

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL HELD ON  
MONDAY, OCTOBER 29, 2018, AT 5801 CAVENDISH BOULEVARD,  
CÔTE SAINT-LUC, AT 7:00 P.M.**

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PRESENT:

Mayor Mitchell Brownstein, B. Comm., B.C.L., L.L.B. presiding  
Councillor Dida Berku, B.C.L.  
Councillor Mike Cohen, B.A.  
Councillor Steven Erdelyi, B.Sc., B.Ed.  
Councillor Ruth Kovac, B.A. (Presided over resolution 181035 in  
Mayor Brownstein's absence)  
Councillor Mitch Kujavsky  
Councillor David Tordjman, ing.

ALSO PRESENT:

M<sup>e</sup> Jonathan Shecter, Co-City Manager and City Clerk, acted as  
Secretary of the meeting

181035

**MOTION TO ADJOURN THE MEETING**

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It was

MOVED BY COUNCILLOR MIKE COHEN  
SECONDED BY COUNCILLOR DAVID TORDJMAN

AND RESOLVED:

“THAT Council hereby authorizes the Acting Mayor, Councillor Ruth Kovac  
to declare the Meeting adjourned.”

CARRIED BY THE MAJORITY OF VOTES WITH COUNCILLOR MITCH  
KUJAVSKY DISSENTING

**AT 7:00 PM, ACTING MAYOR. COUNCILLOR RUTH KOVAC DECLARED THE  
MEETING ADJOURNED UNTIL TONIGHT AT 9:00 PM**

**THE MEETING RE-OPENED AT 9:10 PM. MAYOR BROWNSTEIN JOINED THE  
MEETING AND PRESIDED OVER IT.**

**QUESTION PERIOD**

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The question period started at 9:10 p.m. and finished at approximately 10:15 p.m.  
Six (6) people asked to speak and they were heard.

1) M<sup>e</sup> Ian Copnick

The resident inquired as to how the consultation process will occur going forward  
in the concerned and contiguous zones who will not be authorized to have  
temporary car shelters, to which Mayor Brownstein responded that the City is  
currently looking at different possible logistics. The resident then inquired whether

there would be a referendum process in those zones to which Mayor Brownstein responded that the City will examine all of the alternatives.

2) Lorne Mayers

The resident went on record as stating that had he not been informed of the proposed legislative change concerning the authorisation to have temporary car shelters. He then stated that had he not been advised by a concerned citizen, he would not have known that there was a contestation process. The resident then stated that the process was flawed and that the change to allow temporary car shelters was *awful* and that it would hurt his property values. The resident then called upon Council to revisit its position. The resident then declared the temporary car shelters were dangerous in that it is hard to see for a motorist backing out of a tempo. The resident then called upon the City to have a more transparent and involved process related to temporary car shelters.

3) Lisa Korman

The resident inquired as to why the City would only be surveying the concerned and contiguous zones who validly opposed the by-law or were not included in it, to which Mayor Brownstein stated that those in the concerned zones have already spoken (both for themselves and for their contiguous zones).

4) Irving Itman

The resident went on record as stating that the (zoning amendment) process authorizing temporary car shelters was indeed properly advertised. The resident then inquired as to whether the purpose of this meeting is for Council to vote on the zoning amendment to which Mayor Brownstein responded in the affirmative. The resident then inquired as to why there needed to be an annual fee for temporary car shelters as he commented there should be a one-time fee only. The resident then went on record as stating that he supports temporary car shelters and that that he cannot understand why anyone would oppose them as for him, opposing them is useless considering those zones who do not form part of the by-law may still obtain one if they have a medical exception.

5) Arnold Cohen

The resident stated that people have already spoken the reasons he opines temporary car shelters should be authorized and then inquired as to when the consultation process would occur for the concerned zones and the contiguous zones that do not form part of the by-law to which Mayor Brownstein responded within the next four months.

6) Sam Abrams

The resident inquired as to why the process could not be simplified (to legislate by electoral district versus by zone) to which Mayor Brownstein and Jonathan Shecter both responded the provincial law precludes the City from doing so.

181036

**URBAN DEVELOPMENT – EXERCISE OF RIGHT OF LAST REFUSAL FOR  
THE PURCHASE OF A VACANT LOT ON MARC CHAGALL, CORNER  
KILDARE (LOT #5364724)**

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WHEREAS by resolution 151231 the City of Côte Saint-Luc (“City”) sold the vacant lot situated on Marc Chagall Avenue, corner Kildare Road, cadastrated as Lot #5364724 in the cadastral registry of Quebec to ROYAL RÉAL-TIES

INVESTMENTS QUÉBEC INC (“Purchaser”) for a total price of \$326,000.00, plus applicable taxes, effective November 18, 2016;

WHEREAS the Purchaser undertook to fully develop the property for a commercial exploitation in accordance with the Table of Uses and other zoning requirements associated with the property within three years of the purchase date pursuant to Section 4.7, paragraph 1 of the Offer to Purchase, which in an integral part of the Deed of Sale, and has failed to do so;

WHEREAS the Purchaser presented an Offer to Purchase from the third party 8001138 Canada Inc., represented by Gary Azimov, to the City on October 16, 2018 for Lot # 5364724;

WHEREAS pursuant to Section 4.7, paragraph 3 of the Offer to Purchase, the City has the right to buy back the property by matching a good-faith offer made by a third-party within two weeks;

WHEREAS the Côte Saint-Luc City Council (“Council”) desires to exercise its right of last refusal and chooses not to match the Offer to Purchase made by a third party in order to acquire Lot # 5364724;

It was

MOVED BY COUNCILLOR DAVID TORDJMAN  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the Council hereby exercises its right of last refusal and chooses not to match the Offer to Purchase made by a third party in order to acquire Lot # 5364724, situated on Marc Chagall Avenue, corner Kildare Road.”  
CARRIED UNANIMOUSLY

181037

**RESOLUTION TO ADOPT ZONING BY-LAW NO. 2217-57 TO BE ENTITLED:  
“BY-LAW 2217-57 TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY  
OF CÔTE SAINT-LUC IN ORDER TO AUTHORIZE THE INSTALLATION OF  
TEMPORARY CAR SHELTERS IN ZONES RU AND RB IN RESPECT OF  
WHICH NO VALID APPLICATION HAS BEEN RECEIVED FOR THE  
APPROVAL OF THE QUALIFIED VOTERS**

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WHEREAS the second draft by-law n° 2217-57 was adopted by the Côte Saint-Luc City Council (“Council”) on September 4, 2018;

WHEREAS after public notice was given, valid applications have been received for the by-law to be submitted for the approval of the qualified voters in some zones;

WHEREAS in conformity with the *Act respecting Land Use and Development*, Council may adopt a by-law containing the provisions of the second draft by-law in respect of which no valid application has been received;

It was

MOVED BY COUNCILLOR MIKE COHEN  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT Council hereby adopts By-Law No. 2217-57 to be entitled: “By-law 2217-57 to amend the Zoning by-law No. 2217 of the City of Côte Saint-Luc in order to authorize the installation of temporary car shelters in zones RU and RB in respect of which no valid application has been received for the approval of the qualified voters”.

CARRIED BY THE MAJORITY OF VOTES WITH COUNCILLORS DIDA BERKU AND RUTH KOVAC BOTH DISSENTING

181038

**RESOLUTION TO ADOPT BY-LAW 2275-2 TO BE ENTITLED: BY-LAW “BY-LAW TO AMEND BY-LAW NO. 2275 ENTITLED “BY-LAW AMENDING: THE CONSOLIDATED CONSTRUCTION BY-LAW NO. 2088, BY-LAW 2217 BEING THE ZONING BY-LAW OF THE CITY OF CÔTE SAINT-LUC BY-LAW 2089 GOVERNING CADASTRAL OPERATIONS, BY-LAW NO. G-18-0005 CONCERNING MINOR EXEMPTIONS THE WHOLE IN ORDER TO MODIFY THE TARIFFS RELATED TO MINOR EXEMPTION REQUESTS, CADASTRAL OPERATION REQUESTS, PERMIT AND CERTIFICATE REQUESTS AS WELL AS TO INSTITUTE OTHER NEW TARIFFS CONCERNING OTHER URBAN PLANNING BY-LAWS OF THE CITY OF CÔTE SAINT-LUC”, IN ORDER TO MODIFY THE FEES RELATED TO TEMPORARY CAR SHELTERS”**

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It was

MOVED BY COUNCILLOR DAVID TORDJMAN  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the Côte Saint Luc City Council (“Council”) hereby adopts By-Law 2275-2 to be entitled: “By-law to amend By-Law no. 2275 entitled “By-Law amending: the consolidated construction By-law No. 2088, By-law 2217 being the Zoning By-law of the City of Côte Saint-Luc By-law 2089 governing cadastral operations, By-law No. G-18-0005 concerning minor exemptions the whole in order to modify the tariffs related to minor exemption requests, cadastral operation requests, permit and certificate requests as well as to institute other new tariffs concerning other Urban Planning by-laws of the City of Côte Saint-Luc”, in order to modify the fees related to temporary car shelters”;

THAT, the by-law be promulgated according to law.”  
CARRIED UNANIMOUSLY

181039

**GENERAL MANAGEMENT – INTER-MUNICIPAL AGREEMENT REGARDING THE OPENING HOURS OF THE JOE RAIE NATURE PATH AND DOG RUN LOCATED IN THE CITY OF CÔTE SAINT-LUC (K-40-18)**

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WHEREAS the City of Côte Saint-Luc (“City”) owns and operates the Joe Raie Nature Path and Dog Run located on Côte Saint-Luc Road, on lot no 1 052 933 (“CSL Dog Park”);

WHEREAS the presence of dogs in the CSL Dog Park outside the opening hours of the latter created many complaints from the Town of Montreal West (“Montreal West”) residents from the area;

WHEREAS both the City and Montreal West believe in the importance of mutual respect and collaborative work to develop mitigation measures to improve the quality of life for all residents in the CSL Dog park area;

WHEREAS Montreal West has volunteered to assist the City in creating and implementing said mitigation measures;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT the Côte Saint-Luc City Council hereby authorizes entering into an agreement regarding the opening hours of the CSL Dog Park;

THAT the terms and conditions of the aforementioned agreement are set out in a document entitled “Inter-Municipal Agreement regarding the opening hours of the Joe Raie Nature Path and Dog Run located in the City of Côte Saint-Luc” (“Agreement”) annexed hereto as Annex A to form an integral part of the Minutes to avail herein as if quoted hereinafter at length;

THAT the term of the Agreement is for a period of one (1) year starting upon signature and shall then automatically renew for successive one (1) year terms;

THAT the Mayor be hereby authorized to sign the Agreement on behalf of the City.”

CARRIED UNANIMOUSLY

181040

**APPROVAL OF THE ADJOURNMENT OF THE MEETING**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR DAVID TORDJMAN

AND RESOLVED:

“THAT Council hereby authorizes the Mayor to declare the Meeting adjourned.”

CARRIED UNANIMOUSLY

**AT 10:27 P.M. MAYOR BROWNSTEIN DECLARED THE MEETING  
ADJOURNED.**

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MITCHELL BROWNSTEIN  
MAYOR

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JONATHAN SHECTER  
CITY CLERK

<b>LIST OF ANNEXES</b>		
<b>Resolution number</b>	<b>Corresponding Annex</b>	<b>Document</b>
181039	Annex A	Agreement

**INTER-MUNICIPAL AGREEMENT REGARDING THE OPENING HOURS OF THE JOE RAIE NATURE PATH AND DOG RUN LOCATED IN THE CITY OF CÔTE SAINT-LUC (“Agreement”)**

**BETWEEN:** **CITY OF CÔTE SAINT LUC**, a municipality organized and existing under the laws of Quebec, and having a place of business at 5801 Cavendish Blvd., Côte Saint-Luc, Quebec

(Hereafter referred to as "Côte Saint-Luc")

**AND:** **TOWN OF MONTREAL WEST**, a municipality organized and existing under the laws of Quebec and having a place of business at 50 Westminster Road South, Montreal West, Quebec

(Hereafter referred to as "Montreal West")

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WHEREAS Côte Saint-Luc owns and operates the Joe Raie Nature Path and Dog Run located on Côte Saint-Luc Road, on lot n° 1 052 933, here after referred to as "CSL Dog Park";

WHEREAS the presence of dogs in the CSL Dog Park outside the opening hours of the latter created many complaints from the Montreal West residents from the area;

WHEREAS both parties believe in the importance of mutual respect and collaborative work to develop mitigation measures to improve the quality of life for all residents in the CSL Dog park area;

WHEREAS Montreal West has volunteered to assist Côte Saint-Luc in creating and implementing said mitigation measures;

WHEREAS both parties agree in principle upon the terms and conditions of this Agreement and will ratify this Agreement by way of adopting respective resolutions.

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NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. Interpretation**

- 1.1. The preamble forms part of the present agreement.
- 1.2. The present agreement constitutes an Intermunicipal Agreement within the meaning of article 468 of the *Cities and Towns Act*, RLRQ, c. C-19.

**2. Opening Hours of the CSL Dog Park**

- 2.1. Côte Saint-Luc agrees to allow access to the CSL Dog Park during the following opening hours:

<b>Day</b>	<b>From</b>	<b>To</b>
Monday	8:00 AM	9:00 PM
Tuesday	8:00 AM	9:00 PM
Wednesday	8:00 AM	9:00 PM
Thursday	8:00 AM	9:00 PM
Friday	8:00 AM	9:00 PM
Saturday	8:00 AM	9:00 PM
Sunday	8:00 AM	9:00 PM

- 2.2. Côte Saint-Luc agrees to take certain measures to ensure that the opening hours of the CSL Dog Park are respected.
- 2.3. Côte Saint-Luc agrees to inform Montreal West of any intention to modify the opening hours specified in section 2.1 with reasonable notice.

### **3. Security Measures – Lock**

- 3.1. Côte Saint-Luc agrees to install a lock on the access door to the CSL Dog Park or any other security mechanism that limits access to the opening hours specified in article 2.1.
- 3.2. Côte Saint-Luc agrees to provide a copy of the key or the means of unlocking any other type of security mechanism installed on the CSL Dog Park access door to Montreal West.
- 3.3. Côte Saint-Luc is responsible for unlocking the access door of the CSL Dog Park every morning at 8:00 AM.
- 3.4. Montreal West is responsible for locking the access door of the CSL Dog Park every night at 9:00 PM.
- 3.5. In the event of justified and unforeseen unavailability of Côte Saint-Luc or Montreal West to unlock or lock the access door to the CSL Dog Park, respectively, the unavailable party must inform the other party immediately. The latter will be responsible for unlocking or locking the door, as appropriate.

### **4. Duration and coming into force**

- 4.1. The initial term of this Agreement shall commence upon the signature by both parties and shall terminate a year after. The Agreement shall then automatically renew for successive one year terms unless terminated by either party pursuant to the terms set out herein.
- 4.2. The present agreement ends at any of the following:
  - a) Adoption of a new agreement which replaces it;
  - b) Thirty (30) days following the transmission of a notice to this effect by one of the parties;
  - c) Definitive closure of the CSL Dog Park.

### **5. Role and Responsibilities of Montreal West**

- 5.1. In no event shall Montreal West be held liable for material or physical damages following the execution of or failure to execute the Agreement, or resulting from or being caused by the use, occupation, management or maintenance of the CSL Dog Park, and Côte Saint-Luc renounces any legal action, including by a third party claim or warranty, to seek the liability of Montreal West, its officers, officials and insurers in the event of any formal notice, request proceedings, judicial or extrajudicial claims, by Côte Saint-Luc or a third party, or indirectly compensatory (including loss of income or profits), punitive or exemplary, within the scope and limitations of this section.
- 5.2. In no event does Montreal West act as the agent, delegate, mandate or representative of Côte Saint-Luc. The role of Montreal West is limited to assisting Côte Saint-Luc with the locking and unlocking of the access door to the CSL Dog Park without pay.
- 5.3. In case of the refusal, negligence or omission of CSL Dog Park patrons to leave the CSL Dog Park according to the opening hours specified in article 2.1, Montreal West is not responsible for enforcing Côte Saint-Luc's regulations. Article 3.5 of the Agreement applies, as the case may be.

### **6. General Provisions**

- 6.1. This Agreement constitutes the entire agreement and sole understanding of the parties with respect to the subject matter hereof and may be amended or modified only by a subsequent agreement in writing between the parties.

- 6.2. If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of this Agreement, but the remainder shall be binding and effective and the parties shall meet to find a revised way to give intent to the meaning of the invalid portion of the Agreement.
- 6.3. This Agreement shall be construed under and the rights of the parties determined by reference to the laws of the Province of Quebec, Canada. Any dispute between the parties which cannot be resolved by good faith negotiations shall be subject to the exclusive jurisdiction of the appropriate court in the Province of Quebec.
- 6.4. Any notice required to be delivered to any party shall be in writing and either sent by email, fax, delivered by hand or sent by courier prepaid and sent to the address for each party set out above and addressed to the City Manager/Director General.
- 6.5. The parties hereto agree that the failure of either of them to insist upon strict performance of any term, covenant, agreement or condition herein contained shall not constitute or be construed as a waiver or relinquishment of such party's rights to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 6.6. Neither party shall be liable for delay in performance or failure to perform in whole or in part the terms of this Agreement due to any act or occurrence that is beyond the reasonable control of such party, including but not limited to labour dispute, strike, labour shortage, war or act of war (whether an actual declaration is made or not), act of public enemy, accident, fire, flood or other act of God, act of governmental authority, judicial action, shortage or reduced supply of fuel or raw materials, technical failure where such party has exercised ordinary care in the prevention thereof, or causes beyond the control of such party, whether or not similar to the matters herein enumerated, and any such delay or failure shall not be considered a breach of this Agreement.
- 6.7. This Agreement shall be binding on the parties and their respective successors and assigns.
- 6.8. The validity, construction and interpretation of this Agreement shall be in accordance with the laws applicable in the Province of Québec and with the intention to promote literacy in both communities.
- 6.9. This Agreement has been drafted in English at the express wish of the parties. Ce contrat a été rédigé en anglais à la demande expresse des parties.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement by the signature of their respective duly authorized representatives.

**THE CITY OF CÔTE SAINT-LUC** this \_\_\_\_\_ day of \_\_\_\_\_ 2018 in \_\_\_\_\_, Quebec

By: \_\_\_\_\_

Name: Mitchell Brownstein, Mayor

**THE TOWN OF MONTREAL WEST** this \_\_\_\_\_ day of \_\_\_\_\_ 2018 in \_\_\_\_\_, Quebec

By: \_\_\_\_\_

Name: Beny Masella, Mayor