

CEMETERY FUNDING POLICY

Subject: Funding of Cemeteries

Ref: Community Services

Code: 56

Date Approved: 27 March 2018

Motion No: 138/27/03/18

Replaces: 093/27/02/18;
458/10/10/17

The County of Northern Lights Council aims to provide for a fair and uniform response to requests for funding from various groups and organizations for improvements to Cemeteries located within the County boundaries.

Chief Elected Official

Chief Administrative Officer

Cemetery Grant Funding Policy

Policy Purpose:

The County of Northern Lights Council recognizes that there are numerous Cemeteries located within the County that require ongoing care and maintenance. Typically, these Cemeteries are maintained by residents, the town of Manning, or not for profit groups.

The purpose of this policy is to establish guidelines and procedures for the distribution of operational funding and the proper handling of requests for support from cemeteries.

Policy Scope:

This policy applies to all cemetery funding and is the responsibility of the Department of Economic Development & Community Services.

Policy Objectives:

1. To ensure all requests for support are treated equally and fairly through the implementation of standardized and transparent application, evaluation, and approval processes.

Policy Statement:

Council will provide funds in the annual budget for the purpose of assisting with the maintenance or upgrading of active licenced public cemeteries and burial sites within the County of Northern Lights.

1. General Policy Guidelines

- a. The County will annually make grant funding available to be distributed as a cemetery funding grant.
- b. Applications for cemetery grant funding will be accepted once per year in June. The application process will be publicly advertised for a minimum of one month prior to the closing date for applications.
- c. This grant may be used for general operational expenses such as grass cutting and general maintenance, and for the purchase of capital items, repair, maintenance or enhancement of the cemetery.
- d. Grant funding may be requested up to a total of \$1,000 per cemetery, annually.
- e. **Eligible applicants should have status under the Societies Act or the Cemeteries Act.** Those applicants that do not have status shall indicate so on the attached application form.

- f. Costs incurred prior to grant approval will not be considered eligible costs.
- g. Council reserves the right to decline a grant application if the application does not fall within the guidelines.
- h. Applications will be made by way of the Cemetery Grant Funding Application form, attached as **Schedule A** and forming part of this policy.
- i. A completed application package should contain, but is not limited to:
 - i. Completed Cemetery Grant Funding Application Form (**Schedule A**)
 - ii. A list of officers/directors
 - iii. Copy of Final Certificate of Approval (first year only)
- j. Submitted applications will be evaluated by the Manager of Economic Development and Community Services to ensure eligibility. Eligible applications and a recommendation will be forwarded to Council for a decision as to whether support will be approved or denied.
- k. Once approved cemeteries sign a statement of understanding prior to receiving grant funding from the County of Northern Lights. (**Schedule B**)
- l. A follow-up report, that details the accomplishments and includes an accounting of revenues and expenditures, shall be submitted to the County by March 30th of the following year.
Schedule C

SCHEDULE "A"



CEMETERY GRANT Application Form

(Please print or type all responses)

FILE: 56 - ____ - ____

Cemetery Name: _____

Cemetery Legal Land Owner: _____

Legal Land Description of Cemetery: _____

Primary Contact: _____ Position: _____

Mailing Address: _____ Postal Code: _____

Phone (780) _____ Email Address _____

(cheque will be forwarded to the above address unless otherwise indicated)

Societies Act / Cemeteries Act: _____

Incorporation Number: _____

Is the cemetery currently Active* Inactive (*new internments are accepted)

1. Is your cemetery providing burial plots to residents in the County of Northern Lights? _____
2. If yes, how many burials have been done in the past year? _____
3. Amount request (maximum of \$1,000): _____
4. Provide a brief description of how grant funding will be utilized:

Supporting Documentation:

- Copy of Certificate of Approval to operate cemetery
- List of officers/directors

[please check applicable boxes and enclose copies of documentation.]

I/We understand that:

- (a) The grant shall be used only for those purposes as outlined in the County of Northern Lights Cemetery Funding Policy.

- (b) Grant funds not expended for the purposes for which they were provided shall be returned to the County's Municipal Treasurer.
- (c) Declaration of Financial Contact - The person responsible for finances on the proposed project must complete the following declaration:

I, _____, _____
(PRINT NAME) (OFFICIAL POSITION)

certify that the information provided on this application is accurate. I do solemnly declare to take full responsibility for receiving and facilitating disbursement of all monies received from the County, in response to this application, of which this statement forms a part.

Declared this day/month/year _____ at _____, in the Province of Alberta.

Signed: _____ Witnessed: _____

Please return form to: County of Northern Lights
Economic Development & Community Services
PO Box 10
Manning AB T0H 2M0
Phone 780-836-3348 / Fax 780-836-3663

The personal information on this form is being collected for the sole purpose of determining the eligibility of an applicant to receive cemetery funding from the County of Northern Lights. This information is collected and protected in compliance under the authority of Section 33 (c) of the Freedom of Information and Protection of Privacy Act and may become public information once it is submitted to the Municipal Council and may be published in a Council meeting agenda package. Questions regarding the collection of this information can be directed to Teresa Tupper, FOIP Coordinator at the County of Northern Lights office at 780.836.3348 or 1.888.525.3481.

SCHEDULE B
STATEMENT OF UNDERSTANDING

Incorporated (Legal) name of Applicant Organization (“Organization”)

The Organization declares that:

- a) The information contained in its application and supporting documents (“Application”) is true and accurate and endorsed by the Organization.

The Organization understands and agrees that should this Application be approved, any grant funding awarded is subject to the Organization complying with the terms and conditions of this Statement of Understanding. The Organization agrees to the following terms and conditions:

1. The program guidelines (“Guidelines”) and Application form part of this Agreement and the Organization agrees to be bound by the requirements set out in them.
2. The Organization will use all grant funding awarded (“Grant”) for the stated purpose(s) (“Purpose”) within its Application.
3. The Organization must comply with all applicable laws.
4. Following receipt of the Grant, the Organization agrees to be bound by the final report requirements set out in the cemetery policy and in the Application form.
5. This Agreement commences the date of the application and binds both parties upon deposit of the Grant until the date of the Grant reporting has been approved by the County or Grant has been repaid.
6. Any part of the Grant not spent as set out in the Guidelines or upon termination the Agreement must be repaid to the County of Northern Lights. The Grant may be terminated upon:
 - a. mutual consent;
 - b. 30 days written notice by either party;
 - c. demand by the County for immediate repayment in the event of a breach or any term or condition; or
 - d. if the Organization becomes insolvent.
7. The Organization acknowledges that it will be liable for the full amount of the Grant and will be bound to the terms of this Agreement, even if the Organization has paid all or part of the Grant to a third party who has spent the money.
8. The Organization agrees to give the County access to examine the Organization’s operation and/or premises to verify the Grant has been used for the Purpose and will provide access to all financial statements and records having any connection with the Grant or the Purpose during the Term of this Agreement and for seven (7) years after the termination of the Agreement.
9. The Organization acknowledges that the Freedom of Information and Protection of Privacy Act (FOIP) applies to records submitted by the Organization to the County in relation to the grant application, including the Application and this Agreement. These records may be disclosed in response to an access to information request under the FOIP Act, subject to any applicable expectations to disclosure under this Act.
10. The Organization agrees to indemnify and hold harmless the County of Northern Lights, including employees and agents from any and all claims, demands, actions, and costs (including legal costs on a solicitor-client basis) for which the Organization is legally responsible, including those arising out of

negligence or willful acts by the Organization or its employees or agents. Such indemnification shall survive the termination of this Agreement.

11. The Organization agrees that the grant funding will be used as outlined in the application form and will be completed by the end of the year in which the grant was received, and understands that any extension up to a maximum of three (3) months of the completion deadline must be requested in writing and approved by the County of Northern Lights.
12. The Organization agrees to give the County of Northern Lights a follow-up report, detailing the accomplishment and inclusion of an accounting of revenues and expenditures, within 60 days after project completion.
13. This Agreement shall be governed and interpreted in accordance with the laws in force in the Province of Alberta.
14. This Agreement is not intended to and does not make either part the agent or partner or the other for any purpose or create a joint venture.
15. This Agreement may not be assigned by the Organization.
16. The Organization will recognize the source of the Grant as required by the Guidelines.

The Organization represents and warrants that the person signing is duly authorized to make the Application and is legally sufficient to bind the Organization to the Agreement.

Signature of Authorized Representative

Date

Name of Authorized Representative (print)

Title

Email

Daytime Phone

