

CREEKSIDE NEIGHBOR REBATE PROGRAM STANDARD TERMS AND CONDITIONS

1. Eligibility

Applicant must be the legal property owner or have written authorization from all property owners involved.

Projects must meet the public benefit criteria as outlined in the eligibility questionnaire set forth in the application and fall within one of the following categories:

- Bank Stabilization
- Sediment Removal
- Downed Tree/Dislodged Blockage Removal
- Outfall Repair

All projects must be located within Santa Clara County, California.

2. Public Benefit Requirements

Bank Stabilization Projects must:

- Be located on streams listed on the 303(d) list for sediment impairment, protect or restore public infrastructure, or improve stream ecosystem health; and
- Be evaluated by a qualified professional specializing in stream restoration confirming that the project:
 - (a) Improves or maintains overall stream stability and corrects causes of erosion originating outside the stream;
 - (b) Does not increase flood or erosion potential upstream or downstream; and
 - (c) Utilizes bioengineered restoration methods (no hardscape) or is designed consistent with Valley Water's Water Resources Protection Manual.

Sediment Removal Projects must:

- Occur where outfall or culvert blockages are due to sediment levels, or on streams listed as impaired on the 303(d) list for sediment; and
- Be evaluated by a qualified professional specializing in stream restoration confirming that the project:
 - (a) Improves or maintains overall stream stability;
 - (b) Avoids removing in-stream gravel;
 - (c) Avoids disturbing the creek bed, particularly spawning gravel; and
 - (d) Improves flood water or storm drainage conveyance.

Downed Tree/Dislodged Blockage Removal Projects must:

- Be located in creeks with less than 100-year flood capacity per FEMA or Valley Water mapping or involve significant blockages that cannot be modified to alleviate flood hazard; and
- Be evaluated by a qualified engineer and/or biologist confirming that the project :
 - (a) Is beneficial for flood protection; and
 - (b) Will mitigate impact to biological and riparian habitat.

Outfall Repair Projects must:

- Address outfalls that are causing erosion, or where bank protection or pipe is missing or failing;
- Be limited to originally permitted outfalls; and

- Be designed consistent with Valley Water's Water Resources Protection Manual.

3. Funding Limits

Maximum rebate amounts:

- Bank Stabilization: Up to \$150,000
- Sediment Removal: Up to \$50,000
- Downed Tree/Dislodged Blockage Removal: Up to \$10,000
- Outfall Repair: Up to \$50,000

Projects in designated SB 535 Disadvantaged Communities are eligible for a rebate increase of 25% above the maximum per project type.

4. Eligible Expenses

Only actual construction costs and required regulatory permit fees are eligible.

Ineligible costs include but are not limited to:

- Design or engineering services
- Maintenance activities
- Landscaping unrelated to stream restoration

5. Pre-Approval Requirements

Applicants must submit the following prior to beginning work:

- Completed application and project questionnaire
- Photo documentation of existing conditions
- Written approval from all property owners
- Required environmental documentation (e.g., CEQA clearance)
- Valley Water pre-project field inspection approval

Note: Work completed before formal Notice to Proceed is not eligible for reimbursement.

6. Post-Completion Requirements

After project completion, applicants must submit:

- Post-project photo documentation
- Copies of all necessary permits
- Stamped "As-Builts" (for bank stabilization and sediment removal projects)
- Signed approvals from agencies and property owners
- Invoices for all construction and permitting costs
- Completed W-9 form
- Floodplain development permit for SFHAs (if applicable)
- Valley Water post-project field inspection and approval

7. Permitting and Compliance

Applicants are responsible for securing all necessary permits (e.g., City/County, CDFW, Regional Board, Army Corps, Valley Water).

Projects must comply with all applicable laws and regulations.



8. Program Discretion

Valley Water reserves the right to:

- Determine project eligibility
- Modify or deny funding based on budget or project scope changes
- Require compliance with original application conditions

Issuance of Notice to Proceed does not guarantee rebate approval.

9. Audit and Inspection Rights

Valley Water may inspect the site during or after construction to verify compliance.

Applicants must retain all project records for at least three (3) years after receiving rebate funds.

10. Tax notice

For residential customers applying for rebates that, individually or in combination total \$600 or more in a tax year, Valley Water requires the submittal of a W-9 form from the person receiving the payment prior to payment. All personal information provided within the W-9 will be kept confidential in accordance with the Consumer Privacy Act and other applicable state and federal laws. If the total rebate amount is \$600 or more in a single calendar year, a 1099 form in accordance with Internal Revenue Service requirements will be issued. Most residential rebates are excluded from gross income by state law and are not subject to state income tax, but these rebates may be taxable income under federal law. The determination of whether the rebate may be subject to tax is dependent on several variables, and contacting a tax professional for further information is recommended.

11. Indemnification

I, the undersigned, understand that this is a limited, first-come/first-served program and that Valley Water retains sole discretion in the selection process and may reject any Application for any reason without providing justification. I have voluntarily determined to participate in Valley Water's Creekside Neighbor Rebate Program. I have independently selected materials, supplies and labor for the purpose of performing the work. I agree that all work performed will comply with applicable federal, state, and local law, ordinances and regulations. I agree that Valley Water may visit the premises and verify existing conditions and verify that the work has been performed. I understand that, during these inspections, Valley Water makes no determination with respect to whether materials and equipment are free of defects, the quality of the workmanship, or the suitability of the premises or the materials or equipment used for the work. If this Application is approved by Valley Water and the work proceeds, I agree to defend, indemnify and hold harmless Valley Water, (including its directors, officers, agents, contractors, subcontractors and/or consultants and employees against any and all loss, liability, expense, fees, costs, claims, suits and damages, including attorneys' fees, arising out of or relating to the this agreement. The undersigned agrees to waive any and all claims that they have or may have in the future against Valley Water (including its officers, directors, and employees) and its contractor(s), subcontractors, and/or consultant(s), and to release them from any and all liability for any loss, damage, expense, or injury that participant may suffer due to any cause whatsoever related to this agreement including entry onto the Property by Valley Water and/or its contractor(s), subcontractor(s), or consultant(s).

Signature: _____

Date: _____

By signing, the applicant certifies they have read and understand all Terms and Conditions. Non-compliance may result in denial of rebate.