

# TERMS & CONDITIONS FOR FUNDING ASSISTANCE

## The funding assistance for this project is subject to the following Terms and Conditions:

1. All projects must receive approval from the Niagara Peninsula Conservation Authority (NPCA) before they are started. Work which proceeds prior to receiving NPCA approval may not qualify for funding assistance.
2. The applicant is required to submit a completed application form and at least two (2) quotes for the proposed work.
3. Work must be completed according to the approved plans and specifications and to the satisfaction of the NPCA in order to receive grant assistance.
4. Work must be completed by a water well contractor licensed by the Ministry of Environment Conservation and Parks (MECP) as set out in Ontario Regulation 903. A copy of the well contractor's license must be provided to NPCA. The proposed project must comply with Ontario MECP procedures for plugging or abandoning water wells according to Ontario Regulation 903. A copy of the completed water well decommissioning record must be submitted to the NPCA.
5. The landowner is responsible for all payments to all contractor(s). The NPCA will not be responsible for any payments to contractors hired by the owner. The NPCA will issue a reimbursement cheque directly to the landowner upon completion of the work. The landowner must submit copies of receipts, invoices marked "Paid in Full" and/or copies of cancelled cheques, both front and back. Invoices and receipts must provide a detailed inventory of labour hours, quantities of materials purchased and all other costs associated with the approved works.
6. This application for funding assistance is not an application for a permit. The work must meet the requirements of all applicable provincial and municipal laws and by-laws.
7. Projects will be completed to the satisfaction of the NPCA within a defined and agreed time period as outlined in the approved project plan. The owner will not alter, interfere with or otherwise modify the project without prior written consent of the NPCA and other agencies involved.
8. NPCA shall have access to the site where any part of the work is being carried out at all reasonable times during construction and after construction for the purpose of conducting project assessment.

## Landowner Project Agreement:

This agreement is to acknowledge that I, the undersigned landowner, understand and agree to the above listed Terms & Conditions. To the best of my knowledge the information contained in this form, which relates to the project and property, is true and accurate. I indemnify and save harmless the Niagara Peninsula Conservation Authority, its officers, staff and agents from and against all actions, claims, loss, damage and liability connected with the said works or the provision or preservation thereof as contemplated herein, arising directly out of the adequacy, sufficiency, design, construction, installation, erection, excavation, use, maintenance, improvement, alteration, inspection, replacement, repair, destruction, removal, failure and obligation of the said works.

I hereby declare that I have read, understood, and agree with the above Terms & Conditions.

Landowner Name (please print): \_\_\_\_\_

Landowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Niagara Peninsula Conservation Authority collects and uses your personal information pursuant to Section 29(2) of the Municipal Freedom of Information Act 1991, and under the legal authority of the Conservation Authorities Act R.S.O. 1990 as amended. Questions regarding the policy or its administration should be directed to: Niagara Peninsula Conservation Authority; 250 Thorold Rd. W., 3rd Floor, Welland, ON L3C 3W2, Attn: Privacy Officer.



3350 Merrittville Highway, Unit 9  
Thorold, ON, L2V 4Y6  
Phone: 905-788-3135 Fax: 905-788-1121  
eaugustino@npca.ca  
[www.npca.ca](http://www.npca.ca)