

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL HELD ON
MONDAY, JUNE 20, 2011, AT 5801 CAVENDISH BOULEVARD,
CÔTE SAINT-LUC, AT 8:00 P.M.**

PRESENT:

Mayor Anthony Housefather, B.C.L., L.L.B, M.B.A. presiding
Councillor Dida Berku, B.C.L.
Councillor Mitchell Brownstein, B. Comm., B.C.L., L.L.B.
Councillor Mike Cohen, B.A.
Councillor Steven Erdelyi, B.Sc., B.Ed.
Councillor Sam Goldbloom, B.A.
Councillor Ruth Kovac, B.A.
Councillor Allan J. Levine, B.Sc., M.A., DPLI
Councillor Glenn J. Nashen

ALSO PRESENT:

Ms. Tanya Abramovitch, City Manager and Library Director
M^e Jonathan Shecter, City Clerk, acted as Secretary of the meeting

QUESTION PERIOD

Since no residents were present, no questions were asked.

110644

**APPOINTMENT OF TANYA ABRAMOVITCH, NADIA DI FURIA AND DEREK
HNATIUK AS THE ASSISTANT CITY TREASURERS**

WHEREAS article 106 of the Cities and Towns Act states:

“The assistant treasurer, if one is appointed by the council, may exercise all the powers of the office of treasurer, with the rights, duties, privileges, obligations and penalties attached to such office.

In case of vacancy in the office of treasurer, the assistant treasurer shall perform the duties of such office until the vacancy is filled.”

WHEREAS the Côte Saint-Luc City Council (“Council”) wishes to appoint Tanya Abramovitch, Nadia Di Furia and Derek Hnatiuk as Assistant City Treasurers;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED:

“THAT Council hereby appoints Derek Hnatiuk, Tanya Abramovitch and Nadia Di Furia as the Assistant City Treasurers.”
CARRIED UNANIMOUSLY

110645

RESOLUTION – APPOINTMENT OF TANYA ABRAMOVTICH, NADIA DI FURIA AND DEREK HNATIUK AS SIGNING OFFICERS FOR THE CITY OF CÔTE SAINT-LUC REPLACING RAYMOND LEBLANC CONCERNING ALL FINANCIAL MATTERS INCLUDING SIGNING OF DISBURSEMENT CHEQUES AT THE ROYAL BANK OF CANADA, SITUATED AT 5577 CAVENDISH BOULEVARD CÔTE SAINT-LUC

WHEREAS according to article 100.1 of the Cities and Towns Act,

“cheques and negotiable instruments other than bonds issued by the municipality shall be signed by the mayor and the treasurer. The signature of the mayor and of the treasurer may be printed, engraved or otherwise reproduced”;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED:

“THAT Council hereby removes Raymond Leblanc as a signing officer of the City;

THAT Council hereby awards signing authority to Derek Hnatiuk, Tanya Abramovitch and Nadia Di Furia designating said individuals as among the signing officers for the City of Côte Saint-Luc at the Royal Bank of Canada;

THAT the aforementioned Mr. Hnatiuk, Ms. Abramovitch and Ms. Di Furia be and are hereby given signing authority regarding all financial matters including, but not limited to, disbursement cheques the whole pursuant to, in particular, the powers vested in each of them by article 100.1 of the Cities and Towns Act.”
CARRIED UNANIMOUSLY

110646

APPOINTMENT OF AUTHORIZED REPRESENTATIVES FOR CLICSÉQR AND AUTHORIZATION TO SIGN DOCUMENTS REQUIRED FOR ITS REGISTRATION

WHEREAS the City of Côte Saint-Luc (“City”) wishes to avail itself of the electronic services located on the website of the Ministry of Revenue of Quebec to facilitate its various dealings with the MAMROT and as such appointed on May 9, 2011, by resolution No 110508 Jonathan Shecter and Raymond LeBlanc to be the responsible individuals (“the Representatives”);

WHEREAS the City wishes to replace Raymond LeBlanc with Derek Hnatiuk as one of the Representatives;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED:

“THAT Derek Hnatiuk, Assistant City Treasurer, be and is hereby authorized to be one of the Representatives to implement and utilize the services of CLICSEQR said Mr. Hnatiuk to replace Raymond LeBlanc;

THAT all other terms and conditions of resolution no. 110508 shall remain in full force and effect.”

CARRIED UNANIMOUSLY

110647

SETTLEMENT OF LITIGATION WITH BELL CANADA, DESSAU AND CANBEC

WHEREAS subsequent to a water main break that occurred on or around October 1, 2010 the City of Côte Saint-Luc (“City”) was sued (along with Canbec) for \$20,000.00 plus interest and special indemnity for having allegedly damaged Bell’s infrastructure;

WHEREAS the City, Dessau and Canbec jointly agreed to contribute to a settlement and this without any admission of liability of any nature whatsoever, for purely economic reasons as well as to put an end to potential long and protracted litigation;

WHEREAS the City has agreed to contribute a maximum amount of \$3,900.00 to resolve the matter;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED:

“THAT Council hereby authorizes the City to settle the litigation of Bell Canada vs. the City of Côte Saint-Luc and Canbec Construction Inc. (500-22-180323-118) for an amount not to exceed \$3,900.00 in capital, interests and costs, including all applicable taxes;

THAT the Côte Saint-Luc City Council hereby authorizes the City Clerk or the Associate General Counsel or the City Manager or the Associate City Manager to sign any agreement on behalf of the City to give effect to the foregoing;

THAT Treasurer’s certificate No.11-0114 dated June 21, 2011 has been issued by the City Treasurer attesting to the availability of funds to cover the described expenses.”

CARRIED UNANIMOUSLY

110648

INSTALLATION OF WATER LINE – KIRWAN PARK WATER CONNECTION

WHEREAS pursuant to a request for a quotation from the City’s Engineering Department from the City’s outside contractor regarding the maintenance of its water works (or its affiliate), Simo Management Inc., the City obtained a quotation of \$20,844.90 before applicable taxes, for the installation of water lines at Kirwan Park;

WHEREAS the aforementioned water lines are needed for the installation of water at Kirwan Park for water fountains and to maintain the two softball fields;

WHEREAS the funding for this project shall be extracted from insurance proceeds received following a fire at Kirwan Park that took place in 2008:

It was

MOVED BY COUNCILLOR ALLAN J. LEVINE
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED:

"THAT the Côte Saint-Luc City Council approves and awards the contract for the supply and installation of water lines at Kirwan Park to Simo Management Inc. for the sum of \$20,844.90, plus all applicable taxes;

THAT the funding for the above-described expenses be extracted from the insurance proceeds received or receivable in connection with a fire incident that occurred in Kirwan Park in 2008."

CARRIED UNANIMOUSLY

110649

PARKS AND RECREATION – ARENA CANTEEN LEASE

WHEREAS the City wishes to enter into a new lease agreement ("Lease") with the current operator of the Arena Canteen for the Samuel Moskovitch Arena ("Lessee");

WHEREAS, the City's template arena canteen lease has been updated, and a draft of which is attached hereto;

WHEREAS the Lease shall be for a two (2) year term with an automatic renewal for one (1) further year, conditional upon, amongst other things, the City's satisfaction with the Lessee, in consideration of rent of \$3,455 plus taxes in Year 1, to be increased by the COLA applicable to Montreal in each of Year 2 and the renewal year;

WHEREAS the Lease shall be entered into with Paela Muca and not herself and her husband jointly;

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

"THAT the Côte Saint-Luc City Council approves and awards a lease agreement to Paela Muca for a two (2) year term, and an automatic renewal for one (1) further year provided, amongst other things, the City is satisfied with the Lessee in consideration of the annual rent of \$3,455 plus taxes payable in Year 1, to be increased by the COLA applicable to Montreal in each of year 2 and the renewal year;

"THAT the City's Associate General Counsel be and is hereby authorized to enter into and execute the Lease with Paela Muca on behalf of the City on terms said Associate General Counsel deems advisable."

CARRIED UNANIMOUSLY

110650

PARKS AND RECREATION – PURCHASE OF WIBIT AQUATRACK

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN

SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

"THAT the Côte Saint-Luc City Council approves the purchase of the Aquatrack product from the Wubit collection of products, substituting the Cliff element by the Balance Beam, with an approximate price of \$8,444 CAD plus freight, duty and taxes;

"THAT the City's Purchasing Department be and is authorized to negotiate the terms of the freight."

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

110651

**AUTHORIZATION TO ADD AN ITEM TO THE SPECIAL COUNCIL MEETING
AGENDA**

WHEREAS all nine (9) Members of Council are present at tonight's Special Meeting;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

"THAT the Côte Saint-Luc City Council hereby unanimously authorizes to add an item to the Special Council Agenda said item entitled: "Termination of Employee 2522".

CARRIED UNANIMOUSLY

110652

TERMINATION OF EMPLOYEE 2522

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

"THAT employee 2522 be and is hereby terminated;

THAT the Associate City Manager be and is hereby authorized to sign a document entitled: "*Receipt, release and discharge agreement ("Agreement")*" on behalf of the City to give effect to the foregoing."

CARRIED UNANIMOUSLY

110653

APPROVAL OF THE ADJOURNMENT OF THE MEETING

It was

MOVED BY COUNCILLOR RUTH KOVAC
SECONDED BY COUNCILLOR GLENN J. NASHEN

AND RESOLVED:

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

**AT 8:30 P.M. MAYOR HOUSEFATHER DECLARED THE MEETING
ADJOURNED.**

ANTHONY HOUSEFATHER
MAYOR

JONATHAN SHECTER
CITY CLERK

ARENA CANTEEN LEASE AGREEMENT DATED JUNE 17, 2011 ("Agreement")

BETWEEN: THE CITY OF CÔTE SAINT-LUC
(hereinafter referred to as "Lessor")

AND: PAELA MUCA, residing at 1045 Thierry, Lasalle (QC) H8N 1G8
(hereinafter referred to as "Lessee")

1. LEASED PREMISES

The Lessor hereby rents to the Lessee the canteen site consisting of approximately 500 square feet (the "Premises") at the Samuel Moskovitch Arena ("Arena") situated at 6985 Mackle Road, Côte Saint-Luc, Quebec.

The Lessee hereby declares that she has inspected the Premises and is completely satisfied therewith including, without limitation, the condition, location and measurements thereof, and hereby accepts the Premises "as is/where is" without any warranty or representation whatsoever.

2. OCCUPATION

The Lessee hereby acknowledges that it has had continuous occupation and possession of the Premises in virtue of a prior lease agreement which will expire and be no longer in effect as at the Effective Date. The Lessee shall, throughout the Term, continuously occupy the Premises for the purpose of operating the Permitted Business, and only the Permitted Business.

3. LEASE TERM

The term of this Agreement is two (years) commencing on July 1, 2011 ("Effective Date") and ending on June 30, 2013 ("Initial Term").

Provided that neither party terminates this Agreement with at least thirty (30) days advance notice prior to the end of the Initial Term this Agreement shall be renewed for a further term of one (1) year, ending on June 30, 2014 (the "Renewal Term").

The Initial Term and the Renewal Term and any subsequent renewal term mutually agreed to by the parties may sometimes be referred to herein for convenience as the "Term". However any reference to the Term shall include the Renewal Term only if this Agreement is in fact renewed in accordance with the foregoing provision and shall only include subsequent renewal terms if there is written agreement by the parties setting out such agreement to extend this Agreement for a determinate period.

4. PERMITTED BUSINESS / HOURS OF OPERATION

The Lessee shall operate the Premises strictly as an arena canteen concession ("Permitted Business") subject to Section 5 below.

The Lessee agrees to operate her business during the hours which coincide with the opening hours of the Arena. The Lessee is responsible for making herself aware of the Arena hours.

Any early closure or reduction in operating hours of the Lessee must be approved by the Lessor in advance in writing.

5. PERMITTED PRODUCTS

The Lessee shall offer such concession food and beverage products from and within the Premises, excluding alcoholic beverages, to the general public as are reasonably approved in advance by the Lessor's Parks and Recreation Department (a written approval request shall be sent to the attention of the Arena Manager) ("Permitted Products").

The Lessee shall make an effort to segregate products with nuts from products without nuts.

The Lessor hereby declares that it approves the list of Permitted Products that has been offered by the Lessee to the general public to date. In the event of any material variation of the menu, the Lessee shall seek the prior written approval of the Lessor not to be unreasonably withheld.

The Lessee shall ensure that the Permitted Products are offered to the general public at reasonable prices.

6. LESSEE SUPPLIES:

The Lessee has furnished, at the Lessee's cost, some of the equipment, supplies, furniture, fixtures and furnishings (collectively, "**Supplies**"), necessary for the diligent and continuous operation of the Permitted Business. The Lessee declares herself satisfied with the Supplies currently in the Premises and does not require new Supplies during the Term of the Agreement to be furnished by or at the expense of the Lessor.

The parties acknowledge that the following Supplies currently in the Premises are Lessor-owned:
-The fire extinguishers and the grill vent.

The parties acknowledge that the following items currently in the Premises are Lessee-owned:
-The grill, fryer, fridge, freezer, coffee machine, cappuccino machine, slushy machine, combined Pepsi machine and counter top fridge, toaster, Panini press, pot warmer, lit product sign(s), 1 small table, 2 chairs, 1 money-changing machine, and 4 vending machines (1 of which is a broken coffee machine). As soon as possible after the 2011 summer hiatus, the Lessee shall send the Lessor the serial numbers and names of the vending machines and money changing machine for better identification.

7. LESSEE REPAIRS

The Lessee shall throughout the Term and at the lessee's cost, maintain the Premises (including the adjacent public eating area situated in the Arena lobby) in a good state of cleanliness, sanitation and repair as would a prudent owner, reasonable wear and tear excepted. The Lessee shall promptly undertake all necessary repairs and maintenance to the Premises (collectively, "**Lessee Repairs**"), provided that no major repairs, alterations, additions, or improvements to the Premises shall be undertaken without the Lessor's prior written consent.

The Lessor may, at its option, undertake any Lessee Repairs that Lessee has failed to undertake and shall charge the amount of the Lessee Repairs, plus an administration fee of Fifteen Percent (15%) to the Lessee as additional rent. The Lessee shall pay the additional rent on the sooner of the due date for the next monthly rent or Fifteen (15) days from the date of Lessor's invoice.

8. ADVERTISING

The Lessee may, at the Lessee's cost, install such reasonable advertising and signage on the exterior walls of the Premises provided that the Lessee first submits the same for the prior written consent of the Lessor. The Lessor hereby approves the signage and advertising that has been used by the Lessee to date.

9. ELECTRICITY

The Lessor will provide the necessary electricity, and incur all costs relating thereto, for heating, lighting, and 110 V outlets providing the electrical requirements of the Lessee does not exceed the current wiring capacity. Any additional electrical requirements must be provided at the cost of the Lessee.

10. RENT

In Year 1 of the Initial Term, the Lessee agrees to pay to the Lessor an annual rent ("**Rent**") in an amount of \$3,456.00 CAD (rounded to the nearest \$1.00) plus all applicable taxes (i.e., GST and QST as may be modified or replaced from time to time) in Year 1 of the Initial Term. The Rent shall be paid in twelve (12) equal monthly installments of \$288.00 plus GST and QST on the first day of each calendar month.

In Year 2 of the Initial Term, the Rent shall be increased by the greater of: (a) 1.1%, or (b) the average annual cost of living increase ("**COLA**") over 2011, in respect of the City of Montreal based on the Statistics Canada index or some other reputable index ("**Index**").

In the Renewal Term, the Rent as increased in Year 2 shall be increased by the greater of: (a) 1.1%, or (b) the COLA over 2012, in respect of the Index. The Rent for any subsequent renewal terms would need to be agreed by the parties in writing as part of any written agreement to extend this Agreement.

Should the Lessee not be subject to GST or QST, the Lessee shall supply the Lessor with adequate proof of dispensation from the Lessee's accountant. Otherwise, the Lessee shall provide the Lessor with its GST and QST account numbers.

11. PAYMENT

Unless and until the Lessor requires the Lessee to pay the Rent directly to its Accounts Receivable department (situated at 5801 Cavendish Blvd., Cote Saint-Luc), the Lessee may deliver her to the Arena Manager, the monthly rent plus taxes, by cheque payable to "City of Côte Saint-Luc".

12. INTEREST

In the event that Rent is not paid when due, interest shall automatically be due and exigible at the then applicable annual Royal Bank prime rate plus One Percent (1%) compounded daily until the full amount of Rent, in capital and interest, is paid.

13. POST-DATED CHEQUES

The Lessor reserves the right at any time to request up to twelve (12) post-dated cheques from the Lessee to cover the balance of rent owed during any year of the Term.

14. MUNICIPAL AND SCHOOL TAXES

As of the Effective Date, the Lessee shall not be responsible to pay municipal taxes or school taxes. However the Lessor reserves the right to impose such taxes at any time in its discretion, upon written notice to the Lessee.

15. SNOW REMOVAL

The Lessee is not responsible to pay for or undertake snow removal in the Arena parking lot.

16. GARBAGE, RECYCLING, COMPOSTING

The Lessee shall, at the Lessee's cost and at regular daily intervals, including after peak eating times, for the cleanup and removal of all litter and debris within and around the Premises (including the adjacent public eating area situated in the Arena lobby, and sort them into the Lessor-provided bins for garbage, recycling and any composting.

17. COMPLIANCE WITH LAW

The Lessee shall, at the Lessee's cost, comply with all requirements of Municipal, Provincial and Federal authorities in force pertaining to the Premises, the Lessee's use thereof, the Permitted Business, the Permitted Products offered or sold therein, or any combination thereof including, without limitation, the obtaining of and maintenance of all necessary licenses and permits to operate the Permitted Business.

Without limiting the generality of the foregoing, the Licensee shall strictly comply with all health, safety and food laws and regulations.

18. INSURANCE

The Lessee shall procure and maintain throughout the Term, such all-risks general liability insurance and such property insurance, in the amount of One Million Dollars (\$1,000,000) Canadian, with One Hundred Percent (100%) replacement value, adding the Lessor as named insured as it the Lessor's interests may appear from this Agreement. The Lessee shall provide the Lessor, within 14 business days of signing this Agreement, a certificate(s) of insurance attesting to this coverage and the addition of the Lessor. Such insurance shall not provide any subrogation claims in favor of the insurer against the Lessor.

19. PERSONNEL

The Lessee is an independent contractor in respect of the Lessor and is not an agent or employee of the Lessor.

The Lessee shall, to the exoneration of the Lessor, be responsible to pay the Lessee's personnel, consultants, agents and suppliers (collectively, the "Personnel"), none of whom shall be deemed an employee, consultant, agent or supplier of the Lessor. Without limiting the generality of the foregoing, the Lessee shall be responsible to pay the salary, benefits, workmen's compensation and insurance and remit all applicable deductions at source, GST or QST (as may be applicable) of all of the Lessee's Personnel. The Lessee shall not permit any lien to be registered against the Lessor's or the Lessee's property by an employee, contractor, sub-contractor, or otherwise.

The Lessee as well as the Personnel of the Lessee shall be required to communicate proficiently with the general public in English as well as in French.

The Lessor reserves the right to permanently or temporarily expel from the Arena and/or the Premises any Personnel of the Lessee who is impolite to the general public or any employee, volunteer or agent of the Lessor, or who conducts himself dishonestly, negligently or inappropriately.

21. FORCE MAJEURE

The Lessor shall not be liable for failure to perform any of its obligations hereunder, or for any damage or loss to the Lessee if such failure, damage or loss is caused by Acts of God, fire or other casualty, war, disaster, riots, stoppage of labor, strikes, lockouts, or other forms of "force majeure, cas fortuity" or any similar circumstance, or circumstances attributable to the Lessee, or other emergency or resulting from any other cause beyond the reasonable control of the Lessor.

22. ASSIGNMENT AND TRANSFER

This Agreement shall not be assigned or transferred by the Lessee to any other person, firm, or corporation without prior written consent of the Lessor.

23. DEFAULT

In the event of default by the Lessee hereunder, the Lessor shall give the Lessee notice in writing setting out the grounds of default and giving the Lessee five (5) business days to cure the default.

24. TERMINATION OF LEASE

The Lessor may terminate this Agreement in whole or in part in the following events by giving the Lessor five (5) business days' prior written notice:

- a) any one or more uncured defaults of the Lessee within the same year of the Term;
- b) any three defaults of the Lessee over the course of the Term;
- c) the death, physical or mental incapacity of the Lessee; or
- d) the insolvency or bankruptcy of the Lessee.

The termination of this Agreement in whole or in part shall not exclude any other recourse available to the Lessor at law, in equity or under contract.

25. INDEMNIFICATION

The Lessee hereby indemnifies, exonerates, defends and holds harmless the Lessor and all affiliates, elected officials, employees, volunteers of the Lessor, from and against all direct and indirect claims, demands and damages, in capital, interest and attorneys fees, of whatsoever nature and whensoever arising in connection with this Agreement, the operation of the Permitted Business and the sale (or offering for sale) of the Permitted Products by the Lessor including, without limitation, for:

- a) lost, stolen or damaged property;
- b) bodily injury with any and every consequence, including death;
- c) lost profits;
- d) consequential damages;
- e) special damages;
- f) punitive damages;
- g) violation of third party rights of privacy, intellectual property, or otherwise;
- h) product liability including, without limitation, food poisoning;
- i) violations of health and safety laws and regulations;
- j) employee, agent, consultant and/or supplier claims.

26. FINAL PROVISIONS

a) This Agreement shall be interpreted, governed, applied and enforced in accordance with the laws of the Province of Quebec and Canada to the extent that each shall apply. Any dispute that cannot be amicably resolved as a first resort shall be referred to a court with primary jurisdiction in the judicial district of Montreal, without any reference to any conflicting principle of choice of law or jurisdiction.

b) This Agreement shall bind and enure in favour of the parties as well as their respective heirs, successors, assigns, testamentary executors, trustees and legal representatives.

c) Any delay, failure or omission of the Lessor to exercise a right or benefit hereunder or a recourse available to it either at law, in equity or under contract, shall not preclude the lessor from exercising the same in the future, and shall not be deemed a waiver thereof. Only a waiver that is committed in writing, dated and signed by the waiving party shall be considered a valid waiver.

d) This Agreement may be modified only by a subsequent writing signed by both of the parties.

e) Any provision hereof found to invalid by a court of final jurisdiction shall be (i) as a first resort, read down to a legally valid scope, or (ii) as a second resort, read out of this Agreement as if never included herein. The remainder of this Agreement shall continue in full force and effect.

f) Unless the Lessee notifies the Lessor in writing otherwise, the Lessee's email address is: paela.ceci@yahoo.com.

g) Requests for consent or approval sent by the Lessee, and notices and approval responses sent by the Lessor, may be sent to the intended recipient via email, via facsimile, and/or via regular mail.

h) This Agreement may be signed in counterparts and delivered by each party to the other party via scanned email, facsimile or hand delivery. Each such counterpart shall be deemed valid and an original. Both counterparts taken together shall be deemed to form one, the same, and the entire agreement of the parties.

27. LANGUAGE

Les parties consentent que le présent document et tous avis liés à ce document soient rédigés en anglais. The parties consent that the present Agreement and all notices under this Agreement be drafted in English.

AND THE PARTIES HAVE SIGNED TO TAKE EFFECT ON THE DATE HEREINABOVE MENTIONED:

LESSOR:

LESSEE:

CITY OF CÔTE SAINT-LUC

per:

Associate General Counsel

PAELA MUCA