

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: Pond Union Elementary School District

Project Number: 1502221-004

DUNS Number: 100705789

Project description: The project consists of constructing arsenic removal water treatment facility onsite. The small building will be on a 12'x12' concrete slab adjacent to the well and existing pressure tank.

Estimated total cost of the Project: \$435,822

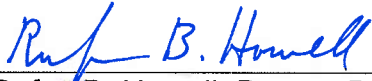
Type of Assistance: 100% (One Hundred Percent) Forgiveness of Principal

Interest Rate: N/A


Estimated amount of ARRA funds to be used: \$435,822

Forgiveness of Principal: \$435,822

Loan Amount: \$0



Rufus B. Howell, Deputy Director
Center for Environmental Health




(Date)



California Department of Public Health
MEMORANDUM

DATE: August 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 **Pond Union Elementary School District**, Project No. **1502221-004** 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: **Pond Union Elementary School District**
2. Project Number: **1502221-004**.
3. Supplier is a **School District** in the County of **Kern**, 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 **\$435,822** of which **\$435,822** is considered ARRA total eligible project costs.
Type of Assistance: **100% (One Hundred Percent)** Forgiveness of Principal
6. Total ARRA fundable cost **\$435,822**
Forgiveness of Principal: **\$435,822**
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' **District Superintendent**.

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

**Pond Union Elementary School District
District Superintendent
29585 Pond Road
Pond, CA 93280**

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 **April 30, 2010**.

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

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

The Funding Agreement should contain the following Special Conditions

1. Notwithstanding any other term, condition, or provision of this Agreement, Project costs incurred prior to October 1, 2008 are not Eligible Project Costs and will not be funded under the terms of this Agreement.

2. 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 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) of Article A-3. do not apply.

3. Supplier shall certify not later than **60** days from the Date of Execution of this Agreement that any revenue derived from property related fees and charges needed for the Project or the debt associated with the Project has been approved in accordance with Article XIII(c) and XIII(d) of the California Constitution (Proposition 218) or provide a legal opinion explaining why those procedures are not applicable. Such certification shall be substantially in the form of **Attachment 10** to this Agreement.

4. By entering into this Agreement, Supplier waives any and all rights it may have to receive any alternative source(s) of State funding for construction of the Project, including but not limited to Proposition 50 or Proposition 84 funding; and Supplier agrees to execute any and all documents State may require to effectuate the amendment, withdrawal or cancellation of any offer(s) or contingent offer(s) for such alternative funding. Notwithstanding the provisions of this Article C-2(4), Supplier may accept State funding of Project or Project related costs not funded under the terms of this Agreement.

5. **Supplier** is responsible for the implementation of practices equal to the urban water conservation "best management practices" of the California Urban Water Conservation Council.
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 **Tehachapi** District Office.
7. The Supplier shall notify CDPH's **Tehachapi** District Office when the Project construction is fifty percent (50%) complete.
8. 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 **Tehachapi** District Office.
9. 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.
10. 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 Supplier.
11. Any water discharges or liquid waste generated by the Supplier 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 (WDRs) as outlined in http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf and pursuant to CCR, Title 27, Section 20080 and 20090.
12. The Supplier shall implement the Best Available Control Measures (BACM) to control fugitive PM10 emissions as adopted by the San Joaquin Valley Unified Air Pollution Control District (Regulation VIII).

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Pond Union Elementary School District

cc: Jesse Dhaliwal, District Engineer
Richard Haberman, Regional Engineer
Addie Aguirre
Anne Novak
Karen Hilliard
Lance Salisbury
Dat Tran
Noel Gordon