

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL HELD ON
MONDAY, DECEMBER 19, 2011, AT 5801 CAVENDISH BOULEVARD,
CÔTE SAINT-LUC, AT 8:00 P.M.**

PRESENT:

Mayor Anthony Housefather, B.C.L., L.L.B, M.B.A. presiding
Councillor 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
M^e Jonathan Shecter, City Clerk, acted as Secretary of the meeting

QUESTION PERIOD

Having no residents present there were no questions asked.

111243

**ORDER OF COUNCIL TO SELL IMMOVABLES DUE TO NON-PAYMENT OF
MUNICIPAL TAXES AND/OR TRANSFER DUTIES FOR THE 2010 FISCAL YEAR**

WHEREAS Council has received the statement of arrears and has examined said statement;

WHEREAS the City Treasurer filed said statement at tonight's Special meeting held on December 19, 2011;

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

"THAT, subject to Section 512 of the *Cities and Towns Act*, the Côte Saint-Luc City Council orders the City Clerk to sell immovables due to non-payment of municipal taxes / transfer duties for the 2010 fiscal year at public auction at the office of the Council (Council chamber) said immovables contained on a list annexed herewith as Annex A to avail herein as if cited hereinafter at length."
CARRIED UNANIMOUSLY

111244

**RESOLUTION FOR COUNCIL TO AUTHORIZE TO CANCEL AMOUNTS RE:
GLADD DEVELOPMENTS LTD.**

WHEREAS the City of Côte Saint-Luc's City Council is hereby requested to authorize the Finance Department to cancel the following amounts on following lots re: Gladd Development Ltd.;

WHEREAS the City of Côte Saint-Luc is currently using the said lots ("the Lots") as public land for purposes such as streets required for a residential housing development ("the Project") and as such, approved the Project prior to 2006 however the Lots were only registered in the Land Registry on October 21, 2010;

WHEREAS the details of the lot numbers and amounts are as follows:

<u>Cadastre numbers</u>	<u>Amounts</u>
2800995	\$593.03
2800997	\$8,720.03
2800995, 2800958	\$6,355.07

WHEREAS these amount adjustments apply to the period of January 1, 2006 to October 17, 2010;

It was

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

AND RESOLVED:

"THAT the City of Côte Saint-Luc's City Council hereby gives authorization to the Finance Department to cancel the aforementioned amounts as described within the preamble of this resolution cited above herein."

CARRIED UNANIMOUSLY

111245

RESOLUTION TO DISPENSE THE READING OF BY-LAW 2373 TO BE ENTITLED: "BY-LAW CONCERNING TAXES AND TARIFFS OF THE CITY OF CÔTE SAINT-LUC FOR THE FISCAL YEAR 2012"

WHEREAS, the above captioned by-law was given to members of Council on Monday, December 19, 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 ALLAN J. LEVINE

AND RESOLVED:

"THAT the Council of the City of Côte Saint-Luc unanimously dispenses the reading of By-Law 2373 to be entitled: "*By-law concerning taxes and tariffs of the City of Côte Saint-Luc for the fiscal year 2012*" when it will be presented for adoption, the whole in accordance with the law."

CARRIED UNANIMOUSLY

111246

BY-LAW ENTITLED: "BY-LAW CONCERNING TAXES AND TARIFFS OF THE

CITY OF CÔTE SAINT-LUC FOR THE FISCAL YEAR 2012”– ADOPTION

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

“THAT By-law entitled: *“By-law concerning taxes and tariffs of the City of Côte Saint-Luc for the fiscal year 2012”* be and is hereby adopted and numbered 2373”;

CARRIED UNANIMOUSLY

111247

**DISBURSEMENTS FOR THE PERIOD OF NOVEMBER 2011 TO
NOVEMBER 30, 2011**

It was

MOVED BY COUNCILLOR RUTH KOVAC
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

“THAT the Côte Saint-Luc City Council approves the attached list of disbursements for the period or November 1, 2011 to November 30, 2011 for a total amount of \$12,296,619.16 in Canadian Funds;

THAT Treasurer’s certificate no. 11-0238 dated December 15, 2011 issued by the City Treasurer attesting to the availability of funds to cover the described expenses.”

CARRIED UNANIMOUSLY

**MONTHLY DEPARTMENTAL REPORTS – FINANCIAL SERVICES FOR
OCTOBER AND NOVEMBER 2011**

This item was removed from the Agenda as it was already approved at the Regular Council Meeting of December 12, 2011.

111248

**RESOLUTION TO APPROVE PAYMENT TO RAYMOND CHABOT GRANT
THORNTON FOR ADDITIONAL FEES RE AUDIT ENDING
DECEMBER 31, 2010**

It was

MOVED BY COUNCILLOR ALLAN J. LEVINE
SECONDED BY COUNCILLOR GLENN J. NASHEN

AND RESOLVED:

“THAT the Côte Saint-Luc City Council approves the payment to Raymond Chabot Grant Thornton for additional fees under invoice FAC0582487 (July 29, 2011)

adjusted by subsequent credit note NC0223515 to a maximum amount of \$14,800, plus applicable taxes;

THAT Treasurer's certificate No.11-0236 dated December 14, 2011 issued by the City Treasurer attesting to the availability of funds to cover the described expenses."

CARRIED UNANIMOUSLY

111249

HUMAN RESOURCES – PURCHASING DEPARTMENT - APPOINTMENT OF ASSOCIATE GENERAL COUNSEL AND DIRECTOR OF PURCHASING, MANAGEMENT POSITION

It was

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

AND RESOLVED:

"THAT the Côte Saint-Luc City Council appoints Cheri Bell as Associate General Counsel and Director of Purchasing (management, permanent position) effective January 1, 2012;

THAT Treasurer's certificate number 11-0235 dated December 14, 2011 has been issued by the city Treasurer, attesting to the availability of funds to cover the described expenses."

CARRIED UNANIMOUSLY

111250

HUMAN RESOURCES – FINANCE DEPARTMENT - APPOINTMENT OF TREASURER, MANAGEMENT POSITION

It was

MOVED BY COUNCILLOR RUTH KOVAC
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

"THAT the Côte Saint-Luc City Council appoints Derek Hnatiuk as Treasurer (management, permanent position) effective December 8, 2011;

THAT Treasurer's certificate number 11-0237 dated December 13, 2011 has been issued by the city Treasurer, attesting to the availability of funds to cover the described expenses."

CARRIED UNANIMOUSLY

COUNCILLOR ALLAN J. LEVINE DEPARTED FROM THE MEETING.

111251

HUMAN RESOURCES – GENERAL ADMINISTRATION – TERMINATION OF EMPLOYMENT OF MANAGEMENT EMPLOYEE

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR GLENN J. NASHEN

AND RESOLVED:

"THAT the Côte Saint-Luc City Council approves the termination of employment of management employee number 86 due to abolishment of position, effective January 1, 2012."

CARRIED UNANIMOUSLY

111252

RATIFICATION OF: PROCEEDINGS INSTITUTED AGAINST ROSS RIVERA BABASA AND DEXTER POLICARPIO AS WELL AS SETTLEMENT WITH ROSS RIVERA BABASA - AUTHORIZATION TO INSCRIBE BY DEFAULT AGAINST DEXTER BUENO POLICARPIO

WHEREAS on November 14, 2009, Ross Rivera Babasa ('Babasa'), the driver of a 1996 Toyota Camry belonging to Dexter Bueno Policarpio (Policarpio) smashed into property ('the Property') belonging to the City of Côte Saint-Luc ('the City') causing damages to the Property in the amount of \$4772.52 ('the Debt');

WHEREAS on November 15, 2010, Babasa undertook, by way of a payment plan, to pay the Debt in installments;

WHEREAS Babasa defaulted four (4) times on payment of the Debt;

WHEREAS subsequent to said defaults, on July 11, 2011, the City solidarily sued both Babasa and Policarpio for causing damages to the Property;

WHEREAS while in court on December 14, 2011, before the Honourable Justice Julie Veilleux ('the Judge') the City and Babasa signed an agreement ('the Agreement') to compensate the City for the Debt pursuant to damages to the Property;

WHEREAS the Agreement for damages to the City Property by Babasa was homologated by the Judge;

WHEREAS Policarpio failed to file an appearance and this, despite being legally served pursuant to the Judgment rendered on September 27, 2011 by the Honourable Justice Gilles Lareau;

WHEREAS on December 14, 2011 before the Special Clerk, Me. Danielle Besner, the default to appear was acknowledged and then inscribed;

It was

MOVED BY COUNCILLOR SAM GOLDBLOOM
SECONDED BY COUNCILLOR GLENN J. NASHEN

AND RESOLVED:

"THAT the preamble of this resolution forms an integral part thereof as if cited hereinafter at length;

THAT The Côte Saint-Luc City Council ('Council') hereby ratifies the decision to institute proceedings ('the Proceedings') for an amount of \$4772.52 against Babasa and Policarpio said Proceedings bearing docket number 500-22-183501116;

THAT correlative to said Proceedings, Council hereby ratifies the Agreement entered into on December 14, 2011 between the City and Babasa before the Judge and further ratifies the Director of Claims and Litigation to sign the Agreement said Agreement annexed to the Minutes as Annex B to avail herein as if cited hereinafter at length;

THAT Council further authorizes the Director of Claims and Litigation to inscribe judgment by default against Policarpio.”

CARRIED UNANIMOUSLY

111253

APPROVAL OF THE ADJOURNMENT OF THE MEETING

It was

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

AND RESOLVED:

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

CARRIED UNANIMOUSLY

**AT 8:20 P.M. MAYOR HOUSEFATHER DECLARED THE MEETING
ADJOURNED.**

ANTHONY HOUSEFATHER
MAYOR

JONATHAN SHECTER
CITY CLERK

ANNEX A / ANNEXE A
12/19/2011

Ville de Côte Saint-Luc / City of Côte Saint-Luc
2009 and 2010 Account Receivables Report - December 14, 2011

Statement of Arrears - 2010 Municipal Taxes / Transfer Duties

Role Number	Name	Address	Street	2010		2009		2008 & before		Interest	Penalty	Total	Paid/ed Cheques
				Over due		Over due		Over due					
Residential													
1 9238-88-9549-9-001-0030	GOLDMAN NISSEBAUM, GIILA	6803 rue Abraham-de Sola	Abraham-de Sola	1921	195.75	0.00	0.00	0.00	35.02	18.60	249.37	0.00	
2 9238-88-9549-9-001-0031	GOLDMAN NISSEBAUM, GIILA	6803 rue Abraham-de Sola	Abraham-de Sola	1921	195.75	0.00	0.00	0.00	35.02	18.60	249.37	0.00	
3 9238-88-9549-9-001-0174	GOLDMAN NISSEBAUM, GIILA	1102 - 6803 rue Abraham-de Sola	Abraham-de Sola	1000	4,221.68	0.00	0.00	0.00	702.65	369.40	5,293.73	0.00	
4 9238-88-9549-9-001-0210	JAVID, JASMINE ROSA	507 - 6803 rue Abraham-de Sola	Abraham-de Sola	1000	309.30	0.00	0.00	0.00	7.63	1.55	318.48	0.00	
5 9236-64-7497-8-000-0000	NIITKA, ERUD	6872 chemin Bailly	Bailly	1000	3,826.26	0.00	0.00	0.00	636.83	334.80	4,797.89	0.00	
6 9237-63-2574-9-000-0000	KLEIN, NORMAN	6533 chemin Bailly	Bailly	1000	4,608.96	0.00	0.00	0.00	767.10	403.28	5,779.34	0.00	
7 9237-73-0033-5-000-0000	BENZACAR, ANOUK	5619 avenue Borden	Borden	1000	999.61	0.00	0.00	0.00	13.15	10.00	1,022.76	0.00	
8 9236-54-0658-3-000-0000	OUKINNE, GUY	5586 avenue Castewood	Castewood	1000	5,546.25	0.00	0.00	0.00	923.12	485.30	6,954.67	0.00	
9 9137-37-5188-1-019-0001	SCHERR, AMNON	6056 boulevard Cavendish	Cavendish	1000	4,761.51	0.00	0.00	0.00	792.50	416.63	5,970.64	0.00	
10 9237-32-3500-8-001-0686	PLATTI, LOUIS	5720 boulevard Cavendish	Cavendish	1921	112.32	0.00	0.00	0.00	20.10	10.67	143.09	0.00	
11 9236-25-3726-5-000-0000	LAZAROWITZ, SHIRLEY	5664 avenue Edgemoore	Edgemoore	1000	5,617.35	0.00	0.00	0.00	794.47	348.28	6,760.10	0.00	
12 9236-17-8260-7-000-0000	STERN, MYER	6872 chemin Emerson	Emerson	1000	8,770.90	0.00	0.00	0.00	1,459.82	767.46	10,998.18	0.00	
13 9135-56-6321-1-000-0000	ILLOUZ, NINA	8051 chemin Guelph	Guelph	1000	7,614.68	0.00	0.00	0.00	1,267.37	633.11	9,515.16	0.00	
14 9135-79-4666-3-000-0000	OUAKKINI, OLIVIER YGAL	7919 chemin Guelph	Guelph	1000	1,233.01	0.00	0.00	0.00	21.62	12.33	1,266.96	0.00	
15 9136-81-3119-8-000-0000	PARIENTE, LAURENCE	7793 - 7795 chemin Guelph, Côte Saint-Luc	Guelph	1000	6,918.44	0.00	0.00	0.00	1,144.02	601.43	8,663.89	0.00	
16 9236-45-8345-7-000-0000	KROBATH, INGRID C.	6875 chemin Holland	Holland	1000	5,685.58	0.00	0.00	0.00	1,132.71	595.50	7,413.79	0.00	
17 9236-56-2970-5-000-0000	WIENNAN-SCHICK, ELEANOR	6836 chemin Holland	Holland	1000	5,681.97	0.00	0.00	0.00	945.71	461.12	7,088.80	0.00	
18 9135-19-0656-4-000-0000	FARKAS, ALLEN	5808 avenue Hudson	Hudson	1000	3,677.49	0.00	0.00	0.00	612.08	321.78	4,611.35	0.00	
19 9135-66-8340-8-000-0000	MALKA, MOISE MIKE	5648 avenue Hudson	Hudson	1000	1,123.44	0.00	0.00	0.00	87.72	39.32	1,250.48	0.00	
20 9135-94-5789-1-000-0000	GURCHON, STEPHANE	5312 avenue Hudson	Hudson	1000	4,914.47	0.00	0.00	0.00	805.11	423.09	6,142.67	0.00	
21 9135-95-2058-1-000-0000	NOEL, LOUIS	5529 avenue Hudson	Hudson	1000	67.84	0.00	0.00	0.00	7.90	3.73	79.47	0.00	
22 9235-13-5480-4-000-0000	CZIK, MIKLOS	642 - 644 avenue Hudson	Hudson	1000	2,280.67	0.00	0.00	0.00	351.16	182.45	2,814.28	0.00	
23 9237-14-3799-4-000-0000	ZANGWIL, YOSHUA	5774 croissant Ilan-Ramton	Ilan-Ramton	1000	6,032.22	0.00	0.00	0.00	1,003.98	527.81	7,563.01	0.00	
24 9236-21-0719-2-000-0000	TESSLER, HARLAN MONTY	5609 avenue Jellioce	Jellioce	1000	5,792.90	0.00	0.00	0.00	964.15	506.88	7,263.93	0.00	
25 9135-25-8882-5-000-0000	CARPINETA, ANGELO	8110 chemin Kildare	Kildare	1000	6,802.96	0.00	0.00	0.00	1,011.10	459.20	8,273.26	0.00	
26 9135-37-6004-3-000-0000	BENCHAYYA, OREN	8056 chemin Kildare	Kildare	1000	1,053.25	0.00	0.00	0.00	50.21	31.60	1,135.06	0.00	
27 9237-45-4086-9-006-0001	HAZAN, ELIE	6550 chemin Kildare	Kildare	1000	1,905.60	0.00	0.00	0.00	289.15	150.18	2,344.93	0.00	
28 9237-21-0398-3-001-0399	GOLD, HELEN ESTHER	802 - 6785 croissant Korczak	Korczak	1000	4,159.66	0.00	0.00	0.00	692.33	363.96	5,215.95	0.00	
29 9237-21-0398-3-001-0385	GOLD, HELEN ESTHER	6785 - 6795 croissant Korczak	Korczak	1921	120.11	0.00	0.00	0.00	21.49	11.41	153.01	0.00	
30 9138-50-8369-5-000-0000	SIGOUINIS, DIMITRIOS	6032 rue Krieghoff	Krieghoff	1000	8,030.73	0.00	0.00	0.00	1,139.77	598.45	9,768.95	0.00	
31 9136-60-6342-7-000-0000	BIRCH-MICHELAN, JUDITH	5714 avenue Léger	Léger	1000	3,909.78	0.00	0.00	0.00	650.73	342.10	4,902.61	0.00	
32 9035-87-3111-6-000-0000	BLACK, SARENA	8133 chemin Malher	Malher	1000	3,051.09	0.00	0.00	0.00	507.82	266.97	3,825.88	0.00	
33 9135-88-7822-0-000-0000	SOUSSAN, ALBERT	5613 avenue Mcleair	Mcleair	1000	1,639.83	0.00	0.00	0.00	23.81	16.40	1,680.04	0.00	
34 9136-43-6526-1-000-0000	PEREZ MURIELLE	5796 - 5798 avenue Melting	Melting	1000	3,120.90	0.00	0.00	0.00	480.53	249.67	3,851.10	0.00	
35 9237-45-4086-9-001-0026	ROSENTHAL, DEBRA	5615 chemin Merrinac	Merrinac	1000	3,646.98	0.00	0.00	0.00	607.00	319.11	4,592.09	0.00	
36 9237-45-4086-9-001-0073	AION CHAIM	5711 chemin Merrinac	Merrinac	1000	3,171.49	0.00	0.00	0.00	291.16	150.92	3,613.57	0.00	
37 9135-63-6655-8-000-0000	NGASSA HAPPI, GERALDINE	5603 avenue Palmer	Palmer	1000	2,951.87	0.00	0.00	0.00	282.44	144.80	3,379.11	0.00	
38 9136-75-9828-0-000-0000	SUISSA, CORINNE	5732 - 5754 avenue Parkhaven	Parkhaven	1000	6,975.23	0.00	0.00	0.00	1,160.95	610.33	8,746.51	0.00	

Ville de Côte Saint-Luc / City of Côte Saint-Luc
 2009 and 2010 Account Receivables Report - December 14, 2011

Outstanding Amounts

Statement of Arrears - 2010 Municipal Taxes / Transfer Duties

Role Number	Name	Address	Street	2010				2009				2008 & before				Interest	Penalty	Total	Postdated Cheques
				Over due	2010	2009	2008 & before	Over due	2009	2008 & before	Over due	2009	2008 & before						
39	9136-94-9414-0-000-0000	ZOUZOUT, SHEILY	5700 - 5702 avenue Parkhaven	1000	543.87	0.00	0.00	0.00	9.39	5.44	558.70	0.00	0.00	0.00	0.00	0.00	0.00		
40	9237-30-0757-1-000-0000	ZOUZOUT, SHEILY	chemin Heywood	9100	383.94	0.00	0.00	0.00	1.26	0.00	385.20	0.00	0.00	0.00	0.00	0.00	0.00		
41	9336-08-8405-5-000-0000	MARCUS-OVADIA, FRIDA	6610 chemin Parkview	1000	4,619.70	0.00	0.00	0.00	768.90	404.21	5,792.81	0.00	0.00	0.00	0.00	0.00	0.00		
42	9236-27-7123-7-000-0000	SADLER-MAISEIN, GEORJA	5629 avenue Redwood	1000	8,372.88	0.00	0.00	0.00	1,393.58	732.35	10,498.81	0.00	0.00	0.00	0.00	0.00	0.00		
43	9237-80-1-628-8-000-0000	NAKASH, YIGAL-SHELOM/NIITKA	6605 chemin Régail	1000	2,242.64	0.00	0.00	0.00	345.31	179.41	2,767.36	0.00	0.00	0.00	0.00	0.00	0.00		
44	9237-23-4889-3-001-0049	BRUCE, MARIAN/ANDREA	304 - 5790 avenue Rembrandt, Côte Saint-Luc	1000	2,737.25	39.40	0.00	0.00	431.54	226.87	3,435.06	0.00	0.00	0.00	0.00	0.00	0.00		
45	9237-23-4889-3-001-0233	JEAN, MUSTAKY	205 - 5790 avenue Rembrandt	1000	915.57	0.00	0.00	0.00	106.60	50.36	1,072.53	0.00	0.00	0.00	0.00	0.00	0.00		
46	9236-47-0660-3-000-0000	MAHTANI, SUNITA	5616 avenue St. Winston-Churchill	1000	3,388.33	0.00	0.00	0.00	521.75	271.09	4,181.17	0.00	0.00	0.00	0.00	0.00	0.00		
47	9133-18-6111-6-000-0000	BENSOUSSAN, I.YDIA	5781 avenue Smart	1000	4,962.91	0.00	0.00	0.00	826.02	434.26	6,223.19	0.00	0.00	0.00	0.00	0.00	0.00		
48	9238-87-4707-0-000-0000	HAZAN, ANNIE	5829 rue Tommy-Douglas	1000	7,263.63	0.00	0.00	0.00	1,208.95	635.56	9,108.14	0.00	0.00	0.00	0.00	0.00	0.00		
49	9236-42-2393-0-000-0000	GROSSMAN-WIENER, HELEN	7066 chemin Maxwell	1000	783.48	0.00	0.00	0.00	17.60	11.75	812.83	0.00	0.00	0.00	0.00	0.00	0.00		
50	9035-95-9272-3-000-0000	SAYERS, SUSAN	5779 avenue Wentworth	1000	3,576.30	0.00	0.00	0.00	577.75	303.58	4,457.63	0.00	0.00	0.00	0.00	0.00	0.00		
51	9133-04-7872-2-000-0000	GELBART, ELAN	5762 avenue Wentworth	1000	1,832.87	0.00	0.00	0.00	282.21	146.63	2,261.71	0.00	0.00	0.00	0.00	0.00	0.00		
52	9035-98-4047-8-000-0000	PICCINI, STEVEN	5819 avenue Westlake	1000	3,765.55	0.00	0.00	0.00	619.24	325.54	4,710.33	0.00	0.00	0.00	0.00	0.00	0.00		
53	9133-16-9155-4-000-0000	ALTER, MARLYN	5762 avenue Westlake	1000	2,465.66	0.00	0.00	0.00	263.03	137.88	2,866.57	0.00	0.00	0.00	0.00	0.00	0.00		
54	9133-45-3273-0-000-0000	SEBAT, JACOUES	5715 avenue Westlake	1000	4,397.85	0.00	0.00	0.00	731.97	384.81	5,514.63	0.00	0.00	0.00	0.00	0.00	0.00		
55	9133-72-9275-3-000-0000	LANG, RAYNA MARLA	662 avenue Westlake	1000	72.86	0.00	0.00	0.00	6.03	2.91	81.80	0.00	0.00	0.00	0.00	0.00	0.00		
Sub-Total					194,173.12	58.40	0.00	0.00	29,850.56	15,460.87	239,542.95	0.00	0.00	0.00	0.00	0.00	0.00		

For Information Only

Balance is less than \$50		Name	Address	Street	2010	2009	2008 & before	Interest	Penalty	Total	Postdated Cheques
1	9236-33-6873-6-000-0000	ELHADAD, ARIELLA	5597 croissant Chamberland	Chamberland	1000	-10.16	0.00	0.00	0.00	-10.16	0.00
2	9235-47-5208-8-000-0000	SAMCON R.B. INC	chemin de la Côte-Saint-Luc	Côte-Saint-Luc	9100	-1,925.58	0.00	0.00	0.00	-1,925.58	0.00
3	9235-26-1410-8-001-0198	SILCOFF, CHARLOTTE MOSES	1407 - 7905 chemin de la Côte-Saint-Luc	Côte-Saint-Luc	1000	15.03	0.00	0.00	1.16	0.53	16.72
4	9237-10-8361-6-000-0000	LAREDO, RONNY	6851 croissant Korczak	Korczak	1000	-14.95	0.00	0.00	0.00	-14.95	0.00
5	9136-54-6398-2-000-0000	MOKHARI, ALI	5786 - 5788 avenue Trinity	Trinity	1000	41.27	0.00	0.00	5.87	3.10	50.24
6	9138-41-8540-0-000-0000	WISE, RONALD B	6527 rue Wallenberg	Wallenberg	1000	41.84	0.00	0.00	2.56	1.26	45.66
7	9235-34-0632-2-000-0000	SAMCON WESTMINSTER INC	avenue Westminster	Westminster	9100	-2,275.14	0.00	0.00	-486.60	593.32	-2,168.42
8	9135-29-7992-5-000-0000	TEST, ILIA	5777 avenue Westminster	Westminster	1000	3.29	0.00	0.00	0.02	0.02	3.33
9	9135-39-3509-0-000-0000	MAYERS, WILLIAM	5766 avenue Westminster	Westminster	1000	-10.42	0.00	0.00	0.00	0.00	-10.42

Files being finalized by City Clerk

Role Number	Name	Address	Street	2010	2009	2008 & before	Interest	Penalty	Total	Postdated Cheques		
1	9237-15-5713-0-000-0000	CITE DE COTE SAINT-LUC	croissant Jean-Ramon, Côte Saint-Luc	Covenantish	9100	559.90	1,340.95	4,454.22	2,519.67	1,283.95	10,158.69	0.00
2	9237-24-4280-3-000-0000	GLADD DEVELOPMENTS LTD	chemin Kildare	Kildare	9100	43.77	1,927.50	6,757.76	3,659.99	1,863.02	14,252.04	0.00
3	9237-25-3528-1-000-0000	GLADD DEVELOPMENTS LTD	croissant Jean-Ramon	Jean-Ramon	9100	9.91	130.13	452.99	254.19	130.06	977.28	0.00
					(3,521.24)	3,398.58	11,664.97	5,956.86	3,875.26	21,374.43	0.00	

Ville de Côte Saint-Luc / City of Côte Saint-Luc
 2009 and 2010 Account Receivables Report - December 14, 2011

Statement of Arrears - 2010 Municipal Taxes / Transfer Duties

Outstanding Amounts

67
 Role Number Name Address Street Grand Total

2010 Over due	2009 Over due	2008 & before Over due	Interest	Penalty	Total	Postdated Cheques
190,651.88	3,456.98	11,664.97	35,807.42	19,336.13	260,917.38	0.00

12/19/2011

CANADA

COURT OF QUÉBEC
(Civil Chamber)

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

NO.:

CITY OF CÔTE SAINT-LUC, a Legal Person established in the public interest having its City Hall located at 5801 Cavendish Boulevard, Côte Saint-Luc, Province of Québec, district of Montréal, H4W 3C3;

Plaintiff

v.

ROSS RIVIERA BABASA, a Natural Person residing at 48~~58~~ Bourret, apartment # 404, Province of Quebec, district of Montreal, H3W 1L2;

DEXTER BUENO POLICARPIO, a Natural Person residing at 3015 Sherbrooke West, apartment # 117, Province of Quebec, district of Montreal, H3Z 1A1;

Defendants

**MOTION TO INSTITUTE PROCEEDINGS
(Section 110 C.p.c)**

IN SUPPORT OF ITS ACTION, PLAINTIFF, THE CITY OF CÔTE SAINT-LUC, RESPECTFULLY SUBMITS THE FOLLOWING:

1 – **On or about November 14, 2009**, property belonging to the City of Côte Saint-Luc (“Plaintiff”) was damaged by a motorist – one Mr. Ross Riviera Babasa (“Babasa”) – on the corner of Cavendish Boulevard and Fleet Road, in the City of Côte Saint-Luc, at 6:27 pm, the whole as per the contents of Police Report # 09-0971114-002 (“the Police Report”), annexed herewith as Exhibit P-1.

2 – That area in question is a major arterial road in the City of Côte Saint-Luc where pedestrians, cyclists, and motorists constantly circulate.

3 – Babasa, while driving a grey 1996 Toyota Camry, license plate no. S23 AAS, lost control of the vehicle and smashed into three of Plaintiff’s cement flower pots (“the Accident”), the whole as per the contents of the Police Report, already annexed herewith as Exhibit P-1.

OUR
COPY

4 – Following the Accident, the SPVM Police who were called on site, determined that the vehicle driven by Babasa was in fact owned by one Mr. Dexter Bueno Policarpio (“Policarpio”), the whole as per the contents of the Police Report, already annexed herewith as Exhibit P-1.

5 – **On or about March 10, 2010**, both Babasa and Policarpio (“Defendants”) were formally invoiced and put in default for the damages which occurred to Plaintiff’s property, for an amount totaling \$4,772.52; the whole as per the letter sent to Defendants by Plaintiff, annexed herewith as Exhibit P-2, and invoice # 2009-000480 annexed herewith as Exhibit P-3.

6 – **On or about May 4, 2010**, Plaintiff, after receiving no response from Defendants, and considering that the Police Report indicated no mandatory third party liability automobile insurance for any of the Defendants, advised the *Société de l’assurance automobile du Québec* (S.A.A.Q.) that the above-stated amount remained unpaid, at which point Plaintiff requested, *inter alia*, the S.A.A.Q. exercise its jurisdiction by suspending the Defendants’ licenses, the whole as more amply described in the letter sent by the Undersigned, to the S.A.A.Q., annexed herewith as Exhibit P-4.

7 – **On or about July 19, 2010**, the S.A.A.Q. communicated to Plaintiff in writing that they will apply the appropriate protocol (while respecting confidentiality) upon Defendants, the whole as per the letter sent by the S.A.A.Q., annexed herewith as Exhibit P-5.

7 – **Up to and until September 7, 2010**, Plaintiff had still received no response from Defendants and thus the Undersigned sent the aforementioned Defendants a letter by bailiff, advising them of their liability to repay the above-stated amount, the whole as per the letter dated September 7, 2010, annexed herewith as Exhibit P-6.

8 – **On or about October 22, 2010**, Plaintiff, after retrieving Babasa’s correct address from Policarpio’s wife, re-issued a letter by bailiff to Babasa in view of collecting the above-stated amount, giving the aforementioned Babasa up to and until November 15, 2011 to pay said debt, the whole as per the letter, annexed herewith as Exhibit P-7.

9 – **On or about November 15, 2010**, Plaintiff agreed to give Babasa an extremely lenient payment plan (“the Agreement”), to repay the above stated amount to Plaintiff on behalf of Defendants, in installments of \$100.00 per month, for 48 months, subject to no interest or additional costs. The Agreement, annexed herewith as Exhibit P-8, is summarized hereunder:

a) Babasa will pay Plaintiff \$100.00, on the first day of each month, starting on December 1, 2010 until the entire debt is repaid.

b) If a single payment is missed, Plaintiff will require immediate payment of the debt in full, and the Agreement will be void.

10 - **On or about November 29, 2010**, Babasa made his first payment of \$100.00 to Plaintiff.

11 - **Up to and until January 14, 2011**, Babasa failed to make his second payment, following which Plaintiff, despite having no obligation to do so, exercised the highest order of good faith by giving Babasa until January 20, 2011, to furnish payment instead of voiding the Agreement and instituting legal proceedings; the whole as per the letter sent to Babasa by the Undersigned, annexed herewith as Exhibit P-9.

12 - **On or about May 5, 2011**, Plaintiff had not yet received Babasa's payment for May, 2011, following which Plaintiff, despite having no obligation to do so, exercised the highest order of good faith by giving Babasa until May 13, 2011, to furnish payment, instead of voiding the Agreement and instituting legal proceedings; the whole as per the letter sent to Babasa by the Undersigned, annexed herewith as Exhibit P-10.

13 - **Up to and until today, July 11, 2011**, Babasa has been in default of the Agreement once again, regarding a new series of his payments owed, as payments for (at least) both June 2011, and July 2011 are in arrears.

14 - Despite Plaintiff's leniency considering that Babasa has now been in default of the Agreement four times (January, May, June, and July 2011) in only 8 months, and considering Plaintiff's numerous attempts to compel Babasa to comply, Plaintiff has no other alternative then to institute proceedings to collect the monies owed.

15 - In accordance with sections 1457 and 1523 CCQ, Defendants are solidarily liable for payment of costs incurred to repair the above-mentioned property belonging to Plaintiff, specifically the total amount of \$4,772.52, as appears in invoice # 2009-000480, dated February 10, 2010, already annexed herewith as Exhibit P-3.

16 - This motion is well founded in fact and law.

WHEREFORE MAY IT PLEASE THIS COURT TO :

GRANT the Plaintiff's Motion to Institute Proceedings;

ORDER the Defendants, Ross Riviera Babasa and Dexter Bueno Policarpio, to solidarily pay the Plaintiff, the City of Côte Saint-Luc, the sum of \$4,772.52 with interest at the legal rate as well as the Special Indemnity as of March 10, 2010, the date Defendants were formally invoiced and put in default;

THE WHOLE with any and all costs pursuant to the present proceedings to be entirely and solidarily borne by Defendants.

Côte Saint-Luc (District of Montreal), July 11, 2011

(s) Jonathan Shecter

Me Jonathan Shecter, LL.B.
Attorney for the Plaintiff

Jonathan Shecter
Certified True Copy

CANADA

COURT OF QUEBEC

(CIVIL CHAMBER)

PROVINCE OF QUEBEC

CITY OF CÔTE SAINT-LUC

(Plaintiff)

DISTRICT OF MONTREAL

v.

FILE NO. 500-22-183501116

ROSS RIVIERA BABASA

-AND-

DEXTER BUENO POLICARPIO

(Defendants)

WHEREAS the City of Côte Saint-Luc sued Ross Riviera Babasa for hitting its lampost on November 15, 2009 for \$4772.52, plus interest, costs, and Special Indemnity ;

WHEREAS both the City of Côte Saint-Luc and Mr. Ross Riviera Babasa wish to settle the lawsuit in good faith .

IT IS AGREED BY BOTH PARTIES AS FOLLOWS :

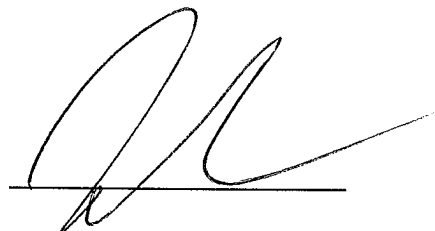
1. Mr. Ross Riviera Babasa agrees to pay the full amount of the debt being \$4772.52, the Judicial Stamp to institute proceedings (\$135.00) as well as any bailiff fees incurred up to a maximum amount of \$500.
2. The parties agree that the Legal rate of Interest (5%) is owed on the amount of the debt of \$4772.52, but no interest is due on the court proceedings fees or the bailiff fees. The City of Côte Saint-Luc further agrees to first reduce the amount of the debt owed with every payment made so that Mr. Babasa can fully benefit from the Judicial Stamp and bailiff fees being interest free.
3. The parties agree that one payment of \$100 is due immediately and must be paid no later than tomorrow, December 15, 2011 at 3 :30 p.m.
4. The parties further agree that a lump sum amount of \$500 is due prior to January 31, 2012, at 4 :00 p.m.

JA
RB
(2490.00)

JA
RB
(2490.00)

5. The parties further agree that the remainder amount is due in monthly installments of \$100, payable on the 5th of each month starting in January of 2012 and ending when the final amount of the debt is paid in full.
6. The parties further agree that if Mr. Ross Riviera Babasa misses even one payment, the full amount of the debt is due, including interest, Special Indemnity and all court costs and Mr. Babasa will lose the benefit of any payment plan. Mr. Babasa further agrees that the City has no obligation to give him any notice if he misses a payment as he is automatically in default.

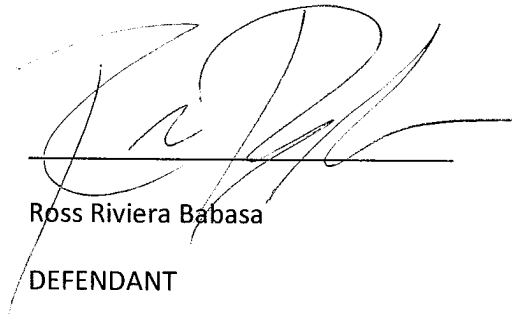
AND BOTH PARTIES HAVE SIGNED BEFORE THE HONOURABLE JUSTICE JULIE VEILLEUX ON THIS 14TH DAY OF DECEMBER 2011.



Jonathan Shecter

ATTORNEY FOR PLAINTIFF,

CITY OF COTE SAINT-LUC



Ross Riviera Babasa

DEFENDANT