



City of Regina

Memo

June 22, 2015

To: Ken Poure
Manager, Cemeteries, Golf & Landscape Trades

Re: **10 Year Operating Fee Agreement – Community Crematorium Services Limited
Addendum No. 1**
Our File No.: 0240 CON 801

Please find enclosed two executed copies of above referenced Addendum between City of Regina and Community Crematorium Services Limited.

Please forward one executed copy of the Addendum to the above organization and retain one copy for your files.

Yours truly,

A handwritten signature in black ink, appearing to read 'Chrystal Atchison'.

Chrystal Atchison
Legal Counsel
Office of the City Solicitor
/dn

ADDENDUM NO. 1

This is the first Addendum to the Agreement between the City of Regina (the "City") and Community Crematorium Services Limited ("CCSL") regarding the operation and maintenance of the Crematorium, dated December 14, 2004 (the "Agreement").

Whereas the Agreement provided for renegotiation of the Annual Percentage Fee, Annual Base Fee and Maximum Crematorium and Service Fees (the "Fees") after each ten year period; and

Whereas the Agreement has been in effect for ten years and the parties have renegotiated the Fees.

The City and CCSL agree as follows:

1. The following provisions replace sections 6, 7 and 8 of the Agreement, effective January 1, 2015 and continue until such time as alternate provisions are negotiated.
2. CCSL shall pay to the City:
 - (1) an annual percentage fee equal to:
 - (a) 6% of the annual gross revenue collected by CCSL from cremation fees, plus applicable GST, for each of years 2015 to 2019 inclusive; and
 - (b) 6.5% of the annual gross revenue collected by CCSL from cremation fees, plus applicable GST, for each of the years 2020 to 2024 inclusive;("the Annual Percentage Fee"), to be paid as follows:
 - (c) CCSL shall deliver to the City on or before July 30th and January 30th of each year during the period January 1, 2015 to December 31, 2024, and on January 30, 2025 a semi-annual statement signed and verified by CCSL, showing in reasonable detail and in such form as the City may reasonably require, the gross revenue collected for the applicable period:
 - (i) in the case of the first such statement, for the period from January 1, 2015 to June 30, 2015; and
 - (ii) in the case of each subsequent such statement, for the immediately preceding semi-annual period to and including the period July 1, 2024 to December 31, 2024; and
 - (d) The Annual Percentage Fee shall be payable on delivery of the statements referred to in clause 2(1)(c).
 - (2) on or before July 30 of each year during the period January 1, 2015 to December 31, 2024, an annual base fee of:

- (a) \$4,465.00 for 2015
- (b) \$4,577.00 for 2016
- (c) \$4,692.00 for 2017
- (d) \$4,810.00 for 2018
- (e) \$4,931.00 for 2019
- (f) \$5,055.00 for 2020
- (g) \$5,182.00 for 2021
- (h) \$5,312.00 for 2022
- (i) \$5,445.00 for 2023
- (j) \$5,582.00 for 2024

plus applicable GST ("the Annual Base Fee").

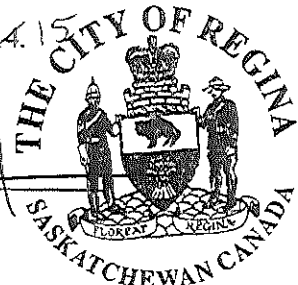
- 3. In addition to the payments provided for in section 2, CCSL shall remit all applicable payments for taxes, licences and permits in respect of its business operations to the appropriate authorities in accordance with applicable laws and/or bylaws.
- 4. The attached Schedule "B" shall replace Schedule "B" in the Agreement, effective January 1, 2015.
- 5. In all respects the terms and conditions of the Agreement continue to apply.

This Addendum executed by The City of Regina on June 15, 2014.

(seal)

THE CITY OF REGINA

City Clerk



This Addendum executed by Community Crematorium Services Limited on

JUNE 5, 2014.

(seal)

signature

Title: Director

Name: JEFF CHRISTIANSEN

If Seal is not affixed, the attached affidavit of corporate signing authority must be completed.

Schedule "B"

Year	Maximum Cremation Fee*	Maximum Same Day Service*	Maximum Weekend or Statutory Holiday Service*	Maximum Direct Cremation Fee*
2015	\$704	\$141	\$226	\$198
2016	\$729	\$146	\$234	\$204
2017	\$755	\$151	\$242	\$212
2018	\$782	\$157	\$251	\$219
2019	\$810	\$162	\$260	\$227
2020	\$839	\$168	\$269	\$235
2021	\$869	\$174	\$279	\$244
2022	\$900	\$180	\$288	\$252
2023	\$932	\$187	\$299	\$261
2024	\$965	\$193	\$309	\$271

*The figures listed above represent the maximum charge approved for each service.

Complete only if corporate seal is not affixed.

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY	
CANADA SASKATCHEWAN	
I, <u>JEFF CHRISTIANSEN</u>	of Regina, Saskatchewan,
<small>Print Full Name of Signing Authority</small>	
MAKE OATH/AFFIRM AS FOLLOWS:	
1. I am a Director or Officer of Community Crematorium Services Limited ("the Corporation") named in the Agreement to which this Affidavit is attached.	
2. I am authorized by the Corporation to execute the Agreement without affixing the Corporate Seal of the Corporation.	
Sworn/Affirmed before me at Regina, Saskatchewan	
on	_____
<u>JUNE</u>	<u>5</u> 2014
<small>Month</small>	<small>Date</small>
<u>Krista Christensen</u>	<u>Jeff Christensen</u>
A Commissioner for Oaths or a Notary Public for the Province of Saskatchewan.	Signature of Signing Authority
Being a lawyer —or—	
My appointment expires: <u>Sept 30/17</u>	

