

STATE WATER RESOURCES CONTROL BOARD  
 CALIFORNIA WATER AND WASTEWATER ARREARAGES PAYMENT PROGRAM  
**CONDITIONS OF PAYMENT**

<b>Water System Name:*</b>	
<b>Water System Address:*</b>	
<b>PWSID#(s):*</b>	
<p>*if the aggregated application method is used, provide the name of the responsible legal entity, the mailing address of the responsible legal entity, and the PWSID of each Community Water System included in the aggregated application. If additional room is needed an attached sheet may be included.</p> <p><input type="checkbox"/> <b>Please check this box if attaching an additional sheet.</b></p>	

By submission hereof, and as a condition of payment hereunder, the Community Water System(s) identified above warrants and agrees that:

1. The Community Water System has complied with, and will comply with, all applicable requirements which are a condition of payment from the California Water and Wastewater Arrearage Payment Program (Program) pursuant to chapter 4.7 (commencing with section 116773) of part 12 of division 104 of the Health and Safety Code and the State Water Resources Control Board's (State Water Board) Program Guidelines.
2. The Community Water System's Program Application and all supporting documents thereof are true and accurate.
3. The Community Water System certifies that the amount requested on the Community Water System's Disbursement Request are eligible for payment pursuant to chapter 4.7 (commencing with section 116773) of part 12 of division 104 of the Health and Safety Code and the Program Guidelines.
4. The Community Water System will allocate the payment received as bill credits within 60 days of receipt in accordance with the Program Guidelines and will return any moneys not credited to the State Water Board within six months of receipt.
5. The Community Water System must comply with all documentation and reporting requirements set forth in the Program Guidelines. The Community Water System will further provide any additional documentation, reports, data, information, or certifications that the State Water Board requests within 15 days of the State Water Board's request, unless the State Water Board grants the Community Water System additional time to respond.
6. The State Water Board or any authorized representative thereof may, any time during the retention period specified in the Program Guidelines, commence an audit of any payment from the State Water Board, and the Community Water System will make available all necessary books and records therefore,

including, but not limited to, the records specified in the Program Guidelines. The Community Water System agrees to reimburse the State Water Board for any payment disallowed as a result of such audit immediately upon receipt of a copy of such audit.

7. The Community Water System will indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims, losses, and liability arising out of or connected with any payment to the Community Water System pursuant to the Program, including, but not limited to, the reasonable cost of any attorney fees and any associated court and trial costs.
8. The Community Water System understands that fraud, waste, and the abuse of public funds are prohibited by law. The Community Water System warrants that it and its agents and consultants shall not engage in fraud, waste, or the abuse of State Water Board moneys, and will cooperate in any investigation of such activities that are suspected in connection with the payment. The Community Water System understands that discovery of any evidence of fraud, false claims, misrepresentation, forgery, theft, or any other misuse of public funds related to the disbursement request, or other supporting documentation, including, but not limited to, multiple billings for water system customer accounts in arrearages, may result in repayment of State Water Board moneys, and referral to the Attorney General's Office for appropriate action.

9. CERTIFICATION

**NOTE: All individuals signing this Certification on behalf of the Community Water System represent and warrant that they are authorized to do so as the entity's authorized representative or designee.**

***PLEASE READ CAREFULLY BEFORE SIGNING:***

***"I (we) certify (or declare) under penalty of perjury that I (we) have read and agree with the Conditions of Payment listed above."***

Name:	
Title:	
Signature:	
Date:	