

STATE WATER RESOURCES CONTROL BOARD
 CALIFORNIA WATER AND WASTEWATER ARREARAGES PAYMENT PROGRAM:
 WASTEWATER ARREARAGES PROGRAM

CONDITIONS OF PAYMENT

Applicant Name:*	
Legal Entity Name:	
Applicant Entity Type (select one):	<input type="checkbox"/> Wastewater Treatment Provider <input type="checkbox"/> Wastewater Billing Entity
*if the aggregated application method is used, list "Multiple Providers" in the Applicant Name field. [] Please check this box if attaching an additional sheet.	

By submission hereof, and as a condition of payment hereunder, the Wastewater Treatment Provider or Wastewater Billing Entity identified above as the applicant warrants and agrees that:

1. The Wastewater Treatment Provider or Wastewater Billing Entity has complied with, and will comply with, all applicable requirements which are a condition of payment of wastewater arrearages 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 Wastewater Treatment Provider or Wastewater Billing Entity's Program Application and all supporting documents thereof are true and accurate.
3. The Wastewater Treatment Provider or Wastewater Billing Entity certifies that the amount requested on the Wastewater Arrearages Disbursement Request is 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 Wastewater Treatment Provider or Wastewater Billing Entity 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 Wastewater Treatment Provider or Wastewater Billing Entity must comply with all documentation and reporting requirements set forth in the Program Guidelines. The Wastewater Treatment Provider or Wastewater Billing Entity 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 Wastewater Treatment Provider or Wastewater Billing Entity 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 Wastewater Treatment Provider or Wastewater Billing Entity will make available all necessary books and records, including, but not limited to, the records specified in the Program Guidelines. The Wastewater Treatment Provider 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 Wastewater Treatment Provider 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 Wastewater Treatment Provider or Wastewater Billing Entity 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 Wastewater Treatment Provider or Wastewater Billing Entity understands that fraud, waste, and the abuse of public funds are prohibited by law. The Wastewater Treatment Provider or Wastewater Billing Entity 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 Wastewater Treatment Provider or Wastewater Billing Entity 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 Wastewater Treatment Provider or Wastewater Billing Entity represent and warrant that they are authorized to do so as the applicant'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:	