control Board's General Waste Discharge Requirements (WRDs) as outlined in http://waterboards.ca.gov/board_decisions/adopted_orders/water_quality2003/wgo/wgo2003-0003.pdf and pursuant to CCR, Title 27, Section 20080 and 20090.
7. Not later than one year after CDPH's issuance of a domestic water supply permit or amended permit for the Project facilities, Supplier shall submit a copy of the well destruction permit for Well #2 to the CDPH Visalia District Office and the Kings County Department of Health LPA Program.
8. 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 a qualified archeologist who will determine the significance of the resource.
9. 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 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.
10. Prior to and during all Project construction ground disturbance activities, Supplier shall comply with the standard recommendations of U.S. Fish and Wildlife Service for protection of the San Joaquin kit fox as set forth in Attachment 18 to this Agreement.

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