

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL HELD ON  
MONDAY, JULY 11, 2011, AT 5801 CAVENDISH BOULEVARD,  
CÔTE SAINT-LUC, AT 8:00 P.M.**

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**PRESENT:**

Mayor Anthony Housefather, B.C.L., L.L.B, M.B.A. presiding  
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  
Ms. Nadia Di Furia, Associate City Manager and HR Director  
M<sup>e</sup> Jonathan Shecter, City Clerk, acted as Secretary of the meeting

**QUESTION PERIOD**

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The question period started at 8:07 p.m. and finished at 8:32 p.m. Four (4) people asked to speak and they were heard.

1) Rhoda Albert

The resident complained regarding the garbage found on top of the snow dump to which Mayor Housefather responded that the City could take action to remedy this.

2) Andre Zoltan

The resident complained that the snow from Tommy Douglas, Bernard Mergler and David Lewis which was dumped in one particular area near his house took a long time to melt and requested assurances that the City could make alternate arrangements for the dumping of this snow next year to which Mayor Housefather responded that he could give the resident no such assurances but would ask Engineering to look at the issue on a best efforts basis.

The resident then requested that the City modify its traffic-calming measures to allow motorists to drive the speed limit in the Tommy Douglas/David Lewis / Bernard Mergler area (40 km/h) to which Mayor Housefather responded that this would not be done as traffic-calming measures are used to ensure that motorists actually circulate at a far lower speed limit than 40 km/h.

3) Hershel Mitchell

The resident requested a status update regarding the Cavendish Extension issue including a clarification on this council's position regarding said issue for which Mayor Housefather first clarified that this council is indeed in favour of a Cavendish Extension. He then explained that, a while back, there was a Project Bureau set up recommending a design and that ultimately the Provincial Government would decide when a design would be implemented and what design would be used. He then reiterated that the City of Côte Saint-Luc is indeed committed to the extension.

4) Toby Shulman

The resident complained regarding the state of the parking lot at City Hall specifically mentioning potholes around the entrance of the said parking lot. Mayor Housefather responded that since City Hall Avenue will be built in the near future, no major restructuring work will be done by the City at this time but in terms of potholes, the City would indeed follow up.

The resident complained of long line ups for motorists who wish to turn on to Kildare as well as Mackle to which Mayor Housefather responded that that Kildare issue is related to the work being done pursuant to the Cavendish Mall Redevelopment but insofar as Mackle is concerned the City could look into the issue to see what may be done to remedy this.

The resident asked for parking tolerances around Parkhaven for which Mayor Housefather clarified that parking too close to an intersection is an infraction and the City could not issue a parking tolerance for this.

110701

**EXPRESSION OF CONDOLENCES – FALLEN CANADIAN SOLDIER IN AFGHANISTAN**

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WHEREAS the Canadian Armed Forces have been called up to serve in Afghanistan in an effort to help restore order and protect the peace as part of a multi-national force; and

WHEREAS the brave soldiers of the Canadian Armed Forces are often in harm's way in service to Canada and all Canadians;

WHEREAS the following soldier was killed in action in Afghanistan, in the service of our country:

**Master Corporal Francis Roy**

**- June 25, 2011**

It was

MOVED BY COUNCILLOR SAM GOLDBLOOM  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

“THAT the City of Côte Saint-Luc extends its deepest sympathies to the family, friends and comrades of the above-named fallen soldier, and sends a message of support, encouragement and appreciation to our troops serving abroad;

THAT this resolution be sent to the Minister of National Defence, Mr. Peter Mackay who shall transmit a copy of the resolution to the Land Force; Member of Parliament for Mount-Royal, Mr. Irwin Cotler as well as to the President of the Royal Canadian Legion, Branch 97, Frank Levine;

THAT said resolution shall be for immediate action.”  
CARRIED UNANIMOUSLY

**CONFIRMATION OF THE MINUTES OF THE REGULAR MEETING OF  
COUNCIL DATED JUNE 13, 2011**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

“THAT the Minutes of the Regular Meeting of Council dated  
June 13, 2011 be and are hereby approved as submitted.”  
CARRIED UNANIMOUSLY

110703

**CONFIRMATION OF THE MINUTES OF THE SPECIAL MEETING OF COUNCIL  
DATED JUNE 20, 2011**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

“THAT the Minutes of the Special Meeting of Council dated  
June 20, 2011 be and are hereby approved as submitted.”  
CARRIED UNANIMOUSLY

110704

**CONFIRMATION OF THE MINUTES OF THE SPECIAL MEETING OF COUNCIL  
DATED JUNE 29, 2011**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

“THAT the Minutes of the Special Meeting of Council dated  
June 29, 2011 be and are hereby approved as submitted.”  
CARRIED UNANIMOUSLY

110705

**MONTHLY DEPARTMENTAL REPORTS FOR JUNE 2011**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED:

“THAT the monthly departmental reports for June, 2011 be and are hereby  
approved as submitted.”

CARRIED UNANIMOUSLY

110706

**HUMAN RESOURCES - HIRING OF SUMMER STUDENTS**

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It was

MOVED BY COUNCILLOR MIKE COHEN  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of the summer student employees whose names are listed in the document entitled "Summer Students" dated June 21, 2011 and that said employees' term of employment will be as per the respective dates indicated on the aforementioned list;

THAT Treasurer's certificate number TC11-0116 dated June 23, 2011 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the described expenses."

CARRIED UNANIMOUSLY

110707

**HUMAN RESOURCES – PUBLIC WORKS DEPARTMENT – HIRING OF A  
DISTRIBUTION AGENT – MOTORIZED EQUIPMENT – WHITE COLLAR,  
AUXILIARY POSITION**

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It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of Alexander Levy as a Distribution Agent – Motorized Equipment (white collar, auxiliary position), for an eight (8) week period, effective July 4, 2011;

THAT Treasurer's certificate number TC11-0107 dated June 21, 2011 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the described expenses."

CARRIED UNANIMOUSLY

110708

**HUMAN RESOURCES – PUBLIC WORKS DEPARTMENT – HIRING OF BLUE  
COLLAR AUXILIARY EMPLOYEES**

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It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED

“THAT the Côte Saint-Luc City Council approves the hiring of the Blue Collar auxiliary employees whose names are listed on the document entitled “Part-Time Employees – Blue Collars - Hiring”, dated June 23, 2011 and that said employees’ term of employment will be as per the conditions of the collective agreement;

THAT Treasurer’s certificate number TC11-0115 dated June 23, 2011 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the described expenses.”

CARRIED UNANIMOUSLY

110709

**HUMAN RESOURCES – PARKS AND RECREATION DEPARTMENT – HIRING  
OF BLUE COLLAR AUXILIARY EMPLOYEE**

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It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

“THAT the Côte Saint-Luc City Council approves the hiring of the Blue Collar auxiliary employee (Gregory Monkiewicz) whose name is listed on the document entitled “Part-Time Employees – Blue Collars - Hiring”, dated July 5, 2011 and that said employee’s term of employment will be as per the conditions of the collective agreement;

THAT Treasurer’s certificate number TC11-0120 dated July 5, 2011 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the described expenses.”

CARRIED UNANIMOUSLY

110710

**HUMAN RESOURCES – PARKS AND RECREATION DEPARTMENT – HIRING  
OF WHITE COLLAR AUXILIARY EMPLOYEES**

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It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

“THAT the Côte Saint-Luc City Council approves the hiring of the White Collar auxiliary employees whose names are listed on the document entitled “Part-Time Employees – White Collars - Hiring”, dated July 5, 2011 and that said employees’ term of employment will be as per the conditions of the collective agreement;

THAT Treasurer’s certificate number 11-0117 dated July 5, 2011 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the described expenses.”

CARRIED UNANIMOUSLY

110711

**HUMAN RESOURCES – CITY ADMINISTRATION - CÔTE SAINT-LUC –  
MEMORANDUM OF TRANSACTION - WHITE COLLAR POSITION**

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It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

“THAT the Côte Saint-Luc City Council (“Council”) acknowledges that the City of Côte Saint-Luc (“the City”) entered into a Memorandum of Transaction dated June 28, 2011 and that “Council” approves such a Memorandum of Transaction and duly authorizes the Associate City Manager and Director of Human Resources to sign it on the City’s behalf.”

CARRIED UNANIMOUSLY

110712

**AGREEMENT RELATING TO THE COST-SHARING OF CERTAIN SERVICES  
FOR PURPOSES OF IMPLEMENTING CORRECTIVE MEASURES  
CONCERNING PAY EQUITY FOR WHITE COLLAR EMPLOYEES**

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CONSIDERING that the key issues associated with the implementation of corrective measures concerning pay equity for white collar employees are substantially the same for the cities and towns of Beaconsfield, Côte Saint-Luc, Dollard-des-Ormeaux, Dorval, Hampstead, Kirkland, Montreal East, Mount Royal, Pointe-Claire, Sainte-Anne-de-Bellevue and Westmount;

CONSIDERING the belief that the above-mentioned municipalities are very likely to be called upon to defend certain positions before a court of law (“Court”);

CONSIDERING that the above-mentioned municipalities wish to share the costs of representation associated with their defense in a Court and wish also to entrust one of them with the administration of a common fund established for that purpose;

CONSIDERING it is expedient for every municipality who is part an agreement as described above herein to adopt a resolution for such purposes;

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

"TO AUTHORIZE the signing of an agreement binding the cities and towns of Beaconsfield, Côte Saint-Luc, Dollard-des-Ormeaux, Dorval, Hampstead, Kirkland, Montreal East, Mount Royal, Pointe-Claire, Sainte-Anne-de-Bellevue and Westmount, for purposes of sharing the costs of representation relating to the implementation of corrective measures concerning pay equity for white collar employees, and establishing the shares of each municipality’s part of the aforescribed agreement;

TO AUTHORIZE that the City’s shares be paid to a common defense fund;

TO MANDATE the Town of Kirkland to act as a trustee for said common defense fund;

TO AUTHORIZE the City Manager or the Associate City Manager to sign the aforescribed agreement for and on behalf of the City, as well as any other document required for such purposes;

TO CHARGE this expenditure to budget code 02-190-00-695.”  
CARRIED UNANIMOUSLY

**COUNCILLOR STEVEN ERDELYI LEFT THE MEETING**

110713

**FINANCE – APPROVAL OF THE DISBURSEMENTS FOR THE PERIOD FROM JUNE 1, 2011 TO JUNE 30, 2011**

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It was

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

AND RESOLVED:

"THAT the Côte Saint-Luc City Council approves the attached list of disbursements for the period of June 1, 2011 to June 30, 2011 for a total amount of \$29,481,907.37 in Canadian Funds;

THAT Treasurer's certificate No.11-0131 dated July 8, 2011 issued by the Assistant City Treasurer attesting to the availability of funds to cover the described expenses.”  
CARRIED UNANIMOUSLY

110714

**BY-LAW ENTITLED: “BY-LAW CREATING THE FEE SCHEDULE FOR CULTURAL, SPORTS AND LEISURE ACTIVITIES FOR THE FALL OF 2011 AND THE WINTER OF 2012” – ADOPTION**

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It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT By-law entitled: “*By-law creating the fee schedule for cultural, sports and leisure activities for the fall of 2011 and the winter of 2012*” be and is hereby adopted and numbered 2369.”  
CARRIED UNANIMOUSLY

**COUNCILLOR STEVEN ERDELYI RETURNED TO THE ROOM**

110715

**CITY OF CÔTE SAINT-LUC – PROCLAMATION DECLARING CÔTE SAINT-LUC A TRUE SPORT COMMUNITY**

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WHEREAS on November 6, 2008, the Canadian Centre for Ethics in Sport (CCES), on behalf of the True Sport Movement, released What Sport Can Do: The True Sport Report;

WHEREAS, True Sport is a national movement for sport and community and it's core mission is to be a catalyst to help sport live up to its full potential as a public asset for Canada and Canadian society – making a significant contribution to the development of youth, the well-being of individuals, and quality of life in our communities;

WHEREAS, there is now evidence that sport's benefits go far beyond the positive health effects of physical activity that have long been understood including:

- A healthier, more active population
- Improved school enrolment, attendance and achievement
- More employable youth with transferable life skills
- More inclusive communities
- Higher levels of social capital and social trust
- Faster community integration of newcomers
- Improved inclusion, health and wellbeing of people with disabilities
- Improved environmental awareness and social mobilization;

WHEREAS, no other aspect of community life has demonstrated sport's capacity to connect so many young people to positive adult role models and mentors, opportunities for positive development, and help in acquiring critical life skills;

WHEREAS, to derive these valuable benefits the sports we participate in must be good sports, built on the values of excellence, fair play, fun and inclusion;

WHEREAS, sport enriches the lives of Canadians in a multitude of ways; in their roles as participants, spectators, coaches, and volunteers;

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

“THAT, the Côte Saint-Luc City Council hereby proclaims the City of Côte Saint-Luc a True Sport Community, joining 158 other communities as well as 2175 True Sport members, organizations, clubs, leagues, and teams across Canada;

AND BE IT FURTHER RESOLVED, as a community we work to ensure the following steps are taken including:

1. Ensuring equitable access to sport facilities and programs especially for new Canadians, low-income people, and those with disabilities.
2. Setting clear standards for ethical behaviour and inclusion for all municipally-funded sport facilities and programs.
3. Asking how sport can help advance key social and economic goals and developing strategies and linkages to make it happen.
4. Facilitating dialogue between sport and other community organizations and working together to achieve community objectives.



5. Developing an integrated community sport plan aimed at providing accessible, quality sport experiences to all community members.”  
CARRIED UNANIMOUSLY

110716

**PARKS AND RECREATION – EMSB AGREEMENT WITH THE CITY FOR  
SUPERFICIARY RIGHTS TO TENNIS COURTS LOCATED AT WAGAR FIELD**

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the entering into of a Superficiary Rights Agreement ("Agreement") with the English Montreal School Board in respect of the Tennis Courts located at Wagar Field on Caldwell Avenue with terms substantially similar or identical to those contained in a draft Agreement, attached herein;

"THAT the results of the tender relating to the re-surfacing of the Wagar Tennis Courts be added to the Agreement;

"THAT the City's Associate General Counsel be and is hereby authorized to sign the Agreement on behalf of the City."  
CARRIED UNANIMOUSLY

110717

**PARKS AND RECREATION - RECONSTRUCTION OF CALDWELL TENNIS  
COURTS AT WAGAR FIELD**

WHEREAS the City of Côte Saint-Luc has made a public call for tender for the reconstruction of tennis courts at Wagar Field (C-12-11) according to the law and received two (2) bids;

WHEREAS Les Entreprises Ventec was the lowest conforming bidder;

It was

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

AND RESOLVED

"THAT Côte Saint-Luc City Council hereby awards the contract for the reconstruction of the tennis courts located at Wagar Field on Caldwell Avenue, pursuant to tender C-12-11, to Les Entreprises Ventec Inc. and authorizes payment of an amount not to exceed \$195,992, plus applicable taxes;

THAT Treasurer's certificate number TC11-0121 dated July 5, 2011 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the described expenses."  
CARRIED UNANIMOUSLY

110718

**PARKS AND RECREATION – SERVICES CONTRACT FOR PRINTING 17,000  
FALL/WINTER 2011-2012 BROCHURES**

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WHEREAS, the City of Côte Saint Luc requires the printing of 17,000 brochures for the Fall/Winter season of 2011-2012;

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

“THAT the Côte Saint-Luc City Council (“Council”) hereby awards a services contract to the lowest conforming bidder, Les Services Graphiques P.R. to produce a 72 page brochure along with the full colour cover and pages, for the Fall 2011 and Winter 2012 activities organized by the Parks and Recreation Department;

THAT the aforescribed contract to Les Services Graphiques P.R. shall be for an amount of up to \$10,322.00, plus applicable taxes and Council furthermore authorizes an additional sum equal to *five percent* (5%) for contingencies over and above the approved amount said contingencies for touch ups and other unforeseen expenses;

THAT a Treasurer’s certificate No. TC11-0122 dated July 5, 2011 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the described expenses.”

CARRIED UNANIMOUSLY

110719

**PARKS AND RECREATION – SELECTION AND PURCHASE OF CONCRETE  
BASES FOR OUTDOOR EXERCISE EQUIPMENT**

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WHEREAS the City of Côte Saint-Luc has made a public call for tender for the selection and purchase of concrete bases for outdoor exercise equipment (C-21-11) according to the law and received three (3) bids;

WHEREAS Limoges Terrasement was the lowest conforming bidder;

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

"THAT Côte Saint-Luc City Council hereby awards the contract for the selection and purchase of outdoor exercise equipment, pursuant to tender C-21-11, to Limoges Terrasement and authorizes payment of an amount not to exceed \$11,096.07 plus applicable taxes;

THAT Treasurer’s certificate number TC11-0127 dated July 7, 2011 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the described expenses.”

CARRIED UNANIMOUSLY

110720

**PARKS AND RECREATION – SELECTION AND PURCHASE OF PARKS  
SMALL EQUIPMENT PURCHASE**

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WHEREAS the City of Côte Saint-Luc has made a public call for tender for the selection and purchase of Parks small equipment (C-25-11) according to the law and received one (1) bid;

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

"THAT the Côte Saint-Luc City Council awards a contract for the purchase of playground equipment pursuant to Tender C-25-11 to Techsport Inc., the sole or lowest conforming bidder for an amount up to a maximum of \$50,272.60, plus applicable taxes, subject to the right of the City to negotiate satisfactory financial terms failing which said purchase contract may not be awarded;

THAT a Treasury Certificate numbered TC11-0132 dated July 8, 2011 has been issued by the Assistant City Treasurer to attest to the availability of funds to cover the described expenses."

CARRIED BY THE MAJORITY OF VOTES WITH COUNCILLOR ALLAN J. LEVINE DISSENTING

110721

**PARKS AND RECREATION - SERVICE AGREEMENT CONTRACT FOR THE  
HVAC SYSTEMS OF THE AQUATIC AND COMMUNITY CENTRE**

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WHEREAS, the City of Cote Saint Luc requires a maintenance service contract for the heat and ventilation and air-conditioning systems (HVAC) of the Aquatic and Community Centre;

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the entering into of a service agreement ("Agreement") with Kolostat Inc. for the maintenance of the HVAC systems at the City's Aquatic and Community Centre ("ACC"); for the guarantee year (Year 1 as per the below), and potentially for up to four (4) additional separate years expiring on July 8, 2016 (collectively, "Option Years"), on the following key business terms:

- a) Fee for the guarantee year (Year 1: July 8, 2011-July 8, 2012): \$15,658.00 plus applicable taxes;

And furthermore provided the City can negotiate appropriate contract terms for the Option Years:

- b) Fee for the Option Years: \$33,487.00, indexed by 2% per year, plus applicable taxes;

THAT the City's Associate General Counsel be and is hereby authorized to negotiate an agreement on terms she deems advisable and to sign the Agreement on behalf of the City for the Guarantee Year (Year 1);

THAT a Treasurer's Certificate numbered TC11-0130 dated July 8, 2011 has been issued by the Assistant City Treasurer attesting to the availability of funds to cover the described expenses for Year 1 for the portion pertaining to the 2011 calendar year."

CARRIED UNANIMOUSLY

110722

**PARKS AND RECREATION - AQUATIC AND COMMUNITY CENTRE –  
SERVICE OFFER OF SOUCY AQUATIK**

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WHEREAS the City of Côte Saint-Luc requires a service contract to maintain its aquatic section of the Aquatic and Community Centre.

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the general terms of the offer of aquatic maintenance service by Soucy Aquatik, a division of Piscines Soucy, the installation company for the indoor swimming pools at the City's Aquatic and Community Centre, as follows:

- 6 weekly service visits for the first 2 months of operation at \$1,195.00/week, for a total of \$9,560.00, plus applicable taxes;
- 2 weekly visits for the next 2 months of operation at \$425.00/week, for a total of \$3,400.00, plus applicable taxes.
- \$135.00/hour for extras, plus applicable taxes.
- The service visits cover only the Included Work ("Travaux Inclus") described in the aforesaid offer of service:
  - Vérification des pressions d'opérations des systèmes de filtration et de jeux d'eau
  - Opération de lavage à contre-courant des filtres à sable (1 par jour)
  - Nettoyage des tamis des pompes (1 fois par semaine)
  - Vérification et calibration du contrôleur de traitement d'eau (1 fois par semaine)
  - Vérification et nettoyage du bassin d'équilibre si requis (1 fois par semaine)
  - Nettoyage des paniers d'écumoirs du bassin récréatif (1 fois par semaine)
  - Vérification des contrôleurs de niveau d'eau automatisé (1 fois par semaine)
  - Vérification et ajustement des jeux d'eau.

THAT the City's Associate General Counsel be and is hereby authorized to enter into and sign a service agreement with the service contract provider on these or such better terms as she may be able to negotiate;

THAT Treasurer's certificate number TC11-0129 dated July 8, 2011 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the described expenses."  
CARRIED UNANIMOUSLY

110723

**PARKS AND RECREATION – AQUATIC AND COMMUNITY CENTRE  
FURNISHINGS FOR THE DANCE STUDIO**

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WHEREAS the City of Côte Saint-Luc has made an invited call for tender to supply furnishings for the Aquatic and Community Centre Dance Studio according to the law and received two (2) bids;

WHEREAS Centre Muscle UP was the lowest conforming bidder;

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED

"THAT Côte Saint-Luc City Council hereby awards the contract for the purchase of furnishings, pursuant to tender Q-20-11, to Centre Muscle UP and authorizes payment of an amount not to exceed \$12,198.75 plus \$200 for freight charges, plus applicable taxes;

THAT Treasurer's certificate number TC11-0126 dated July 6, 2011 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the described expenses."  
CARRIED UNANIMOUSLY

110724

**PARKS AND RECREATION – CHANGE ORDER FOR POMERLEAU INC  
REGARDING ADDITIONAL PARKING SPACES**

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WHEREAS the City of Côte Saint Luc has a contract with Pomerleau Inc. to build the Aquatic and Community Centre;

WHEREAS the City of Côte Saint Luc has requested Pomerleau Inc. to build additional parking spaces in the area of the Aquatic and Community Centre;

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED

"THAT Côte Saint-Luc City Council hereby approves a change order relating to the scope of work, and more specifically, the addition of parking spaces

according to the plan attached herein annexed herewith as Annex C to form an integral part of the Minutes, pursuant to contract with Pomerleau Inc. Inc. (C-22-10);

THAT this change contemplates an additional expense of \$149,470.20 plus taxes, to be paid from the contingency fund previously adopted by Council at a special meeting on October 4, 2010;

THAT Treasurer's certificate No. TC11-0128 dated, July 8, 2011 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the described expenses;

THAT Mayor Anthony Housefather and/or the Director of Parks and Recreation, David Taveroff be authorized to sign any appropriate document on behalf of the City to implement the aforementioned change order."  
CARRIED UNANIMOUSLY

110725

**ENGINEERING – WATER MAIN SLEEVING PROJECT CONSULTANT**

It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves and awards the contract for a water main sleeving project consultant (for 8 streets) pursuant to Tender C-19-11 to Dessau Inc., as the lowest conforming bidder, for the sum of \$58,000.00 (which includes a \$10,000 contingency fee) plus all applicable taxes;

THAT this bidder obtained the highest score (requiring a score of 70 points or higher) pursuant to the bid weighting and evaluation system and is therefore deemed, under the *Cities and Towns Act*, to be the lowest conforming bidder;

THAT this project and its funding have been approved pursuant to By-Law 2359;

THAT a Treasurer's Certificate numbered TC11-0124 dated July 6, 2011 has been issued by the Assistant City Treasurer attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

110726

**ENGINEERING – ROAD RESURFACING – PROFESSIONAL SERVICES**

It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED

"THAT pursuant to Tender C-21-11 the Côte Saint-Luc City Council approves and awards the contract for professional services to Cima s.e.n.c. to prepare tender specifications in connection with a proposed upcoming tender for road resurfacing, for the sum of \$54,500.00, plus all applicable taxes;

THAT this bidder obtained the highest score (requiring a score of 70 points or higher) pursuant to the bid weighting and evaluation system and is therefore deemed, under the *Cities and Towns Act*, to be the lowest conforming bidder;

THAT this project and its funding have been approved pursuant to By-Law 2357;

THAT a Treasurer's Certificate numbered TC11-0125 dated July 6, 2011 has been issued by the Assistant City Treasurer attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

110727

**ENGINEERING – SIDEWALK RECONSTRUCTION**

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It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves and awards the contract for sidewalk reconstruction pursuant to Tender C-24-11 to C.T.I. Construction, as the lowest conforming bidder, for the sum of \$177,342.00, plus all applicable taxes;

THAT this project and its funding have been approved pursuant to By-Law 2356;

THAT a Treasurer's Certificate numbered TC11-0123 dated July 6, 2011 has been issued by the Assistant City Treasurer attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

110728

**PUBLIC WORKS – TENDER FOR MOBILE HYDRAULIC LIFT**

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It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED

"THAT the Côte Saint-Luc City Council awards a contract for the purchase of a mobile hydraulic lift pursuant to Tender C-18-11 to Centre des pièces Gagnon, as the sole conforming bid for the price of \$57,585.11, plus applicable taxes;

THAT the purchase of the aforementioned truck has been planned, financed and approved as part of Bylaw 2363 up to a maximum of \$50,000, with the remainder of \$7,585.11 plus applicable taxes to be financed out of the Working Fund to be reimbursed in yearly installments for up to a maximum period of five (5) years;

THAT a Treasurer's Certificate numbered TC11-0118 dated June 29, 2011 has been issued by the Assistant City Treasurer to attest to the availability of funds to cover the described expenses."

CARRIED UNANIMOUSLY

110729

**PUBLIC WORKS – TENDER FOR FRONT LOAD GARBAGE TRUCK**

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It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED

"THAT the Côte Saint-Luc City Council awards a contract for the purchase of a front load garbage truck pursuant to Tender C-17-11 to Labrie Groupe Environnemental, as the lowest conforming bid for the price of \$264,953.00, plus applicable taxes;

THAT the purchase of the aforementioned truck has been planned and approved as part of by-law 2362, Project number 2362-001;

THAT a Treasurer's Certificate numbered TC 11-0119 dated June 29, 2011 has been issued by the Assistant City Treasurer to attest to the availability of funds to cover the described expenses."

CARRIED UNANIMOUSLY

110730

**URBAN PLANNING – MINOR EXEMPTION – LOTS # 1590562 AND 4520948 –  
CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED

"THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at Marc Chagall Avenue, Lots 1590562 and 4520948, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow:

- a) Eleven (11) dwelling in a row units instead of a maximum of seven (7) dwelling in a row units. The foregoing is in accordance with the provisions of Zoning By-Law N°2217, Article 1-9 (dwelling in a row definition).
- b) The height of the ground floor above the City sidewalk level to be seven (7) feet instead of a maximum of five (5) feet. The foregoing is in accordance with the provisions of Zoning By-Law N°2217, Article 4-6-1 b).
- c) Patios to be located in the front yard instead of only being allowed to be located in the rear yard. The foregoing is in accordance with the provisions of Zoning By-Law N°2217, Article 4-4-5 c).
- d) Lateral balconies with a service space underneath to be located at 0.3m (1'0") from the lateral property lines instead of the minimum allowable distance of 0.91m (3.0') and without having a service space underneath. The foregoing are in accordance with Zoning By-Law 2217, Article 4-2-2."



CARRIED BY THE MAJORITY OF VOTES WITH COUNCILLOR STEVEN ERDELYI DISSENTING AND COUNCILLOR GLENN J. NASHEN VOTING IN FAVOUR BUT EXPRESSING A RESERVE

110731

**URBAN PLANNING – MINOR EXEMPTION – 5784 CALDWELL –  
CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 5784 Caldwell Lot 1053620, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow an existing semi-detached bi-family dwelling built in 1966 under permit N° 2507 to be located at 4.02m (13.19') from the front property line instead of the minimum allowable distance required of 6.09m (20.0') and 3.89m (12.76') from the North-East lateral property line instead of the minimum allowable distance required of 3.96m (13.0'). The forgoing is in accordance with the provisions of the zoning by-law N°2217, Annex 'B' (Zone RB-14).”

CARRIED UNANIMOUSLY

110732

**URBAN PLANNING – MINOR EXEMPTION – 6854 KORCZAK –  
CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 6854 Korczak, Lot 1561414, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow a single-family dwelling to have an elevator tower to be located in the side yard at 6'9” from the North-East lot line instead of the minimum allowable distance required of 12'0” for a single family detached dwelling. The forgoing is in accordance with the provisions of zoning by-law 2217, Annex “B” (Zone RU-36).”

CARRIED UNANIMOUSLY

110733

**URBAN PLANNING – MINOR EXEMPTION – 7000 MACKLE –  
CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 7000 Mackle Lot 1053559, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow the installation of a sign on the wall having an area of 76.84 Sq. Ft. instead of the maximum allowable area of 20 Sq. Ft. The foregoing is in accordance with the provisions of Zoning By-Law 2217, art 9-3-2.”

CARRIED UNANIMOUSLY

110734

**URBAN PLANNING – MINOR EXEMPTION – 5525 SILVERSON –  
CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 5525 Silverson Lot 1561756 be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow an existing detached single family dwelling built in 1958, under permit N° 668:

- a) to be located at 4.35m (14.27') from the front property line instead of the minimum allowable distance of 4.57 (15.0') and 1.52m (4.98') from the North side lateral property line instead of the minimum allowable distance of 1.98m (6.5'). The foregoing is in accordance with the provisions of the Zoning By-Law 2217, Annex “B” (Zone RU-7); and
- b) the rear fiberglass balcony to project 5'0” into the minimum side setback instead of the maximum allowable projection of 2'6”. The foregoing is in accordance with the provisions of the Zoning By-Law 2217, Article 4-2-2.”

CARRIED UNANIMOUSLY

110735

**URBAN PLANNING – MINOR EXEMPTION – 5743/5745 ELDRIDGE –  
CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 5743/5745 Eldridge Lot

1053056 be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow an existing semi-detached bi-family dwelling built in 1960 under permit N°1220, to be located at 11'0 from the East side lateral lot line instead of the minimum allowable distance required of 13'0. The forgoing is accordance with the provisions of Zoning By-Law 2217, Annex `B` (zone RB-6)."  
CARRIED UNANIMOUSLY

110736

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION  
PROGRAMS (SPAIP) – 636 HUDSON– CITY OF CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED

“THAT the site planning and architectural integration programs received April 5, 2011 showing a construction of a new detached single family dwelling on lot 1290409 at 636 Hudson and prepared by Victor Simion, architect, for the Planning Advisory Committee meeting of June 13, 2011, be approved according to the provisions of Chapter 14 of by-law 2217 of the City of Côte Saint-Luc.”  
CARRIED UNANIMOUSLY

110737

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION  
PROGRAMS (SPAIP) – 6561 ALDRIN– CITY OF CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED

“THAT the site planning and architectural integration programs received January 27, 2011 showing elevations showing modifications to the rear façade on lot 4574549 at 6561 Aldrin and prepared by S. Pichette, architect, for the planning Advisory Committee meeting of June 13, 2011, be approved according to the provisions of Chapter 14 of by-law 2217 of the City of Côte Saint-Luc.”  
CARRIED UNANIMOUSLY

110738

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION  
PROGRAMS (SPAIP) – 6854 KORCZAK - CITY OF CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED

“THAT the site planning and architectural integration programs received June 7, 2011 showing elevations showing the construction of a new elevator tower to be located in the North-East side yard of a single family detached dwelling on lot 1561414 at 6854 Korczak and prepared by Stephen Eden, architect, for the Planning Advisory Committee meeting of June 13, 2011, be approved according to the provisions of Chapter 14 of by-law 2217 of the City of Côte Saint-Luc.”

CARRIED UNANIMOUSLY

110739

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION  
PROGRAMS (SPAIP) – 7000 MACKLE - CITY OF CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED

“THAT the site planning and architectural integration programs received June 13, 2011 showing elevations showing the installation of an on wall sign and a canopy sign on lot 1053559 at 7000 Mackle and prepared by BR Design, for the Planning Advisory Committee meeting of June 13, 2011 be approved according to the provisions of Chapter 14 of by-law 2217 of the City of Côte Saint-Luc.”

CARRIED UNANIMOUSLY

110740

**NOTICE OF MOTION – BY-LAW NO. 2217-OO-P1 TO BE ENTITLED: “BY-LAW  
TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF  
CÔTE SAINT-LUC IN ORDER TO REDUCE THE ACTUAL LIMITS OF ZONE  
PM-36 AND TO CREATE WITHIN THE FORMER LIMITS OF ZONE PM-36, THE  
NEW ZONE RU-65”**

---

Councillor Ruth Kovac gave notice of motion that By-Law 2217-OO-P1 to be entitled: “By-law to amend the Zoning by-law No. 2217 of the City of Côte Saint-Luc in order to reduce the actual limits of zones PM-36 and to create within the former limits of zone PM-36, the new zone RU-65” will be presented at a later meeting for adoption. The objective of this By-Law is to create the new zone RU-65 in order to allow in this zone; the construction of two sets of single family semi-detached dwellings adjacent to Wavell road.

110741

**RESOLUTION TO WAIVE THE READING OF FIRST DRAFT BY-LAW No.  
2217-OO-P1 TO BE ENTITLED: “BY-LAW TO AMEND THE ZONING BY-LAW  
NO. 2217 OF THE CITY OF CÔTE SAINT-LUC IN ORDER TO REDUCE THE  
ACTUAL LIMITS OF ZONE PM-36 AND TO CREATE WITHIN THE FORMER  
LIMITS OF ZONE PM-36, THE NEW ZONE RU-65”**

---

WHEREAS, the above captioned first draft by-law was given to members of Council on Friday, July 8, 2011;

WHEREAS, all Council members present hereby declare that they have read said by-law and waive the reading thereof;

It was

MOVED BY COUNCILLOR RUTH KOVAC

SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

“THAT the Council of the City of Côte Saint-Luc waives the reading of first draft By-Law No. 2217-OO-P1 to be entitled: “By-law to amend the Zoning by-law No. 2217 of the City of Côte Saint-Luc in order to reduce the actual limits of zones PM-36 and to create within the former limits of zone PM-36, the new zone RU-65.”  
CARRIED UNANIMOUSLY

110742

**RESOLUTION TO ADOPT THE FIRST DRAFT ZONING BY-LAW NO. 2217-OO-P1 TO BE ENTITLED: “BY-LAW TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF CÔTE SAINT-LUC IN ORDER TO REDUCE THE ACTUAL LIMITS OF ZONE PM-36 AND TO CREATE WITHIN THE FORMER LIMITS OF ZONE PM-36, THE NEW ZONE RU-65”**

---

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

“THAT in conformity with “*An Act respecting Land Use and Development*”, the Council of the City of Côte Saint-Luc hereby adopts the first draft By-Law No. 2217-OO-P1 to be entitled: “By-law to amend the Zoning by-law No. 2217 of the City of Côte Saint-Luc in order to reduce the actual limits of zones PM-36 and to create within the former limits of zone PM-36, the new zone RU-65;

THAT in conformity with section 125, paragraph 2 of the *Land Use Planning and Development Act*, Council hereby delegates to the City Clerk the power to set the date, time and place of the Public Consultation meeting.”  
CARRIED UNANIMOUSLY

110743

**NOTICE OF MOTION – BY-LAW NO. 2217-NN-P1 TO BE ENTITLED: “BY-LAW TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF CÔTE SAINT-LUC IN ORDER TO INCREASE THE MINIMUM NUMBER OF EXTERIOR VISITOR PARKING SPACES FOR MULTIFAMILY DWELLINGS IN ZONES RM-43 AND RM-56”**

---

Councillor Ruth Kovac gave notice of motion that By-Law 2217-NN-P1 to be entitled: “By-law to amend the Zoning by-law No. 2217 of the City of Côte Saint-Luc in order to increase the minimum number of exterior visitor parking spaces for multifamily dwellings in zones RM-43 and RM-56. The objective of this By-Law is to increase for multifamily dwellings in zones RM-43 and RM-56, the minimum number of exterior visitor parking spaces. The increase shall be from **5%** of the total number required for interior parking spaces to **10%** of the total number required for interior parking spaces.

110744

**RESOLUTION TO WAIVE THE READING OF FIRST DRAFT BY-LAW No. 2217-NN-P1 TO BE ENTITLED: “BY-LAW TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF CÔTE SAINT-LUC IN ORDER TO INCREASE THE**

**MINIMUM NUMBER OF EXTERIOR VISITOR PARKING SPACES FOR  
MULTIFAMILY DWELLINGS IN ZONES RM-43 AND RM-56”**

---

WHEREAS, the above captioned first draft by-law was given to members of Council on Friday, July 8, 2011;

WHEREAS, all Council members present hereby declare that they have read said by-law and waive the reading thereof;

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

“THAT the Council of the City of Côte Saint-Luc waives the reading of first draft By-Law No. 2217-NN-P1 to be entitled: “By-law to amend the Zoning By-Law No. 2217 of the City of Côte Saint-Luc in order to increase the minimum number of exterior visitor parking spaces for multifamily dwellings in zones RM-43 and RM-56”.

CARRIED UNANIMOUSLY

110745

**RESOLUTION TO ADOPT THE FIRST DRAFT ZONING BY-LAW NO.  
2217-NN-P1 TO BE ENTITLED: “BY-LAW TO AMEND THE ZONING BY-LAW  
NO. 2217 OF THE CITY OF CÔTE SAINT-LUC IN ORDER TO INCREASE THE  
MINIMUM NUMBER OF EXTERIOR VISITOR PARKING SPACES FOR  
MULTIFAMILY DWELLINGS IN ZONES RM-43 AND RM-56”**

---

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

“THAT in conformity with “*An Act respecting Land Use and Development*”, the Council of the City of Côte Saint-Luc hereby adopts the first draft By-Law No. 2217-NN-P1 to be entitled: “By-law to amend the Zoning By-Law No. 2217 of the City of Côte Saint-Luc in order to increase the minimum number of exterior visitor parking spaces for multifamily dwellings in zones RM-43 and RM-56;

THAT in conformity with section 125, paragraph 2 of the *Land Use Planning and Development Act*, Council hereby delegates to the City Clerk the power to set the date, time and place of the Public Consultation meeting.”

CARRIED UNANIMOUSLY

110746

**NOTICE OF MOTION – BY-LAW NO. 2217-PP-P1 TO BE ENTITLED: “BY-LAW  
TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF  
CÔTE SAINT-LUC IN ORDER TO REDUCE THE ACTUAL LIMITS OF ZONE  
RB-4 AND TO CREATE WITHIN THE FORMER LIMITS OF ZONE RB-4, THE  
NEW ZONE RU-64”**

---

Councillor Ruth Kovac gave notice of motion that By-Law 2217-PP-P1 to be entitled: “By-law to amend the zoning by-law No. 2217 of the City of Côte Saint-Luc

in order to reduce the actual limits of zone RB-4 and to create within the former limits of zone RB-4, the new zone RU-64” will be presented at a later meeting for adoption. The objective of this By-Law is to reduce the limits of zone RB-4 and to create the new zone RU-64 as well as its Tables of Uses and Norms in order to allow the construction of a new single family detached dwelling (the existing single family detached dwelling lost its acquired rights after being damaged by more than 50% by a fire).

110747

**RESOLUTION TO WAIVE THE READING OF FIRST DRAFT BY-LAW No. 2217-PP-P1 TO BE ENTITLED: “BY-LAW TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF CÔTE SAINT-LUC IN ORDER TO REDUCE THE ACTUAL LIMITS OF ZONE RB-4 AND TO CREATE WITHIN THE FORMER LIMITS OF ZONE RB-4, THE NEW ZONE RU-64”**

---

WHEREAS, the above captioned first draft by-law was given to members of Council on Friday, July 8, 2011;

WHEREAS, all Council members present hereby declare that they have read said by-law and waive the reading thereof;

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the Council of the City of Côte Saint-Luc waives the reading of first draft By-Law No. 2217-PP-P1 to be entitled: “By-law to amend the zoning by-law No. 2217 of the City of Côte Saint-Luc in order to reduce the actual limits of Zone RB-4 and to create within the former limits of Zone RB-4, the new zone RU-64”

CARRIED UNANIMOUSLY

110748

**RESOLUTION TO ADOPT THE FIRST DRAFT ZONING BY-LAW NO. 2217-PP-P1 TO BE ENTITLED: “BY-LAW TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF CÔTE SAINT-LUC IN ORDER TO REDUCE THE ACTUAL LIMITS OF ZONE RB-4 AND TO CREATE WITHIN THE FORMER LIMITS OF ZONE RB-4, THE NEW ZONE RU-64”**

---

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT in conformity with *“An Act respecting Land Use and Development”*, the Council of the City of Côte Saint-Luc hereby adopts the first draft By-Law No. 2217-PP-P1 to be entitled: “By-law to amend the zoning by-law No. 2217 of the City of Côte Saint-Luc in order to reduce the actual limits of zone RB-4 and to create within the former limits of zone RB-4, the new zone RU-64;

THAT in conformity with section 125, paragraph 2 of the *Land Use Planning and Development Act*, Council hereby delegates to the City Clerk the power to set the date, time and place of the Public Consultation meeting.”

CARRIED UNANIMOUSLY

110749

**NOTICE OF MOTION – BY-LAW NO. 2217-QQ-P1 TO BE ENTITLED: “BY-LAW TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF CÔTE SAINT-LUC IN ORDER TO DECREASE THE MAXIMUM DRIVEWAY SLOPE FROM 10% TO 8% FOR SINGLE-FAMILY AND TWO-FAMILY DWELLINGS (RU AND RB)”**

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Councillor Ruth Kovac gave notice of motion that By-Law 2217-QQ-P1 to be entitled: “By-law to amend the Zoning by-law No. 2217 of the City of Côte Saint-Luc in order to decrease the maximum driveway slope from 10% to 8% for single-family and two-family dwellings (RU and RB).” will be presented at a later meeting for adoption. The objective of this By-Law is to decrease the maximum driveway slope from 10% to 8% for single-family and two-family dwellings (RU and RB) located on streets that are not mentioned in article 7-5-9.

110750

**RESOLUTION TO WAIVE THE READING OF FIRST DRAFT BY-LAW No. 2217-QQ-P1 TO BE ENTITLED: “BY-LAW TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF CÔTE SAINT-LUC IN ORDER TO DECREASE THE MAXIMUM DRIVEWAY SLOPE FROM 10% TO 8% FOR SINGLE-FAMILY AND TWO-FAMILY DWELLINGS (RU AND RB)”**

---

WHEREAS, the above captioned first draft by-law was given to members of Council on Friday, July 8, 2011;

WHEREAS, all Council members present hereby declare that they have read said by-law and waive the reading thereof;

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

“THAT the Council of the City of Côte Saint-Luc waives the reading of first draft By-Law No. 2217-QQ-P1 to be entitled: “By-law to amend the Zoning by-law No. 2217 of the City of Côte Saint-Luc in order to decrease the maximum driveway slope from 10% to 8% for single-family and two-family dwellings (RU and RB)”.

CARRIED UNANIMOUSLY

110751

**RESOLUTION TO ADOPT THE FIRST DRAFT ZONING BY-LAW NO. 2217-QQ-P1 TO BE ENTITLED: “BY-LAW TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF CÔTE SAINT-LUC IN ORDER TO DECREASE THE MAXIMUM DRIVEWAY SLOPE FROM 10% TO 8% FOR SINGLE-FAMILY AND TWO-FAMILY DWELLINGS (RU AND RB)”**

---

It was

MOVED BY COUNCILLOR RUTH KOVAC



SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

“THAT in conformity with *“An Act respecting Land Use and Development”*, the Council of the City of Côte Saint-Luc hereby adopts the first draft By-Law No. 2217-QQ-P1 to be entitled: “By-law to amend the Zoning by-law No. 2217 of the City of Côte Saint-Luc in order to decrease the maximum driveway slope from 10% to 8% for single-family and two-family dwellings (RU and RB);

THAT in conformity with section 125, paragraph 2 of the *Land Use Planning and Development Act*, Council hereby delegates to the City Clerk the power to set the date, time and place of the Public Consultation meeting.”

CARRIED UNANIMOUSLY

110752

**URBAN PLANNING – 5540 ROSEDALE - REPLACEMENT TREES**

WHEREAS, the owner of 5540 Rosedale (“the Property”) requested to fell (“Fell”) one (1) tree located in the front of the property;

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

“THAT, Council hereby requires that the one (1) tree to be Felled be replaced by one (1) tree with a diameter of 2 inches the whole pursuant to the terms and conditions of article 11-7-1 *et al.* of Zoning By-law No. 2217-28;

THAT at the tree to be planted must be planted on the Property.”

CARRIED BY THE MAJORITY OF VOTES WITH COUNCILLORS GLENN J. NASHEN AND STEVEN ERDELYI BOTH DISSENTING

110753

**ADOPTION OF MUNICIPAL WORKS AGREEMENT**

It was

MOVED BY COUNCILLOR MIKE COHEN  
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

“THAT Council hereby authorises the City of Côte Saint-Luc to sign an agreement along with an addenda with 4527038 Canada Inc. and Dubelle Developments Ltd. concerning the development of the municipal infrastructure for the lots contemplated in said agreement;

THAT said agreement entitled: *“Municipal Works Agreement and Development Standards”* is annexed herewith as Annex A to form an integral part of the Minutes;

THAT the addenda to said agreement entitled: *“Addendum no 1 to the Municipal Works Agreement (“addendum”) guidelines for disbursement by the City”* is annexed herewith as Annex B to form an integral part of the Minutes;

THAT any of: the Mayor, the City Manager the Associate City Manager, the City Clerk or the Associate General Counsel be and are hereby authorized to sign said agreement to give effect to the foregoing.”

CARRIED BY THE MAJORITY OF VOTES WITH COUNCILLORS STEVEN ERDELYI AND ALLAN J. LEVINE BOTH DISSENTING

110754

**NOTICE OF MOTION – BY-LAW 2370 TO BE ENTITLED: “BY-LAW CONCERNING THE DELEGATION OF AUTHORITY TO THE OFFICERS AND EMPLOYEES OF THE CITY”**

---

Councillor Steven Erdelyi gave Notice of Motion that By-Law 2370 to be entitled: “By-law concerning the delegation of authority to the officers and employees of the City” will be presented at a later meeting for adoption.

110755

**RESOLUTION TO WAIVE THE READING OF BY-LAW 2370 TO BE ENTITLED: “BY-LAW CONCERNING THE DELEGATION OF AUTHORITY TO THE OFFICERS AND EMPLOYEES OF THE CITY”**

---

WHEREAS, the above captioned by-law was given to members of Council on Friday, July 8, 2011;

WHEREAS, all Council members present hereby declare that they have read said by-law and waive the reading thereof;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT the Council of the City of Côte Saint-Luc unanimously waives the reading of By-Law 2370 to be entitled: “By-law concerning the delegation of authority to the officers and employees of the City” when it will be presented for adoption, the whole in accordance with the law.”

CARRIED UNANIMOUSLY

110756

**MOTION TO INSTITUTE PROCEEDINGS AGAINST INDEMNIPRO INC. AND DESJARDINS ASSURANCES**

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WHEREAS a motion to institute proceedings has been issued against Indemnipro Inc. and Assurances Desjardins (“the Insurers”), in regards to invoice #2011-000061 dated May 13, 2011 for the amount of \$11,161.08 for cost of repairing a broken drain pipe which it has the right to claim from the Insurers of the immovable situated at 5800 Palmer;

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT the Côte Saint-Luc City Council hereby ratifies the decision to institute proceedings against the Insurers for an amount of \$11,161.08 pursuant to the costs to repair a broken drain pipe;

THAT the Director of Claims and Litigation or the Associate General Counsel be and are hereby authorized to sign any document to give effect to the foregoing on behalf of the City.”

CARRIED UNANIMOUSLY

110757

**LIBRARY – ENGAGEMENT OF ART GALLERY CURATOR FOR LIBRARY ON  
A CONSULTANT BASIS**

---

It was

MOVED BY COUNCILLOR SAM GOLDBLOOM  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the Côte Saint-Luc City Council engages Mona Turner on an independent-contractor consultant basis to perform the services of art gallery curator for the Eleanor London Côte Saint-Luc Public Library, for a period of one (1) year commencing June 1, 2011 and ending May 31, 2012, for an annual fee of \$12,000, to be paid in equal monthly instalments of 1,000.00 each (GST and QST are not applicable);

THAT the City’s Associate General Counsel be and is hereby authorized to sign the consulting agreement on terms she deems advisable;

THAT Treasurer’s certificate number TC11-0113 dated June 21, 2011 has been issued attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

110758

**RESOLUTION TO ESTABLISH THE STANCE OF THE CITY OF  
CÔTE SAINT-LUC COUNCIL ON ISSUES TO BE PRESENTED AT THE  
MONTREAL URBAN AGGLOMERATION COUNCIL MEETING**

---

WHEREAS according to section 4 of *An Act respecting the exercise of certain municipal powers in certain urban agglomerations* (R.S.Q., c. E-20.001) (hereinafter “the Act”), the urban agglomeration of Montreal is made up *inter alia*, of the City of Côte Saint-Luc since January 1, 2006;

WHEREAS according to section 58 of the Act, every central municipality has an urban agglomeration council, the nature, composition and operating rules of which are set out in an order in council and that this agglomeration council constitutes a deliberative body of the municipality;

WHEREAS under section 59 of the Act, every municipality must be represented on the urban agglomeration council;

WHEREAS according to section 61 of the Act, at a meeting of the council of a related municipality, the Mayor informs the council of the matters that are to be considered at a future meeting of the urban agglomeration council, sets out the position the Mayor intends to take on any matter referred to at the urban agglomeration council meeting, discusses that position with the other members present and proposes the adoption of a resolution establishing the council's stance;

WHEREAS agglomeration council meetings shall be held in August 2011 for which members of the municipal council shall establish the stance that it wishes to take;

It was

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

AND RESOLVED

"THAT Council take the following stance in view of the Agglomeration Council meetings to be held in August 2011 as follows:

- to authorize the Mayor or his duly authorized replacement to make any decisions he deems necessary and in the best interest of the City of Côte Saint-Luc and its residents regarding the items on the agenda of the Agglomeration Council meetings to be held in August 2011 based on the information to be presented during those meetings."

CARRIED UNANIMOUSLY

110759

**OTHER BUSINESS – ALLAN J. LEVINE**

---

Councillor Allan J. Levine went on record clarifying that he is not in disagreement with all aspects of the Cavendish Mall redevelopment project; only particular aspects.

110760

**NOTICE OF MOTION – TO PERMIT PATIOS ON CORNER LOTS ONLY**

---

Councillor Ruth Kovac gave Notice of Motion that a by-Law to permit patios on corner lots only will be presented at a later meeting for adoption.

**SECOND QUESTION PERIOD**

---

The second question period started at 10:09 p.m. and finished at 10:10 p.m. One (1) person asked to speak and was heard.

1) Rhoda Albert:

The resident went on record as being impressed with the Côte Saint-Luc City Council and then further reiterated her comments that the garbage at the snow dump must be cleaned forthwith as there are foul odours which emanate as a result of said garbage.

110761

**APPROVAL OF THE ADJOURNMENT OF THE MEETING**

---

It was

MOVED BY COUNCILLOR ALLAN J. LEVINE  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

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

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

---

ANTHONY HOUSEFATHER  
MAYOR

---

JONATHAN SHECTER  
CITY CLERK

07/11/2011

**MUNICIPAL WORKS AGREEMENT  
AND DEVELOPMENT STANDARDS  
("Agreement")**

**BETWEEN** **CITY OF CÔTE SAINT-LUC**, a public body duly constituted under the laws of Quebec, having its City Hall located at 5801, Cavendish Boulevard in Côte-Saint-Luc, Province of Quebec, H4W 3C3, represented by Me Anthony Housefather, mayor, and Me Jonathan Shecter, city clerk, duly appointed by Resolution no \_\_\_\_ adopted on \_\_\_\_ and attached hereto as **Schedule "A"** to form an integral part of this Agreement;

(hereinafter referred to as  
the "**City**")

**AND** **4527038 CANADA INC.**, a company having its head office at 738 Lexington Avenue in Westmount, Province of Quebec, H3Y 1K7, represented by Harvey Wolfe, duly appointed by resolution adopted on May 10<sup>th</sup>, 2010, and attached hereto as **Schedule "B-1"** to form an integral part of this Agreement;

(hereinafter referred to as the "**Owner**")

**AND** **DUBELLE DEVELOPMENTS LTD.**, a company having its head office at 4770, Kent avenue, suite 214, in Montréal, Province of Quebec, H3W 1H2, represented by Richard Dubrovsky, duly appointed by resolution adopted on May 10<sup>th</sup>, 2010, and attached hereto as **Schedule "B-2"** to form an integral part of this Agreement;

(hereinafter referred to as "**Dubelle**")

(hereinafter Dubelle and Owner are collectively  
referred to as the "**Promoter**")

**CAVENDISH SHOPPING CENTRE CO. LTD.**, a company having its head office at 800, Square Victoria, suite 4700, Montreal, Province of Quebec, H4Z 1H6, represented by Harvey Wolfe, duly appointed by resolution adopted on May 10<sup>th</sup>, 2010, and attached hereto and attached hereto as **Schedule "B-3"** to form an integral part of this Agreement;

(hereinafter referred to as the **"Intervening party"**)

**WHEREAS** it is necessary to carry out work on the municipal infrastructures and equipment in order to complete a real estate project on a parcel of land represented on the plan attached hereto as **Schedule "C"**;

**WHEREAS** such work may only be completed under an agreement entered into pursuant to section 3.1 of the *By-Law concerning municipal works agreements* (hereinafter the **"By-Law"**) adopted by the Council of the City;

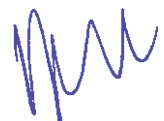
**WHEREAS** the City agreed to participate in the financing of the Infrastructure Works (as hereinafter defined and subject to all required approvals) with the view of making possible for the Promoter and the Intervening Party to this Agreement to perform the project hereto contemplated;

**WHEREAS** this Agreement also provides for supplementary terms and conditions dealing with the Promoter's project;

**THE PARTIES AGREE AS FOLLOWS:**

# **PREAMBLE**

The preamble of this Agreement forms an integral part of this Agreement as if quoted hereinafter at length.




**ARTICLE 1**  
**DEVELOPMENT OF INFRASTRUCTURES**

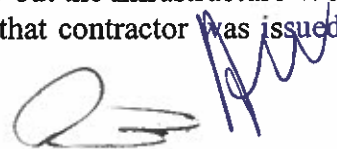
**1.1 Definition**

1.1.1 Throughout this Agreement, the expression “**Infrastructure Works**” shall mean the construction and completion of infrastructure and the supply and installation, as the case may be, of the equipment listed in **Schedule “D”** in accordance with the plans, phases and timetables set out in this Agreement and according to the allocation of costs provided for herein. The conditions set forth herein for the performance and acceptance of Infrastructure Works, as well as the terms and conditions governing the performance thereof and the assignments to be made shall be the same for each phase.

**1.2 Procedure applicable to the performance of Municipal Works**

1.2.1 Once the Promoter requests to proceed with the Infrastructure Works, the Promoter shall:

- (a) mandate an engineering firm to prepare plans and specifications for the Infrastructure Works that comply with municipal standards;
- (b) take the necessary steps to have the Infrastructure Works plans and specifications approved by any person or agency (namely the MDDEP) to which the said plans and specifications must legally be submitted for approval, where applicable;
- (c) have the final version of the plans and specifications pursuant to the Infrastructure Works approved by the City;
- (d) where applicable, have any amendment to the Infrastructure Works plans and specifications approved by the City and by any person or agency to which the said Infrastructure Works plans and specifications must legally be submitted for approval;
- (e) submit the incorporated name, ‘raison sociale’ and address of the contractor that will carry out the Infrastructure Works, the number of the licence that that contractor was issued by the





*Régie du bâtiment du Québec*, the submission slip presented by the Régie, and the contract entered into with respect to the Infrastructure Works;

- (f) submit to the City a copy of the third party liability insurance for a minimum of five (5) million dollars provided to the Promoter by its contractor which must name the City as a co-insured and carry a deductible of zero (0) for the City;
- (g) submit to the City a timetable of the Infrastructure Works to be completed and any documentation relevant thereto (expert reports, test results, etc.);
- (h) submit to the City, before the Infrastructure Works begin, an electronic copy of the Infrastructure Works plans;
- (i) carry out the work in accordance with the Infrastructure Works plans and specifications;
- (j) carry out the Infrastructure Works under the surveillance of independent engineers (who are non-City employees) and designated or approved by the City, mandated and paid by the Promoter;
- (k) Pay the total costs associated with construction and completion of the Infrastructure Works under this Agreement subject to repayment by the City of certain amounts set out in Section 1.4.4. Such fees and costs shall include in particular:
  - (i) fees associated with preparing and amending the plans and specifications,
  - (ii) laboratory, testing and survey fees, as well as fees for preparing location certificates and technical descriptions,
  - (iii) cost of the material used to perform the Infrastructure Works,
  - (iv) all costs and fees pertaining to the construction of the Infrastructure Works,
  - (v) any applicable goods and services tax,
- (l) Pay 100% of the following fees:

- (i) fees of the notary selected by the City and other legal fees related to the construction and completion of the Infrastructure Works,
- (ii) insurance fees including, but not limited to, premiums and deductibles as set forth in Section 1.2.1 paragraph (f) of this Agreement;
- (m) indemnify and hold the City harmless against any claim whatsoever or any liability that might result from this Agreement including but not limited to any action directly or indirectly related to the performance of the Infrastructure Works or the construction contract entered into by the Promoter between commencement of the Infrastructure Works and the assignment of the lot to the City in accordance herewith;
- (n) take up the defence of the City and pay all related legal fees and costs in all of the instances set forth in all instances, bearing and paying for all of the City's defence-related costs;
- (o) pay all related legal fees and costs in all instances in the event that any new owner (as set forth in paragraph 1.4.4) of the Cavendish Mall property fails to respect its undertaking and renunciation under 1.4.4 (ii) of this Agreement and that the City entertains legal recourses to obtain the full payment of the total outstanding amount of the special tax payable under the Loan by-law imposing such tax on the property of the Cavendish Mall (see **Schedule "G"**);
- (p) remit to the City a copy of the contracts, guarantees and insurance policies that are provided to the Promoter, where applicable, by any contractor that carries out Infrastructure Works or by any other person working for that contractor;
- (q) in order to obtain the first construction permit for the entire Infrastructure Works or, where applicable, the first construction permit for each of the project phases, the Promoter shall submit to the City a **letter of intent** issued by a guarantee insurance company recognized by the Inspector General of Financial Institutions certifying that the said guarantee insurance company will grant (a) a **performance bond** identifying the City as beneficiary or (b) an irrevocable and unconditional letter of credit from a financial institution or (c) a certified check in favour of the City for a value equal to 50% (collectively referred to as the "**Guarantee**") of the

total estimated cost of the Infrastructure Works before commencement of the Infrastructure Project.

### 1.3 Guarantee

- 1.3.1 The Promoter warrants that the Infrastructure Works and all other works performed under this Agreement will be free of defects of any kind including but not limited to defects in materials and workmanship and defects arising as a result of installation. The Promoter warrants that all materials used are free of liens and that all work performed hereunder shall be performed by competent individuals with the necessary skills and training to perform such work in a highly skilled manner. The warranties hereunder shall remain in effect for a period that is the longer of (a) the warranty provided by the relevant manufacturer or contractor, or (b) five years from the date of final acceptance of the Infrastructure Works. Normal wear and tear shall be excluded from this guarantee. In addition to the foregoing, any warranties provided by the general contractor must be given to both the Promoter and the City. These warranties do not restrict, cancel or minimize any other rights to which the City is entitled under applicable law including those rights set out in the Civil Code of Québec.
- 1.3.2 The Promoter agrees to provide the City with a Guarantee for a value equal to 50% of the total estimated cost of the Infrastructure Works which shall remain in effect at least until the expiration of twelve (12) months following the final acceptance of the Infrastructure Works. This provision applies *mutatis mutandis* to each phase of the project, if any.
- 1.3.3 In cases where the Guarantee is for a limited duration which shall be no less than a one year period, the contractor shall, at least sixty (60) days before the Guarantee is due to expire and subsequently, at least sixty (60) days before the expiration of any renewal of this Guarantee, obtain a renewal of the Guarantee for a period of at least one year upon the same terms and conditions and this Guarantee as renewed from time to time shall remain in effect until the final acceptance of the Infrastructure Works. Failure of the Promoter to meet this obligation entitles the City to demand immediate execution of this Guarantee.
- 1.3.4 The Promoter shall transmit at least sixty (60) days before the expiration of the original Guarantee or any renewal thereto, a certificate issued by the issuer of the Guarantee confirming

the Guarantee will be renewed upon the same terms and conditions.

#### 1.4 Payment of Infrastructure Works

- 1.4.1 The estimated cost for completion of all the Infrastructure Works is **\$6,698,124** including a contingency of 10% and the upgrades contemplated at 1.4.5 of this Agreement (taxes to be added), the whole as set out in the document attached hereto as **Schedule "F"** and prepared by Dessau on April 30, 2010.
- 1.4.2 The costs for executing the Infrastructure Works shall be divided in accordance with **Schedule "F"**. Any subsidy obtained by the City shall be exclusively affected to the portion of the costs that the City is bound to pay under this Agreement and the Loan By-Law to be adopted by the City.
- 1.4.3 A portion of the costs and fees incurred for the construction of the Infrastructure Works shall be directly paid by the Promoter, which shall be of a total but approximate amount of **\$4,012,902 (plus taxes)** according to **Schedule "F"**.
- 1.4.4 A portion of the costs and fees incurred for the construction of the Infrastructure Works shall be financed through a loan by-law adopted by the City, subject to all the approvals required under the law. More specifically, based on the estimated cost provided at paragraph 1.4.1 and **Schedule "F"**, the City shall pay a total but approximate amount which **shall not exceed \$2,685,222 (plus taxes)** which shall be partially reimbursed as follows :
  - (i) by a special tax (or any other tariff, compensation or tax) levied on the whole territory of the City with regard to expenses dealing with supra-local equipments (Retention basins, City Hall avenue and Kellert-Leacock avenue) up to an approximate amount of **\$1,273,088**;
  - (ii) by a special tax (or any other tariff, compensation or tax) levied on the property of the **Intervening party** with regard to expenses dealing with supra-local equipments (Retention basins, City Hall avenue and Kellert-Leacock avenue), the whole in accordance with the taxation basin described on the plan attached as **Schedule "G"**, up to an approximate amount of

**\$1,412,134.** To that end, the Intervening party specifically intervenes to this Agreement to renounce and waive any right it could have to contest the said by-law including but not limited to any right associated with the absence of benefit resulting from the Infrastructure Works and covenants that the taxation basin is firmly accepted by it and furthermore agrees to bind any future owners (including any emphyteutic lessee, user or usufructuary) of said property of the Cavendish Mall to said undertaking and renunciation. Should the Intervening party fail to obtain such undertaking and renunciation from the future owner (as set forth above), the Intervening party agrees to pay to the City by way of a lump sum the total outstanding amount of the special tax payable under the Loan by-law imposing such tax on the property of the Cavendish Mall (see **Schedule "G"**) as if the total outstanding amount was due. This amount should be deposited in the notary Trust Account at the latest upon execution of the Deed of Transfer between the Intervening party and the new owner (as set forth above) and shall be paid-up to the City within 24 hours from said execution.

- 1.4.5 The City Hall Avenue upgrades costs of approximately \$600,000 shall be divided in 2 with the City financing an amount equal to the lesser of 1/3 of the total cost of the upgrades or \$200,000 through the special tax provided at 1.4.4 (i) and the Promoter financing the remainder of the upgrade costs.

## **1.5 Performance of Municipal Works**

- 1.5.1 The Promoter undertakes to carry out the Infrastructure Works on the lots represented on the plans attached hereto as **Schedule "H"**, considering that such Infrastructure Works should be conducted in one phase. Should the Promoter request that the City allow the Infrastructure Works to be performed in phases, the Promoter agrees to provide the City with a timetable for approval and any approval or rejection of allowing for more than one phase of the Infrastructure Works is at the City's entire discretion.
- 1.5.2 Should the Promoter fail to commence the Infrastructure Works within a period of twelve (12) months following the execution of this Agreement, the City may ~~unilaterally~~

terminate this Agreement upon written notice to the Promoter.

- 1.5.3 The Promoter must take the measures necessary to limit damage to streets and adjacent areas including sidewalks and grassed areas that it must use or access to perform the Infrastructure Works. It must assume, at its expense any repairs to any damages it causes to streets, adjacent areas including sidewalks and grassed areas including but not limited to the costs of street cleaning where streets are soiled by its vehicles and those of the general contractor, their agents, subcontractors and suppliers. This cleaning should be performed as needed or on specific request of the City within the time fixed by it.
- 1.5.4 The Promoter authorizes the City to inspect the Infrastructure Works at any time before, during or after their execution. The Promoter acknowledges that the City Manager or any other agent of the City may, at any time direct it to correct the Infrastructure Works to conform to the approved plans and specifications or the specifications of this Agreement. Any failure or refusal to comply may give rise to sanctions under the applicable regulations. The period where there is an order of correction may be accompanied by an order stopping work in whole or part until the situation is corrected. Following receipt of a certified notice from the City to the effect that the Infrastructure Works are non-compliant or require modifications, adjustments or repairs, the Promoter shall within forty-eight (48) hours of receipt of such review, implement changes, repairs or adjustments needed in accordance with the requirements of the City.

## **1.6 Acceptance of Infrastructure Works**

- 1.6.1 The Promoter shall notify the City in writing once all or part of the Infrastructure Works are completed;
- 1.6.2 Within thirty (30) days following receipt of such notice, the engineer designated by the City shall verify the Infrastructure Works in the Promoter's presence and indicate what work needs to be corrected or redone;
- 1.6.3 Prior to substantial completion of the Infrastructure Works, the Promoter shall provide (to the City's satisfaction), through the intermediary of its contractor, a maintenance bond of ONE HUNDRED THOUSAND DOLLARS (\$100,000) issued by a company authorized by the Inspector



General of Financial Institutions to act as a guarantee insurer in order to cover the potential replacement costs, at its own expense, of the materials and works that may prove to be defective throughout a period of twelve (12) months following the City's acceptance of the substantial completion of the Infrastructure Works. The maintenance bond does not limit the Promoter's (or its Contractors') warranty obligations as set out elsewhere in this Agreement;

- 1.6.4 The City shall accept the substantial completion of the Infrastructure Works once they are substantially completed in accordance with the Infrastructure Works plans and specifications; this acceptance shall be given by resolution of the City's municipal council taking into consideration a written recommendation of a member of the City's engineering department;
- 1.6.5 The Promoter must submit to the City, at the end of the Infrastructure Works, copies of complete discharges (quittances finales) signed by the Promoter as well as by each supplier and sub-contractor who worked on the Infrastructure Works contemplated within the present Agreement, said discharge to stipulate that they have been paid in full, subject to any hold-back.
- 1.6.6 Prior to final acceptance of the Infrastructure Works, the Promoter shall submit to the City a plan prepared by a land surveyor performed after the full completion of the Infrastructure Works contemplated, as the case may be, and indicating their location. These documents must be submitted in electronic format DWG. These plans must include the final location of the roadbed and the right and final slopes of the road with the placement of accessories, if applicable, by triangulation method. All costs related to the production of these plans and documents shall be borne by the Promoter. The Promoter shall also submit to the city a plan of the Infrastructure Works, as built, and a certificate from the supervising engineer stating that the works respects the plans attached hereto and "*les règles de l'art*".
- 1.6.7 The City shall accept final completion of the Infrastructure Works once they are completed in accordance with the Infrastructure Works plans and specifications; this acceptance shall be carried out by means of resolution of the City's council upon recommendation of the City's engineering department.

- 1.6.8 The Promoter agrees to perform all the necessary corrections to the Infrastructure Works for a period of five years from final acceptance of the Infrastructure works by the City council. The Promoter shall undertake the necessary correction works within ten (10) days from a notice to that effect from the City and use its best efforts to complete such correction in a timely manner. For the period during which it remains in effect the Guarantee provided in paragraph 1.3 can be allocated for this purpose. The Guarantee or the portion left shall be returned to the Promoter upon expiration of the twelve (12) months period, save any case of default on the part of the Promoter. Notwithstanding the foregoing, all warranties set out under this Agreement survive return of the Guarantee.

## 1.7 Assignment of Infrastructures

- 1.7.1 Once substantial completion of the Infrastructure Works has been accepted by the City, the Promoter shall assign to the City the lots identified at 1.5.1 for ONE DOLLAR (\$1.00); these lots shall be assigned to the City with a legal warranty, and shall be free and clear of any municipal or school taxes or municipal tariffs owing at the time of sale.
- 1.7.2 The Promoter shall assign to the City, along with the lots described in this Agreement in **Schedule "C"**, the benefit of the obligations of warranty granted by any contractor in accordance with the specifications and shall provide a copy of the said contracts and the corresponding warranties to the City, provided these may be assigned;
- 1.7.3 The Promoter shall grant, at its own expense, all servitudes that may be required to complete the Infrastructure Works.

## 1.8 Defaults

- 1.8.1 Save for the defaults provided at paragraph 1.8.2 where no notice is required, the City shall give a ten (10) days notice to the Promoter whenever it is in default of his contractual obligations;
- 1.8.2 The Promoter will be in default under this Agreement in the following cases:
- (a) if the Promoter does not begin the execution of **the Infrastructure Works** within the time specified or fails to diligently pursue the **Infrastructure Works**;





- (b) if the Promoter, in a timely manner, fails, neglects or refuses to obtain a financial institution to renew a Guarantee for a sufficient period of time under the same terms and conditions provided in this Agreement and to transmit to the City a certificate of a financial institution attesting to the renewal of the Guarantee, in accordance with this Agreement;
- (c) if the Promoter becomes insolvent within the meaning of the *Civil Code of Québec*, makes an assignment of its property for the benefit of its creditors generally, is bankrupt or liquidated, takes advantage of any law relating to insolvency or bankruptcy or attempts to do so or if a receiver or trustee is appointed to the Promoter's property or any part thereof;
- (d) if the Promoter fails to meet one or other of the covenants or conditions of the agreement or plans and specifications that accompany it without the prior authorization of the City.

1.8.3 In the event of any default of the Promoter to any commitments or obligations of the Agreement, the City may, cumulatively or alternatively:

- (a) Confiscate the Guarantee and immediately require, without further formality whatsoever, from the financial institution that issued the Guarantee an immediate payment to the City of the sum necessary to perform the Infrastructure Works under the contract awarded by the Promoter or following bids obtained by the City;
- (b) Impose a special tax on the lots covered by the Agreement to cover the expenses incurred by the City to complete the Infrastructure Works, payable in one (1) or more installments at the option of the City;
- (c) Retain the issuance of any building permit for a lot serviced or to be serviced by the Infrastructure Works covered by this Agreement;
- (d) Perform or have performed the Infrastructure Works if it deems it appropriate. The City is not liable to the Promoter or any third party for the non performance of the Infrastructure Works or the conclusion of an Agreement with another Promoter or to terminate or to perform the Infrastructure Works otherwise than according to the plans and specifications accepted by the City.

**ARTICLE 2**  
**SALES OFFICE AND MODEL HOMES**

The City agrees to allow the Promoter to set up a sales office and model homes on the project site, despite the absence of infrastructures and public services in front of lots occupied by construction, subject however to compliance with all other applicable by-laws and having obtained the necessary City approvals.

**ARTICLE 3**  
**ASSIGNMENT OF RIGHTS**

The Promoter may not assign any or all of its rights under this Agreement to a third party without first obtaining the consent of the City, which may be withheld at the City's total discretion.

**ARTICLE 4**  
**NOTICES**

Any communication made hereunder shall be given in writing and sent to the other party by fax or courier as follows:

(a) **To the City:**

**CITY OF CÔTE SAINT-LUC**  
5801 Cavendish Boulevard  
Côte Saint-Luc, Québec  
H4W 3C3

To the attention of the Director of Legal Services and City Clerk

(b) **To the Owner:**

**4527038 CANADA INC.**  
425 Place Jacques Cartier  
Suite 400  
Montreal, Québec,  
H2Y 3B1

To the attention of **Harvey Wolfe**



(c) **To Dubelle**

**DUBELLE DEVELOPMENTS LTD**  
4770, Kent avenue, suite 214,  
Montréal (Québec)  
H3W 1H2

To the attention of **Richard Dubrovsky**

(d) **To the Intervening party:**

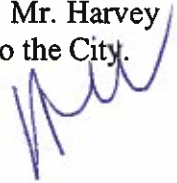
**CAVENDISH SHOPPING CENTRE CO. LTD.**  
800, Square Victoria, suite 4700,  
Montreal (Quebec)  
H4Z 1H6

To the attention of **Me Jonathan J. Robinson.**

or at any other address previously given to the other party in the manner stipulated above. Any communication sent by fax shall be deemed received upon the sending thereof, and any communication sent by courier shall be deemed received the moment it is delivered at the address of the recipient.

## **ARTICLE 5** **SOLIDARITY**

Both companies that are defined as the Promoter hereby irrevocably, unconditionally and solidarily oblige themselves towards the City as solidary co-debtors of all of their obligations under this Agreement. The Promoter agrees to designate **4527038 CANADA INC.** as the only party to which all notices under this Agreement shall be sent and by which all representations to the City shall be performed. Mr. Harvey Wolfe is hereby designated by the Owner and Dubelle as their sole spokesperson to deal with the City related to this Agreement and that all agreements made by Mr. Harvey Wolfe are binding upon both companies defined as the Promoter. Mr. Harvey Wolfe may be replaced at any time upon written notice to the City.




**ARTICLE 6**  
**HOLD HARMLESS**

The Promoter agrees to indemnify, defend and hold the City and its mayor, councillors and all of its officers, directors, agents or employees free and harmless of and from any and all liabilities, costs, damages, claims and/or expenses directly or indirectly arising out of the construction of the Infrastructure Works or related to the development, construction, marketing, promotion, offer for sale, or sale of any of any residential units or land to be built or sold on a parcel of land represented on the plan attached hereto as **Schedule "C"**. The Promoter agrees that the City shall not be liable for any indirect, special, consequential or punitive damages arising under or as a result of this Agreement under any circumstances.

**ARTICLE 7**  
**EFFECTIVE DATE**

This Municipal Works Agreement shall come into effect and be binding upon the parties as of the date of execution hereof, subject to the following:

- 7.1.1 The Promoter covenants that the execution of this Agreement is a condition precedent to the issuance by the City of any subdivision or construction permit in relation with the execution of the Promoter's project.
- 7.1.2 The Promoter also covenants that no such permit may be issued by the City for the execution of the project and that this Agreement produces no effect until the following by-laws are duly adopted and/or amended by the City, approved by any authorized authority, such as the Ministry of Municipal Affairs or the population in the course of a public participation and, potentially, the holding of a referendum and put into force by the City:
- (i) Demolition by-law,
  - (ii) Planning Program,
  - (iii) Zoning by-law,
  - (iv) Subdivision by-law,
- 

- (v) Loan by-law dealing with the Infrastructure Works,
- (vi) By-law on Municipal Works Agreement.

Therefore, considering the foregoing, this Agreement shall only come into effect once:

(i) the appropriate by-laws have duly been adopted and /or amended by the City to allow the project; and,

(ii) should it so require, once said by-laws are duly approved by any authorized authority or the population; and

(iii) when the project and the Infrastructure Works have been duly authorized and accepted by the City at the various instances.

### **ARTICLE 8** **LANGUAGE**

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

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED** this Municipal Works Agreement on this \_\_\_\_\_ day of May 2010.

**CITY OF CÔTE SAINT-LUC**

per: \_\_\_\_\_

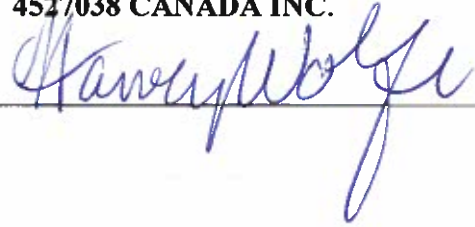
and per: \_\_\_\_\_

**DUBELLE DEVELOPMENTS LTD.**

per:  \_\_\_\_\_

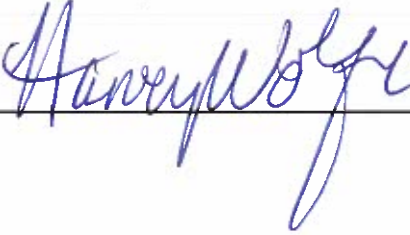
**4527038 CANADA INC.**

per:



**CAVENDISH SHOPPING CENTRE  
CO. LTD.**

per:



**ADDENDUM no 1 TO THE MUNICIPAL WORKS AGREEMENT ("Addendum")**

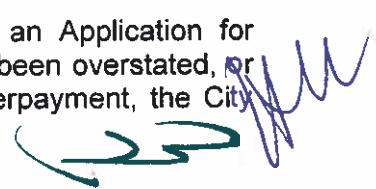
**GUIDELINES FOR DISBURSEMENT BY THE CITY**

1. **Disbursement.** Subject to paragraphs 1.6.1 and 1.6.2 of the Municipal Works Agreement ("Agreement") and full completion, as the case may be, of the necessary remedial works indicated by the engineer designated by the City, the City shall reimburse the Promoter for expenditures eligible pursuant to Schedule F (version D) of the Municipal Works Agreement ("Eligible Expenditures") that the Promoter has pre-financed from its own resources. For clarification, the City shall be responsible to reimburse only actual, direct, and hard Eligible Expenses incurred and paid by the Promoter. Without limiting the generality of the foregoing, the City shall not be responsible to reimburse any carrying costs or interest associated with the Promoter's financing, or any mark-up or line item for profit, administration or otherwise.
2. **Applications.** Applications for reimbursement must be provided to the City on a monthly basis and the final application must be provided no later than within sixty days of the Substantial Completion of the Infrastructure Works as defined in the Municipal Works Agreement. Said applications must be in a form which matches Schedule F of the Agreement and include such details to permit the City to verify the accuracy of the Application. The City may request further details from time to time. The Promoter shall provide an original signed application together with one true copy of all supporting documentation (see Paragraph 3 hereof) to the attention of the City Manager. Such Application shall only be processed and reviewed by the City if the conditions provided under paragraphs 1.6.4 and 1.6.5 of the Agreement are satisfied.

The City, acting reasonably, reserves the right to: (a) require additional supporting documentation or information, (b) reject the supporting documentation provided by the Furnisher, and/or (c) reject or suspend the Promoter's Application for reimbursement.

3. **Types of Supporting Documentation.** True copies of the following original supporting documentation evidencing eligible expenditures ("Records") shall be attached to each Application in such form and substance as the City may specify. Records include such documents as invoices, receipts and proof of payment. In all cases, the Promoter is responsible for retaining the original Records and making them available for audit or inspection by the City or the City's representative(s) ("Auditor") upon the written request of the City. The Auditor may take photocopies of any and all Records he/she/they deem appropriate.

In the event that an audit demonstrates to the City that an Application for reimbursement (that has not yet been paid by the City) has been overstated, or that any amount so reimbursed by the City includes an overpayment, the City



shall notify the Promoter accordingly. Within five (5) business days of receipt of such notice, the Promoter shall either:

- a) promptly adjust its Application accordingly and promptly repay to the City the amount of such overpayment plus interest at the legal date from the date of the reimbursement by the City to the date of repayment to the City by the Promoter; or,

- b) notify the City that it disputes the decision of the Auditor (a "Dispute").

In the event of a Dispute which cannot be amicably resolved within five (5) additional business days, the Promoter and the City shall submit the matter to the auditor of the City when performing his yearly audit ("the Final Auditor"), whose decision shall be final and binding. Any monetary adjustment as a result of the decision of the Final Auditor between the City and the Promoter shall be performed within five (5) days of said decision.

- 4. **Site Visits:** An employee or contractor designated by the City in conformity with the Agreement shall have the right, but not the obligation, to participate in every site visit, to attest to the progress and conformity of the work. The Promoters shall send a meeting invitation to the City's Engineering Manager and to any other individual designated by the City, at least 2 business days prior to each site meeting. When the City's representative is present, the meeting shall be minuted and dated and signed by all of the parties. The City's representative shall be given a true copy of all such minutes. The City shall also receive copies of any minutes associated with site meetings where the City representative is not present. Nothing in the paragraph 4 shall be construed as a premature acceptance of substantial completion by the City's engineer.

- 5. **Payment.** Within sixty (60) days following each acceptance of an application for reimbursement by the engineer designated by the City in conformity with the Agreement, of the Substantial Completion of part or all of the Infrastructure Works listed in the Agreement, the City shall, subject to any applicable holdback, reimburse the Promoter for the undisputed and verified costs and fees paid by the Promoter for the execution of the Infrastructure Works contemplated by the Application that are required to be paid by the City under paragraph 1.4.4 and Schedule F of the Agreement. Payment shall not be deemed a waiver by the City of any of the express or implied warranties available under law or given by the Promoter under the Agreement or otherwise, or a waiver by the City of any of its rights or recourses against the Promoter.

- 6. **Full Agreement:** The Agreement and this Addendum form the entire agreement of the parties with respect to the subject matter hereof. Any defined term that does not have a specific meaning inscribed herein shall have the same meaning ascribed thereto under the Agreement. In the event of any inconsistency between the terms and conditions of the Agreement and this Addendum, this Addendum shall prevail.

EFFECTIVE as of July 11<sup>th</sup>, 2011.





SIGNED by the parties through their authorised representatives as each so declares:

**DUBELLE DEVELOPMENTS LTD. (PROMOTER)**

Per: 

**CAVENDISH SHOPPING CENTRE CO. LTD. (PROMOTER)**

Per: 

**4527038 CANADA INC. (OWNER)**

Per: 

**CITY OF CÔTE SAINT-LUC (CITY)**

Per: \_\_\_\_\_





