

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL HELD ON
MONDAY, JUNE 15, 2015, AT 5801 CAVENDISH BOULEVARD,
CÔTE SAINT-LUC, AT 8:00 P.M.**

PRESENT:

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

ALSO PRESENT:

Ms. Tanya Abramovitch, City Manager
Ms. Nadia DiFuria, Associate City Manager
M^e Jonathan Shecter, City Clerk, acted as Secretary of the meeting

QUESTION PERIOD

The question period started at 8:00 p.m. and finished at 8:44 p.m. Six (6) people asked to speak and they were heard.

1) Jacob Strich, Brittney Rozenblat and Anita Benabou Rozenblat

All three questioners¹ explained that in their view the request to have stacked, more affordable townhouses as part of the Griffith McConnell redevelopment project should be granted. They explained that these types of homes attract young families to Côte Saint-Luc such as newlyweds and families with young children.

Mayor Housefather explained to all three questioners that Council is currently taking the matter (including the arguments raised tonight) under advisement.

Ms. Benabou Rosenblatt inquired in particular as to whether the City could assist in advertising for the project within its publications for which Mayor Housefather clarified that the City cannot use its facilities to favour one developer over another but that many developers, when appropriate, request (and receive) permission to advertise their own projects on their personal, private property.

Ms. Benabou Rosenblatt inquired as to any future zoning for the Manoir Montefiore site since she heard it would be closing. Mayor Housefather explained that the City is sad the residence is closing and was hopeful that it would be a fair transition for its residents. He then explained that the building is currently zoned as an institutional seniors residence.

2) Roberta Anne Capelovitch

The questioner requested that the City consider a proposal concerning flexible pricing for membership to the Eleanor London Côte Saint-Luc Public Library. She then tabled her written proposal with the City Clerk.

¹ Who asked their question separately.

3) Jan Volek

The resident then complained of a dog who requires a muzzle for which Mayor Housefather directed the resident to Director Reichson, the Director of Public Safety, in the audience tonight to inquire what (if anything) could be done.

4) Sylvain Dahan

The resident issued a recommendation to Mayor Housefather to which Mayor Housefather responded that the resident's recommendation would not be acceded to.

5) Dr. Bernard Tonchin

The resident went on record as wishing to express his disappointment with the last resident's recommendation.

The resident then requested more particulars regarding the proposed project of the three first questioners; especially what constitutes *affordable housing* for which Mayor Housefather clarified.

6) Irving Itman

The resident inquired regarding construction to be performed on the Westminster Underpass to which Mayor Housefather responded that the City is still awaiting a traffic plan from C.P. given the lane closures involved with the project. Mayor Housefather also explained that there needs to be someone appropriately trained to direct traffic. He further explained that CP should be doing the first phase of their work this summer.

The resident then inquired as to when the City parking lot would be re-done to which Mayor Housefather responded that he was hopefully expecting sometime this year.

The resident then inquired regarding the status of the 88 keys to which Councillor Cohen responded.

The resident then inquired as to when the waterfall in Yitzchak Rabin Park would be functional to which Mayor Housefather tasked Director Newman to look in to the matter.

The resident then went on record as requesting family-oriented furniture for Yitzhak Rabin park.

The resident then complained regarding a sign at Wavell and Smart which fell over and for which he has yet to receive a response in terms of its replacement for which Mayor Housefather explained that for the mostpart, the City's responses regarding these matters are instantaneous. He then requested that Director Newman follow up on the resident's query.

150612

**CONFIRMATION OF THE MINUTES OF THE REGULAR MEETING OF
COUNCIL DATED MAY 11, 2015 AT 8:00 P.M.**

It was

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

AND RESOLVED:

“THAT the Minutes of the Regular Meeting of Council dated May 11, 2015 at 8:00 p.m. be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

150613

**CONFIRMATION OF THE MINUTES OF THE SPECIAL MEETING OF COUNCIL
DATED JUNE 1, 2015 AT 7:55 P.M.**

It was

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

AND RESOLVED:

“THAT the Minutes of the Special Meeting of Council dated June 1, 2015 at 7:55 p.m. be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

150614

**CONFIRMATION OF THE MINUTES OF THE SPECIAL MEETING OF COUNCIL
DATED JUNE 1, 2015 AT 8:00 P.M.**

It was

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

AND RESOLVED:

“THAT the Minutes of the Special Meeting of Council dated June 1, 2015 at 8:00 p.m. be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

150615

MONTHLY DEPARTMENTAL REPORTS FOR MAY 2015

It was

MOVED BY COUNCILLOR GLENN J. NASHEN
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED:

“THAT the monthly departmental reports submitted for May 2015, be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

150616

TABLING OF THE PERFORMANCE INDICATORS REPORT FOR THE 2014 FISCAL YEAR

The City Clerk confirmed that the performance indicators report for the 2014 fiscal year were tabled at tonight's council meeting by the City Treasurer.

150617

RESOLUTION TO APPROVE THE DISBURSEMENTS FOR THE PERIOD OF MAY 1, 2015 TO MAY 31, 2015

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the attached list of disbursements for the period of May 1, 2015 to May 31, 2015 for a total amount of \$3,730,904.69 in Canadian Funds;

THAT Treasurer's certificate No.15-0118 dated May 7, 2015 has been issued by the City Treasurer attesting to the availability of funds to cover the above-described expenses."
CARRIED UNANIMOUSLY

150618

HUMAN RESOURCES – PUBLIC SECURITY – APPOINTMENT OF MANAGER OF OPERATIONS, PERMANENT POSITION

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the appointment of Philip Chateauvert as Public Security Manager of Operations (management, permanent position) effective April 20, 2015;

THAT Treasurer's certificate number 15-0114 dated June 1, 2015 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."
CARRIED UNANIMOUSLY

150619

HUMAN RESOURCES – PUBLIC WORKS – HIRING OF ARBORICULTURE FOREMAN – MANAGEMENT CONTRACT POSITION

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of Laurence Cloutier-Boucher as an Arboriculture Foreman into a management position, for a fixed term contract of one (1) year, effective from May 4, 2015 to May 9, 2016;

THAT Treasurer's certificate number 15-0112 dated June 1, 2015 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

150620

HUMAN RESOURCES – PURCHASING – HIRING OF JUNIOR LEGAL COORDINATOR – MANAGEMENT, FIXED-TERM CONTRACT

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of Samuel Eichenwald as a Junior Legal Coordinator into a management position, for a fixed-term contract of three (3) months, effective from April 15, 2015 to July 15, 2015;

THAT Treasurer's certificate number 15-0117 dated June 10, 2015 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

150621

HUMAN RESOURCES – PARKS AND RECREATION DEPARTMENT - HIRING OF WHITE COLLAR PART-TIME EMPLOYEES

It was

MOVED BY COUNCILLOR RUTH KOVAC
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of the White Collar, part-time employees whose names are listed on the document entitled "Part-Time Employees – White Collars - Hiring", dated June 2, 2015 and that said employees' term of employment will be as per the conditions of the collective agreement;

THAT Treasurer's certificate number 15-0113 dated June 1, 2015 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

150622

HUMAN RESOURCES – PUBLIC WORKS – EXTENSION OF CONTRACT

WHEREAS Thierry Dhaisne was hired under contract as the Foreman of Roads and Waste Management, in the Public Works Department, for the fixed-term commencing February 2, 2015 and ending April 16, 2015;

WHEREAS the City wishes to extend the fixed-term to January 29, 2016;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves and ratifies the extension of the fixed-term of Thierry Dhaisne's contract as Foreman of Roads and Waste Management, Public Works, to January 29, 2016 as the new end date to the fixed-term;

THAT Treasurer's certificate number 15-0111, dated June 1, 2015, has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

150623

**APPOINTMENT OF COUNCILLOR ALLAN J. LEVINE AS ACTING MAYOR OF
THE CITY OF CÔTE SAINT-LUC – JULY 1, 2015 UP TO AND UNTIL
SEPTEMBER 30, 2015**

It was

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

AND RESOLVED:

"THAT Councillor Allan J. Levine is and shall be named Acting Mayor of the City of Côte Saint-Luc, effective July 1, 2015 up to and until September 30, 2015 inclusively, and further that the aforementioned Councillor Levine shall have and may exercise the powers of the Mayor when the said Mayor is absent or unable to perform the duties of his office."

CARRIED UNANIMOUSLY

150624

**RESOLUTION TO WRITE-OFF OUTSTANDING AMOUNTS FOR INVOICES
PURSUANT TO CITY PARK LAND BEARING LOT NUMBERS 4 670 114,
4 670 116 AND 4 670 136**

WHEREAS pursuant to resolution number 131242 as well as the Deed of Transfer (the "Deed") bearing minute number 39,341 signed by Notary Sheldon Merling and executed on February 21, 2014, lot numbers 4 670 114, 4670 116 and 4 670 136 were transferred to the City of Côte Saint-Luc (the "City");

WHEREAS the aforementioned lots were all transferred to the City in payment of park land fees for purposes of parks and green spaces;

WHEREAS contained within the Deed, there was a clause (the "Clause") which stipulated under the rubric **effective date**:

“that the parties have agreed that notwithstanding the date of execution of the present transfer, such transfer shall be deemed for all legal purposes to have been executed on January 1, 2012”;

WHEREAS there are still outstanding invoices for the calendar year of 2012 as, for technical and clerical reasons, the evaluation department of the City of Montreal was not able to modify the triennial role to fully give effect to the Clause;

WHEREAS the City wishes to give effect to the Clause in its invoicing having as its proper retroactive date being January 1, 2012;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

“THAT the preamble of this resolution shall form an integral part thereof as if cited hereinafter at length;

THAT the Côte Saint-Luc City Council (“Council”) hereby authorizes the City Treasurer or any employee under her care and control to write-off any tax invoices owed on lot numbers 4 670 114, 4 670 116 and 4 670 136 (all of which are designated **park**) so that no tax monies are due as at January 1, 2012 the whole pursuant to the Deed signed by Sheldon Merling dated February 21, 2014 bearing minute number 39,341 and having as a specific condition under the rubric of **effective date**:

“that the parties have agreed that notwithstanding the date of execution of the present transfer, such transfer shall be deemed for all legal purposes to have been executed on January 1, 2012”;

THAT the City Treasurer shall give effect to this resolution forthwith or direct any employee under her care and control to perform same.”

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

150625

**RESOLUTION TO OPPOSE THE DECISION OF CANADA POST TO CEASE
DOOR-TO-DOOR MAIL DELIVERY IN FAVOUR OF COMMUNITY MAILBOXES**

WHEREAS Canada Post has announced its decision to cease door-to-door mail delivery in favor of community mailboxes;

WHEREAS this decision is currently being challenged before the Federal Court in file T-2263-14;

WHEREAS the cities of Montreal, Laval and Longueuil have already announced their intention to intervene in this file to present the municipal point-of-view on this issue;

WHEREAS all municipalities on the island of Montreal have been invited to participate in this action;

CONSIDERING that community mailboxes will be installed on municipal public property;

CONSIDERING that the installation of community mailboxes raises legitimate concerns for our residents regarding accessibility and security, especially for elders and persons with limited mobility;

CONSIDERING that it is in the interest of our residents to oppose the decision of Canada Post;

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the City of Côte Saint-Luc petition the Federal Court to be granted status as intervener in the case of *Canadian Union of Postal Workers vs. Canada Post Corporation* (T-2263-14);

THAT an amount of \$5,000, plus applicable taxes be authorized to be spent in legal fees in order to be granted said intervener status;

THAT the lawfirm of Bélanger Sauvé, LLP, be mandated to represent the legal interests of the City of Côte Saint-Luc in the above-captioned matter.”
CARRIED UNANIMOUSLY

150626

PROPOSED REVERSAL OF ENBRIDGE’S LINE 9B – RESOLUTION IN SUPPORT OF THE AFFECTED MUNICIPALITIES AS WELL AS OF THE NATIONAL ENERGY BOARD (NEB) WITH RESPECT TO REQUESTING HYDROSTATIC TESTING

WHEREAS Enbridge intends to reverse the flow of Line 9B;

WHEREAS the pipeline is over 40 years old and its capacity is scheduled for expansion to transport more than 300,000 barrels per day of crude oil extracted from oil sands, therefore being more abrasive;

WHEREAS this pipeline passes through numerous municipalities and urbanized areas;

WHEREAS a break in the pipeline would have significant negative consequences for the affected communities;

WHEREAS hydrostatic testing would allow those conducting said testing to gain accurate knowledge of the pipeline’s overall condition, thus reducing the risks of environmental accidents;

WHEREAS the National Energy Board (NEB) is authorized to request Enbridge to perform hydrostatic testing on Line 9B;

WHEREAS the City of Côte Saint-Luc supports the municipalities where Line 9B passes through;

WHEREAS it is necessary to protect the environment and hydrostatic testing would be key to meeting this objective;

WHEREAS by performing these tests, Enbridge would act as a good corporate citizen and in the collective interest;

It was

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

AND RESOLVED:

“TO support the municipalities affected by the proposed reversal of Enbridge’s Line 9B; and

TO support the National Energy Board (NEB) with respect to requesting Enbridge to perform hydrostatic testing.”
CARRIED UNANIMOUSLY

150627

MOTION IN SUPPORT OF BILL NO. 44 AND PROPOSED AMENDMENTS

WHEREAS motions have been adopted to ask the Quebec government to impose the same restrictions on electronic cigarettes as those imposed on tobacco products, as well as to revise the *Tobacco Act* in order to enlarge the definition of public places where smoking is prohibited and to adopt measures susceptible in preventing smoking amongst youths;

WHEREAS May 5, 2014, the delegated minister of Public Health, Miss Lucie Charlebois, deposited Bill no. 44 entitled *An Act to bolster tobacco control*;

It was

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

AND RESOLVED:

“THAT the City Council recognizes that Bill no. 44 represents a major advancement in the fight against smoking;

THAT the City Council emphasizes its support of these changes, including imposing the same restrictions on electronic cigarettes as those imposed on tobacco products, enlarging the definition of public places where smoking is prohibited to now include: terraces of restaurants and bars; prohibiting the sale of flavored tobacco products and prohibiting smoking in vehicles when minors of 16 years or younger are present;

THAT the City Council asks the Quebec government to amend Bill no. 44 so that the ban on smoking in public places also applies to children’s playgrounds, sports fields, parks and public beaches;

THAT the City Council asks the Quebec government to address the problematic packaging of tobacco products, like Australia has already done and eventually Ireland and the United Kingdom will do, so that the packaging is neutral;

THAT the City Clerk be mandated to transmit a copy of this motion to the delegated minister of Public Health, Miss Lucie Charlebois, and to the member of the Quebec National Assembly which represents the City of Côte Saint-Luc, Mr. David Birnbaum.”

CARRIED UNANIMOUSLY

150628

NOTICE OF MOTION – BY-LAW 2454 TO BE ENTITLED: “BY-LAW 2454 CREATING THE FEE SCHEDULE FOR CULTURAL, SPORTS AND LEISURE ACTIVITIES FOR THE FALL AND WINTER 2015-2016”

Councillor Mitchell Brownstein gave Notice of Motion that By-Law 2454 to be entitled: “By-law 2454 creating the fee schedule for cultural, sports and leisure activities for the fall and winter 2015-2016” will be presented at a later meeting for adoption.

150629

RESOLUTION TO WAIVE THE READING OF BY-LAW 2454 TO BE ENTITLED: “BY-LAW 2454 CREATING THE FEE SCHEDULE FOR CULTURAL, SPORTS AND LEISURE ACTIVITIES FOR THE FALL AND WINTER 2015-2016”

WHEREAS, the above captioned by-law was given to members of Council on Friday, June 12, 2015;

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

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT the Council of the City of Côte Saint-Luc unanimously waives the reading of By-Law 2454 to be entitled: “By-law 2454 creating the fee schedule for cultural, sports and leisure activities for the fall and winter 2015-2016” when it will be presented for adoption, the whole in accordance with the law.”
CARRIED UNANIMOUSLY

150630

IT – PURCHASE OF A NETWORK SWITCH

WHEREAS the City of Côte Saint-Luc (“City”) needed to add a Catalyst, 48-port switch device to its network as an emergency expenditure;

WHEREAS the City received multiple quotations for same and accepted the lowest conforming of them given by CDW Canada Inc.;

It was

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

AND RESOLVED:

“THAT the City Council (“Council”) hereby confirms and ratifies the emergency purchase of a 48-port switch and three (3) month warranty from CDW Canada Inc. in the amount of \$7,082.15, plus applicable taxes;

THAT the Council hereby approves, confirms and ratifies the borrowing of funds pursuant to a non-interest-bearing loan from the City’s Working Fund for this expenditure;

THAT the City shall provide, every year, out of its general fund, a sum sufficient to repay the loan, in capital, back into the City's Working Fund;

THAT the term of repayment of this loan shall not exceed five (5) years;

THAT Treasurer's Certificate 15-0104 has been issued by the City Treasurer on May 8, 2015 attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

150631

AUTHORIZATION TO SETTLE WITH KYRIOU KALLIOPE

WHEREAS Kyriou Kalliope is the owner of 5639 Smart Avenue, Côte Saint-Luc (the "Resident");

WHEREAS on May 14, 2015, an incident occurred at 5639 Smart Avenue, Côte Saint-Luc, for which the Resident is claiming damages ("the Incident");

WHEREAS the parties wish to amicably resolve any and all damages arising from the Incident which allegedly occurred on May 14, 2015, for which an amount of \$2,356.99 would be paid by the City to the Resident for the Incident;

It was

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

AND RESOLVED:

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

THAT should the matter not exceed the City's insurance deductible, the Côte Saint-Luc City Council ("Council") hereby accepts to settle the Incident for an amount of \$2,356.99, including all applicable taxes, to cover the costs of cleaning the property located at 5639 Smart Avenue, Côte Saint-Luc, Québec, allegedly damaged on May 14, 2015;

THAT the Director of Claims and Litigation, the Coordinator of Claims Litigation and Collections or either of the City's General Counsel be and is hereby authorized to sign any document giving effect to the foregoing;

THAT Treasurer's Certificate 15-0120 has been issued by the City Treasurer on June 11, 2015 attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

150632

PUBLIC WORKS – AWARDING OF CONTRACT FOR TREE CUTTING, PRUNING, AND CABLING SERVICES (C-37-15)

WHEREAS the City of Côte Saint-Luc ("City") issued a first-round, Invited Tender (numbered) C-29-15 for tree cutting, pruning, and cabling services for the 2015 season, with an option, at the City's sole discretion, for the 2016 season, and received no bids;

WHEREAS the City issued a second-round, Invited Tender (numbered) C-37-15 for the same matter, and received one conforming bid, being that of Élagage Prestige Inc.;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

“THAT the Côte Saint-Luc City Council (“Council”) hereby confirms and ratifies the cancellation of Invited Tender C-29-15;

THAT Council hereby awards a contract to Élagage Prestige Inc., the sole conforming bidder, for tree cutting, pruning, and cabling services for the 2015 season pursuant to the terms of Invited Tender C-37-15, and the parties’ negotiated unit prices, said contract for a maximum amount of \$66,000.00, plus applicable taxes;

THAT Council hereby reserves its rights, without obligation, to exercise the 2016 option year at a future meeting of Council on the unit prices negotiated or to be further negotiated with the sole conforming bidder;

THAT Treasurer Certificate 15-0116 dated June 10, 2015 has been issued by the City Treasurer attesting to the availability of funds to cover the above-described expenses in the 2015 season.”
CARRIED UNANIMOUSLY

150633

**PURCHASING – HVAC PREVENTATIVE MAINTENANCE CONTRACTS WITH
AIR TECHNOLOGIES PLUS INC.**

WHEREAS the City of Côte Saint-Luc (“City”) wishes to grant Air Technologies Plus Inc. preventive maintenance contracts for its HVAC systems for six (6) of its City facilities;

It was

MOVED BY COUNCILLOR SAM GOLDBLOOM
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the Côte Saint-Luc City Council (“Council”) approves the granting of six (6), separate 12-month HVAC preventive maintenance contracts with Air Technologies Plus Inc, to cover the six (6) City facilities mentioned in such contracts, for the period starting January 1, 2015 and ending on December 31, 2015 and on such terms as shall be negotiated and/or approved by the City’s General Counsel, in an amount (for all six contracts) not to exceed \$12,843.00, plus applicable taxes;

THAT any one of the City’s General Counsel shall be authorized to sign the aforesaid contracts on behalf of the City;

THAT Treasurer’s Certificate TC 15-0097 (#2) has been issued by the Treasurer on May 14, 2015 attesting to the availability of funds to cover the above-described expenses.”
CARRIED UNANIMOUSLY

150634

PUBLIC WORKS - RECREATION FACILITIES – PURCHASE OF SCISSOR LIFT

WHEREAS the City of Côte Saint-Luc (“City”) needs to purchase a scissor lift and procured several quotations for same;

It was

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

AND RESOLVED:

“THAT the Côte Saint-Luc City Council (“Council”) hereby approves the purchase of a scissor lift from Cisolift Distribution Inc., the lowest conforming bidder, pursuant to supplier quotation #5455 in the amount of \$16,625.00, plus applicable taxes, including transportation;

THAT the Council hereby approves the borrowing of funds pursuant to a non-interest-bearing loan from the City’s Working Fund for the cost of the scissor lift, excluding transportation;

THAT the City shall provide, every year, out of its general fund, a sum sufficient to repay the loan, in capital, back into the City’s Working Fund;

THAT the term of repayment of this loan shall not exceed five (5) years;

THAT Treasurer’s Certificate 15-0119 has been issued by the City Treasurer on June 11, 2015 attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

150635

PURCHASING – BID WEIGHTING AND EVALUATION SYSTEM FOR PROFESSIONAL SERVICES FOR FINANCE MANDATES

WHEREAS the City of Côte Saint-Luc (“City”) intends to issue one or more calls for tenders for professional financial services in the 2015 calendar year for Finance, Accounting, Auditing, Grants and Subsidies and/or Taxation Mandates, Contracts or Projects (collectively, “Finance Mandates”) for the City;

WHEREAS the selection committee for such Finance Mandates was approved for 2015 by the City Council on or around February 9, 2015 (as per Subsection 4 of Annex A to that Resolution numbered 150242);

WHEREAS prior to issuing any call(s) for tender for professional services in respect of such Finance Mandates, the City must first approve the system of bid weighting and evaluating in virtue of the *Cities and Towns Act* to be used to evaluate the eventual professional services bids;

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

THAT the Preamble hereto shall form an integral part hereof as if recited herein at length;

THAT the system of Bid Weighting and Evaluating to be used for evaluating the eventual bids received pursuant to any call(s) for tender issued by the City seeking professional services in the 2015 year for Finance Mandates (to be interpreted broadly) shall be as per Annex A hereto, incorporated herein by this reference as if recited at length.”

CARRIED UNANIMOUSLY

150636

LEGAL AND URBAN DEVELOPMENT – ADOPTION OF AN OFFER TO PURCHASE AGREEMENT FOR THE TRIANGULAR LOT² BEHIND THE CSL SHOPPING CENTRE

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED:

“THAT the City, as Vendor, be and is hereby authorised to enter into an Offer to Purchase Agreement (“Agreement”) attached hereto as Annex B, which Agreement is hereby approved and adopted, and this with First Capital Acquisition Corporation (“First Capital”) as the Purchaser, in respect of the lot described in Annex B or the price of \$20 per square foot, for a total of \$57,406.00 (plus any applicable taxes);

THAT this Agreement shall be subject to the condition that First Capital execute deeds of real servitude on satisfactory terms with, respectively, this City, the Agglomeration of Montreal, Hydro Quebec and any other appropriate third party;

THAT any one of: the City’s General Counsel, the City Manager or the Associate City Manager be and is hereby authorised to sign this Agreement on the City’s behalf on the terms contained in the Agreement or on such other terms any one of them may deem appropriate;

THAT furthermore, any one of the aforementioned parties be and is hereby authorized to execute one or more Deeds of Sale and Servitude at the appropriate times on terms that any one of them shall deem appropriate, in order to give full effect hereto.”

CARRIED UNANIMOUSLY

150637

PURCHASING – SIGNING OF SERVICE AGREEMENT WITH THE CENTRE DE SERVICES PARTAGÉS DU QUÉBEC FOR THE DISPOSITION OF CITY PROPERTY, ETC.

WHEREAS from time to time, the City of Côte Saint-Luc (“City”) may wish to take advantage of the Centre de Services Partagés du Québec’s (“CSPQ”) disposition of property services for the disposition of this City’s unwanted, unneeded or obsolete (movable) property;

WHEREAS in order to do so, the City must adhere to the CSPQ’s Service Agreement (“Agreement”) which only binds the City when it selects to use this CSPQ service;

² A portion of lot 1 054 586

It was

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

AND RESOLVED:

“THAT the Côte Saint-Luc City Council (“Council”) hereby authorises the entering into and execution of the Agreement, and furthermore authorizes any one of the City’s General Counsel to sign the Agreement on behalf of the City on its stated terms or on such other terms that she deems appropriate;

THAT Council hereby authorizes the use of such CSPQ’s services from time to time when the Director of the relevant City Departments shall deem it appropriate for the disposition of unwanted, unneeded or obsolete City (movable property) under his/her department’s control, and authorizes the payment of the CSPQ’s fees for using this service at the relevant time(s), and the deposit of all net proceeds of sale into the City’s coffers.”

UNANIMOUSLY ADOPTED

150638

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION
PROGRAMS (SPAIP) – 5643 WOLSELEY – CITY OF CÔTE SAINT-LUC**

It was

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

AND RESOLVED:

“THAT the site planning and architectural integration programs received April 8, 2015 showing the replacement of the Demolition Committee’s approved design for the construction of a detached, single-family dwelling on lot 5349093 at 5643 Wolseley and prepared by Missysl Design, designer; for the Planning Advisory Committee meeting of April 14, 2015, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”

CARRIED UNANIMOUSLY

150639

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION
PROGRAMS (SPAIP) – 5800 CAVENDISH – YOGA B.E.A.R – CITY OF
CÔTE SAINT-LUC**

It was

MOVED BY COUNCILLOR RUTH KOVAC
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT the Côte Saint-Luc City Council approves the site planning and architectural integration programs received April 2, 2015 showing the installation on the metal fascia of an illuminated channel letters sign and logo at the back of the Cavendish mall - located on lot 4596048, at 5800 Cavendish. The said sign was prepared by Enseignes Montréal Néon, architect, for the Planning Advisory

Committee meeting of April 14, 2015 said approval being according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”
CARRIED UNANIMOUSLY

COUNCILLOR DIDA BERKU ENTERED THE MEETING

150640

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION
PROGRAMS (SPAIP) – 5854-5880 KELLERT – CITY OF CÔTE SAINT-LUC**

It was

MOVED BY COUNCILLOR RUTH KOVAC
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT the site planning and architectural integration programs received December 19, 2014 showing a sign identifying the name and address of the townhouse complex on lot 4574826 at 5854-5800 Kellert and prepared by Syndicate of Centerpoint North Co-ownership, owners; for the Planning Advisory Committee meeting of April 14, 2015, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”
CARRIED BY THE MAJORITY OF VOTES WITH COUNCILLOR STEVEN ERDELYI DISSENTING

150641

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION
PROGRAMS (SPAIP) – 6010 DAVID LEWIS – CITY OF CÔTE SAINT-LUC**

It was

MOVED BY COUNCILLOR RUTH KOVAC
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

“THAT the site planning and architectural integration programs received April 8, 2015 showing modifications to the front and rear elevations by the addition of a mezzanine floor level to a semi-detached single-family dwelling on lot 2091394 at 6010 David Lewis and prepared by Mr. R. Moskovic, architect; for the Planning Advisory Committee meeting of April 14, 2015, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”
CARRIED UNANIMOUSLY

150642

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION
PROGRAMS (SPAIP) – 8036 GUELPH – CITY OF CÔTE SAINT-LUC**

It was

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

AND RESOLVED:

“THAT the site planning and architectural integration programs received March 5, 2015 showing modifications to the front elevation of an existing, detached single-family dwelling on lot 1052981 at 8036 Guelph and prepared by Mr. R. Cyr, architect for the Planning Advisory Committee meeting of April 14, 2015, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”

CARRIED UNANIMOUSLY

150643

**URBAN PLANNING – MINOR EXEMPTION – 5800 CAVENDISH – YOGA
B.E.A.R. – CÔTE SAINT-LUC**

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 5800 Cavendish, Lot 4596048, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow the installation of an illuminated-letters sign and logo with a total area of 3.25 square metres (35 square feet) and a height of 1,11 metres (43.75 inches.) instead of the maximum total allowable area of 1,85 square metres (20 square feet) and a maximum allowable height of 76,2 centimetres (30 inches). The foregoing is in accordance with the provisions of the Zoning by-law No. 2217, articles 9-3-2 and 9-4.”

CARRIED UNANIMOUSLY

150644

URBAN PLANNING – MINOR EXEMPTION – 5843 SMART – CÔTE SAINT-LUC

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 5843 Smart, Lot 1052057, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow an existing, semi-detached, single-family dwelling built in 1956 under permit no. 168, to have:

- a. A secondary front setback facing Smart Avenue of 2,72m, (8.92') instead of the minimum required secondary front setback of 4,57m (15.0"). The foregoing is in accordance with the provisions of Zoning by-law 2217, Annex “B” (Zone RU-42); and
- b. An existing driveway located on the side of the dwelling at 0m (0'-0") from the north-west side land (property) line instead of the minimum required distance of 0,6m (2'-0") from said land (property) line. The foregoing is in accordance with the provisions of Zoning by-law 2217, article 7-2-3.”

CARRIED UNANIMOUSLY

150645

**URBAN PLANNING – MINOR EXEMPTION – 7919 GUELPH –
CÔTE SAINT-LUC**

It was

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

AND RESOLVED:

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 7919 Guelph, Lot 1053156, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow an existing, single-family, detached dwelling built in 1954 under permit no. 59, to have a secondary front setback facing McMurray of 3,81m (12.5') instead of the minimum required secondary front setback of 4,57m (15.0'). The foregoing is in accordance with the provisions of Zoning By-law 2217, Annex “B” (zone RU-21).”
CARRIED UNANIMOUSLY

150646

**URBAN DEVELOPMENT – PROFESSIONAL SERVICES FOR THE
REDEVELOPMENT OF TRUDEAU PARK (C-24-15)**

WHEREAS the City of Côte Saint-Luc (the “City”) issued a public call for tenders under Tender No. C-33-15 for Professional Services for the Redevelopment of Trudeau Park;

WHEREAS at its February 9, 2015 Council Meeting, the Côte Saint-Luc City Council adopted Resolution number 150242 appointing a Selection Committee for said tender as well as approving a Bid Weighing System for same;

WHEREAS the City received three conforming bids pursuant to the Bid Weighting System;

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT the Preamble hereto shall form an integral part hereof as if recited at length;

THAT pursuant to the terms of Tender C-33-15, the City Council hereby awards a professional services contract for the redevelopment of Trudeau Park, in the amount of \$171,684.81, plus applicable taxes, to Stantec Experts-conseils Ltee., being the bidder with the highest total score pursuant to the Bid Weighting System, and therefore deemed the lowest conforming bidder at law;

THAT Treasurer Certificate TC-15-0121 dated June 12, 2015 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

150647

**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 may be held in July 2015 for which members of the municipal council shall establish the stance that it wishes to take;

It was

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

AND RESOLVED:

“THAT Council take the following stance in view of any Agglomeration Council meetings to be held in July 2015 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 July 2015 based on the information to be presented during those meetings.”

CARRIED UNANIMOUSLY

SECOND QUESTION PERIOD

The second question period started at 9:37 p.m. and finished at 10:00 p.m. Five (5) people asked to speak and they were heard.

1) Irving Itman

The resident inquired regarding agenda item **10c** concerning the Maintenance of the Fire Station located in Côte Saint-Luc, specifically, as to whether the City is reimbursed for its costs to which Mayor Housefather responded that indeed, the City gets paid rent from the Agglomeration of the City of Montreal.

The resident then inquired regarding item **10b**, in particular, the most recent hiring of the arbicultural foreman and whether said individual can verify City trees to ensure that all is in order to which Mayor Housefather responded that this matter actually forms part of her tasks.

The resident then inquired as to whether the City of Côte Saint-Luc is directly impacted by the reversal of the Enbridge line 9b (agenda item **7d**) to which Mayor Housefather responded that the City was not but that it supported those cities who were indeed directly affected.

The resident then sought more particulars for Item **7c** concerning the City's decision to oppose Canada Post to cease door-to-door mail for which Mayor Housefather explained that Canada Post plans to gradually cease door-to-door service and that they currently started ceasing said service in Point-Claire, Dorval as well as other West Island cities. Mayor Housefather specified that they have not yet planned to cease door-to-door service in Côte Saint-Luc. He then further specified that the cities within the Agglomeration of Montreal are agreeing to be part of the larger lawsuit (contesting Canada Post's decision) in order to take a common front. Mayor Housefather was also hopeful that political will may also change Canada Post's decision.

2) Sylvain Dahan

The resident sought particulars regarding the awarding of a contract for the redevelopment of Trudeau Park, in particular, agenda item **12.3**. Mayor Housefather clarified that the expenses of \$171,684.81 awarded tonight was for professional services. The resident then stated that, in his view, the project will cost several million dollars and that this is too cost-prohibitive for this park. He further stated that the City should spend less monies on this project to ensure that its municipal taxes are lower considering – in his personal view – they have increased too much each year. Mayor Housefather explained that the costs in question were subject to a loan by-law which qualified voters had the opportunity to vote on and which was ultimately approved by them. Mayor Housefather then further specified that the City had always been very fiscally prudent on its municipal taxation increases and has not increased taxes over the rate of inflation in recent years and this, despite certain additional financially-onerous obligations put on cities. Mayor Housefather further clarified that a tax increase is calculated by the average home (as Municipal Assessors assess property's evaluation increases differently) so some homes may have had tax bills increased more than others (which is outside the control of a municipal council).

3) Rhoda Albert

The resident then inquired regarding agenda item **11b** concerning the sale of a portion of City land and inquired as to whether that portion of City Land could house the City's snow dump to which Mayor Housefather responded that it could not.

4) Roberta Anne Capelovitch

The questioner went on record as supporting door-to-door mail services and called upon Mayor Housefather to propose a *national solution* to the problem for which Mayor Housefather clarified that the City of Côte Saint-Luc itself must look at its

own particular situation when assessing the problem (vs. crafting out solutions that could be imposed by the Federal Government nationwide).

5) Dr. Bernard Tonchin

The resident went on record as congratulating Mayor Housefather regarding his personal intervention to succeed in the temporary reversal of the decision to close the René Cassin drop-in centre. He explained that the patients in question should not be bothered from their routine part of which, was using this drop-in service and that there is a legitimate need for this service. Mayor Housefather explained that hopefully, this service will remain.

150648

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 10:00 P.M. MAYOR HOUSEFATHER DECLARED THE MEETING
ADJOURNED.**

ANTHONY HOUSEFATHER
MAYOR

JONATHAN SHECTER
CITY CLERK

LIST OF ANNEXES		
Resolution number	Corresponding Annex ³	Document
150635	Annex A	BID WEIGHTING AND EVALUATION SYSTEM - PROFESSIONAL SERVICES (FINANCIAL SERVICES)
150636	Annex B	PURCHASE AGREEMENT FOR THE TRIANGLE LOT BEHIND THE CSL SHOPPING CENTRE

³ As indicated (where applicable) by the staff member who prepared the resolution.

Annex A (06/15/2015) Annexe A

Bid Weighting and Evaluation System - Professional Services (Financial Services) To Determine Average Interim Score:	Scale	Score (or Range Where Indicated)			
		Exceptional	Adequate to Superior	Insufficient	Score given
Name of Bidder: _____	MAXIMUM POINTS POSSIBLE				
1. Expertise, Experience & Reputation of Bidder:					
1.1 Prior expertise & experience in providing similar services to the City and/or other municipalities and public/parapublic bodies in Quebec during the last 5 years	20	17-20	12-16	0-11	
1.2 Minimum ten (10) references of clients in Quebec (including the City, where appropriate, to count as (1) reference only) on similar projects in the past 5 years, including the contract amount and degree of completion	10	9-10	7-8	0-6	
SubTotal 1	30				
2. Team's competence:					
2.1 Professional accreditation, and experience in Quebec in similar projects in the municipal and public/parapublic sector, of both the partner accountant and the team manager for the to be dedicated to the City's audit during the City's mandate (both, must be dedicated to the audit throughout its duration)	15	13-15	11-12	0-10	
2.2 The experience and professional accreditations of other team members / junior members in the municipal or public/parapublic sector in similar projects	10	9-10	7-8	0-6	
2.3 Workforce continuity capacity and replacement/succession plan	5	5	3-4	0-2	
SubTotal 2	30				
3. Comprehension:					
3.1 Understanding of expectations and the scope of the project and scheduling/timeline for deliverables	15	13-15	11-12	0-10	
SubTotal 3	15				
4. Organization and Methodology:					
4.1 Organization of the project, efficiency, meeting deadlines and respecting the law and City's change orders procedures and other policies and procedures	10	9-10	7-8	0-6	
4.2 Quality assurance program	5	5	3-4	0-2	
4.3 Use of methods, technology, equipment and advanced materials, how to recommend and implement (new or improved) internal financial controls, etc.	5	5	3-4	0-2	
SubTotal 4	20				
5. Other considerations:					
5.1 Clarity of the service offer, general presentation, competency of the team to be dedicated to the City and to communicate verbally and in writing in both official languages, etc.	5	5	4	0-3	
SubTotal 5	5				
TOTAL INTERIM POINTS	100				
* Note to Bidders re Sections 1 and 2: City and other client experiences with Bidder, Bidder's reputation, and the like will be taken into account in these criteria.					
FOR INTERNAL USE ONLY (complete one sheet per bidder) : Tender No: _____ Brief Description of Project: _____ Date: _____ Total Interim Points Given by Evaluator (out of a possible 100): _____ I solemnly declare that I evaluated this offer ethically and impartially, and have no actual, apparent or potential reason to prefer one bidder over another. Printed Name of Evaluator: _____ Signature: _____					

Annex A (06/15/2015) Annexe A

Système de pondération et d'évaluation des services professionnels (Service de Finance) Pour déterminer le pointage intérimaire moyen :	Échelle	Pointage (ou échelle, le cas échéant)			
		Exceptionnel	Adéquat à Supérieur	Insuffisant	Pointage accordé
Nom du soumissionnaire: _____	MAXIMUM DE POINTS POSSIBLE				
1. Expertise, expérience & réputation du soumissionnaire					
1.1 Expérience & expertise préalables dans la fourniture de services similaires à la Ville et/ou à d'autres municipalités et organisations publiques/parapubliques au Québec pendant les 5 dernières années	20	17-20	12-16	0-11	
1.2 Minimum dix (10) références des clients au Québec (y compris la Ville, le cas échéant, pour compter comme (1) référence seulement) concernant des projets similaires réalisés dans les 5 dernières années, y compris le montant du contrat et le degré d'achèvement	10	9-10	7-8	0-6	
Sous-total 1	30				
2. Compétence de l'équipe					
2.1 Les accréditations professionnelles, et l'expérience au Québec dans des projets similaires, dans le domaine municipal, public/parapublic, tant pour le comptable partenaire et le gérant de l'équipe à être dédié à la vérification de la Ville pendant le mandat de la Ville (les deux doivent se dédier au projet pendant toute sa durée)	15	13-15	11-12	0-10	
2.2 L'expérience et leurs accréditations professionnelles des autres membres de l'équipe/membres juniors dans le domaine municipal ou public/parapublic dans des projets similaires	10	9-10	7-8	0-6	
2.3 La relève de la main d'œuvre et le plan de remplacement/succession	5	5	3-4	0-2	
Sous-total 2	30				
3. Compréhension					
3.1 Compréhension des attentes et de la portée du projet ainsi que l'échéancier/calendrier des travaux	15	13-15	11-12	0-10	
Sous-total 3	15				
4. Organisation et méthodologie					
4.1 Organisation du projet, efficacité, respect des délais, des lois et des procédures de la Ville concernant les ordres de changement ainsi que de toute autre politique et procédure	10	9-10	7-8	0-6	
4.2 Programme d'assurance de la qualité	5	5	3-4	0-2	
4.3. Utilisation de méthodes, technologies, équipements et matériels de pointe, manière de recommander et implanter des (nouveaux ou meilleurs) contrôles financiers internes, etc.	5	5	3-4	0-2	
Sous-total 4	20				
5. Autres considérations					
5.1 Clarté de l'offre de service, présentation générale, les compétences de l'équipe à être dédié à la Ville et de communiquer verbalement et en écrit dans les 2 langues officielles, etc.	5	5	4	0-3	
Sous-total 5	5				
POINTAGE INTÉRIMAIRE TOTAL	100				
* Note pour les soumissionnaires concernant les Sections 1 et 2 : l'expérience de la Ville et d'autres clients avec le soumissionnaire, ainsi que sa réputation, seront prises en considération pendant l'évaluation de ces critères.					
POUR L'USAGE INTERNE (compléter une fiche par soumissionnaire) :					
Appel d'offres no. : _____		Courte description du projet : _____			
Date: _____		Pointage intérimaire total accordé par l'évaluateur (sur un maximum possible de 100): _____			
Je déclare solennellement avoir jugé cette offre de façon éthique et avec impartialité, et n'ont aucune raison réelle, apparente ou potentielle à préférer un certain soumissionnaire.					
Nom (en caractères d'imprimerie) de l'évaluateur: _____		Signature : _____			

Annex B (06/15/2015) Annexe B

OFFER OF PURCHASE AGREEMENT ENTERED INTO AT CÔTE SAINT-LUC (QUEBEC) EFFECTIVE THE ____ DAY OF
2015 ("Agreement")

BETWEEN:

THE CITY OF CÔTE SAINT-LUC, a municipality organized and existing under the laws of Quebec, and having its city hall at 5801 Cavendish Blvd., Côte Saint-Luc, Quebec H4W 3C3

"City" or "Vendor"

AND:

CORPORATION FIRST CAPITAL ACQUISITION/ FIRST CAPITAL ACQUISITION CORP., an enterprise registered and existing under the laws of Quebec, having its place of business within the City and District of Montreal at 2620 rue de Salaberry, Montreal, Quebec H3M 1L3, and being represented herein by

its authorized signing officer as (s)he so declares;

"Purchaser"

WHEREAS, the Vendor, hereby offers to sell to the Purchaser, for the price and subject to the terms and conditions hereinafter set forth the Property described in Section 2 below; and

The Purchaser agrees to purchase said Property pursuant to the terms of this Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PREAMBLE

The preamble of this Agreement shall form an integral part hereof as if recited at length herein.

2. DESCRIPTION

2.1. The Property consists of a portion of City-owned property currently cadastred as lot no. 1 054 586, representing approximately two thousand eight hundred and seventy point three (2,870.3) square feet, identified in the Plans of the Property (attached as Annex A). If the Property is not presently a single cadastral lot, it will be separately surveyed and cadastred by and at the sole expense of the Purchaser. For further clarity, the Property is adjacent to the principal commercial property, commonly known as the Côte Saint-Luc Shopping Centre, owned by the Purchaser and identified under civic address 7001-7125 Côte Saint-Luc Road, Côte Saint-Luc (QC) ("Principal Property").

2.2. Adjustments may be made, if necessary, pending receipt of the Purchaser's surveyor's report attesting to the accurate dimensions of the Property.

3. PURCHASE PRICE AND DEED OF SALE

3.1. The purchase price for the Property is the total agreed amount of \$20.00/sq.ft. for a total purchase price of fifty seven thousand four hundred and six Canadian dollars \$57,406.00 CDN (plus GST and QST if the Purchaser is an individual) ("Purchase Price"). This Purchase Price is compatible with the 2014 municipal evaluation for the Principal Property. The Purchase Price shall be adjusted accordingly if the dimensions of the Property are modified pursuant to Section 2.2.

3.2. On the date set forth in Paragraph 3.7, the Purchaser shall remit a deposit by certified cheque payable to the order of "The City of Côte Saint-Luc" equal to Ten Thousand Dollars (\$10,000.00) (plus GST and QST if the Purchaser is an individual) ("Deposit"). The Deposit indicates the Purchaser's serious and good faith intention to promptly close this sale in accordance with the terms hereof. In the event that the Purchaser does not fully comply with the terms hereof, the full Deposit shall be forfeited to and retained by the City as the City's non-refundable liquidated damages and the City shall not be obligated to perform any of its obligations or undertakings hereunder including any requirement to close the sale. However, should the City decide to not close this sale for any reason, in its discretion, the full Deposit shall be refunded to the Purchaser without interest.



- 3.3. At the time of Closing, the Purchaser shall, at the Purchaser's sole expense, remit to its notary, by a certified cheque payable to the notary "in trust" or wire transfer, the sum of the Purchase Price less the amount of the Deposit previously paid to the City pursuant to Paragraph 3.2. The notary shall confirm to the City that the proceeds of sale have been received and are deposited "in trust" by him or her and shall retain said sum solely for the benefit and behalf of the Vendor until the Deed of Sale (described and defined in Paragraph 3.5) in respect of the Property has been mutually signed and duly published and entered into the land register, which the notary shall carry out promptly, and at which time said sum shall be disbursed in full to the Vendor.
- 3.4. The parties agree to sign a notarized deed of sale drawn up in English ("Deed of Sale") incorporating all of the terms of this Agreement, within 30 days of the later of: (a) the subdivision by the Purchaser of the Property as a separately cadastred lot, if required, or (b) the acceptance or deemed acceptance by the Purchaser of this Offer (see Paragraph 3.7). Signature shall take place before the Purchaser's notary, at the offices of the Vendor. The Deed of Sale shall transfer ownership of the Property to the Purchaser in consideration of payment of the Purchase Price, shall incorporate all of the terms hereof, and waive all Vendor liabilities and warranties.
- 3.5. Notwithstanding anything to the contrary herein or in the Deed of Sale, clear title and possession of the Property shall be delivered to the Purchaser only as at the date and time that the Purchase Price has been paid in full to the Vendor, and the Purchaser hereby warrants the notary's obligation to disburse the Purchase Price to the Vendor. This clause shall survive the Deed of Sale and be separately enforceable by the City.
- 3.6. The Purchaser and its agents shall be permitted within thirty calendar (30) days after the signature by the Vendor of this Agreement (the "Acceptance Date") (such 30-day period being referred to as the "Examination Period"), to conduct such examinations and inspections in respect of the Property as the Purchaser shall elect to conduct or have conducted and in connection therewith the Purchaser and its agents shall be permitted to enter upon the Property, with equipment if necessary, for the purposes of inspecting or surveying the Property or making tests of any nature whatsoever. Should the Purchaser, in its sole and absolute discretion, determine during the Examination Period that it requires a Phase II environmental inspection in respect of the Property, it shall have the right to extend the Examination Period by an additional period of fifteen (15) days in order to complete its inspections and examinations in respect of the Property, including without limitation its environmental inspections of the Property, by written notice sent to the City prior to the expiry of the Examination Period. If the Purchaser terminates this Offer pursuant to Paragraph 3.7, the Purchaser shall provide a free copy of any inspection reports to the City's Director of Urban Development, C. Senekal, and the Director of Purchasing, C. Bell.
- 3.7. If the Purchaser is not satisfied with the results of any of its examinations and inspections, or if the Purchaser should, in its sole discretion, elect not to proceed with the transaction contemplated herein, the Purchaser may terminate this Offer, in writing, at any time prior to the expiry of the Examination Period. The City acknowledges that the Purchaser shall not be required to provide any explanation or justification for its decision not to proceed with the transaction. If the Purchaser delivers notice terminating this Offer, this Offer will be null and void as and from the giving of such notice and neither party shall be obligated hereunder nor have any claim in damages or other recourse against the other with respect to any matter related to this Offer. If the Purchaser has not terminated the Offer at the expiry of the Examination Period, it is deemed to have accepted this Offer. The Deposit in article 3.2 shall be paid once the Offer is accepted or deemed accepted on the earlier date of (a) the date of actual acceptance, or (b) the day following the expiry of the Examination Period.

4. OTHER ACKNOWLEDGEMENTS AND OBLIGATIONS OF PURCHASER

The Purchaser furthermore acknowledges, and where appropriate, promptly undertakes, at its sole expense:

- 4.1. Promptly following the purchase by the Purchaser of the Property (evidenced by the closing and publication of the Deed of Sale and the disbursement of the Purchase Price to the Vendor), to re-subdivide the Property with the Principal Property as one (1) and the same lot. To pay all the fees and expenses related to the purchase of the Property including but not limited to, the costs of any necessary subdivisions and re-subdivisions, land surveyors, preparation of the Deed of Sale, its publication, notarial fees, and preparation and publication of two (2) or more servitudes as required (see paragraphs 6.3-6.5, below), and the necessary copies thereof, including two (2) official minuted and sealed copies of each Deed for the Vendor. To maintain City access from the Property to Silverson Park, under reserve of its rights, at its sole cost, to modify or close the access should a security issue arise, provided at least sixty (60) days' notice is delivered in writing to the Director of Urban Development of the City of Côte Saint-Luc and no other reasonable solution is found between the parties. To assume, to the exoneration of the Vendor, all future instalments of all assessments and adjustments to be made as of the date of the signing of the Deed of Sale.
- 4.2. To pay any and all duties including, without limitation, mutations taxes, related to the transfer of ownership in the Property.

- 4.3. Prior to the closing of the Deed of Sale, if applicable, to pay all arrears of municipal taxes in capital and interest, any outstanding permit fees, damage deposits, minor exemption fees, penalties and interest, etc., associated with the Principal Property.
- 4.4. This Agreement and the eventual Deed of Sale and Deeds of Servitudes are subject to Council approval in order to bind the City.
- 4.5. For any proposed sale of land bearing a purchase price of \$10,000 or more, a prior public notice must be published by the City.

5. REPRESENTATIONS OF VENDOR

- 5.1 The Vendor represents to the best of its knowledge as at the date of this Agreement that it has clear title to the Property. For clarity, other than the representations expressed in this Paragraph 5.1, the Vendor has made no, and provides no further, representations, promises or warranties to the Purchaser.

6. REPRESENTATIONS OF PURCHASER

- 6.1 The contemplated sale is being made on an as-is/where-is condition and basis (including any above-ground and below-ground installations and conditions), without any Vendor warranty whatsoever (whether legal, contractual or statutory), and the Purchaser hereby declares that it will inspect the Property, take all measurements, and test the condition of the ground (or has waived the need to do so) during the Examination Period. The Purchaser is aware of all aspects of the Property including the land uses of all adjacent and nearby properties that could affect the Purchaser's peaceable enjoyment of the Property. The Purchaser hereby waives all foreseeable and unforeseeable claims against the Vendor for the uses of the Property, and this whether the adjacent or nearby properties be owned by the Vendor or by third parties. The Purchaser hereby expressly waives any and all Vendor warranties be they legal, contractual or statutory, express or implied, including, but without limitation, with respect to any warranty of fitness of the Property for any specific purpose, its merchantable quality, its on-ground, above-ground and below-ground conditions, surface or dimensions, as well as warranties against latent defects and environmental hazards and infractions.
- 6.2 Without limiting the generality of the foregoing, the Purchaser is specifically aware of the water exfiltration and leak potential identified in Sino's report dated December 4, 2014 on the pipe leak, and the Purchaser expressly waives any and all Vendor warranties and liabilities, with regard to the underground pipe and water infrastructure system situated under the Property belonging to the Purchaser. The Purchaser hereby furthermore fully exonerates, indemnifies and defends the City for any and all repairs to such underground pipe and water infrastructure system as well as for all direct damages caused thereby in whole or in part and/or related to it, whether such damages be incurred by the Purchaser, the City, the Agglomeration of Montreal and the City of Montreal (in connection with its pipes), and any third parties.
- 6.3 The Purchaser shall promptly negotiate and execute a deed of servitude (or such other documentation evidencing the appropriate legal rights) with the City, and, if required by them at any time or from time to time, also with GazMet, Hydro Québec, Bell and/or Vidéotron or any other like party, granting access in perpetuity to such portion of the Property as mutually reasonably agreed in order to inspect, maintain, repair or replace any elements of utilities infrastructure on or under the Property that may belong to the City, to GazMet, Hydro Québec, Bell and/or Vidéotron or such other like party.
- 6.4 The Purchaser, the City and, if required by them, the Agglomeration of Montreal and the City of Montreal, shall, promptly following the closing of Purchase of the Property, negotiate a deed of servitude (or such other documentation evidencing the appropriate legal rights) in favour of the City and/or the Agglomeration of Montreal or the City of Montreal, granting access in perpetuity to such portion of the Property as mutually reasonably agreed in order to inspect, maintain, repair or replace any pipes or other elements of the underground water infrastructure on or under the Property that may belong to the City, the Agglomeration of Montreal or the City of Montreal. This deed shall exonerate the City from responsibility in relation to the Agglomeration of Montreal and the City of Montreal provided the Purchase Agreement for the Property is closed.
- 6.5 The land survey costs (if required) and the third-party notarial costs of publishing and preparing certified copies of the deeds of servitude in favour of either the City, the Agglomeration of Montreal and the City of Montreal with respect to the servitudes set forth in Paragraphs 6.4 and 6.5 shall be borne by the Purchaser up to a maximum aggregate amount of \$2,000 plus sales taxes and the City, the Agglomeration of Montreal or the City of Montreal, as applicable, shall bear the balance of such costs and each party shall bear its own legal/notarial costs of negotiating the deeds of servitude. The assumption of the costs incurred by either the Purchaser or any of the other parties mentioned (GazMet, etc.) with respect to their deeds set forth in Paragraphs 6.4 shall be negotiated as between them at the relevant time.

(1) with its own legal/notarial advisors (noting that the notary shall be hired by the Purchaser)

7. GENERAL

- 7.1. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder by the City will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 7.2. All notices or other communications hereunder to either party, including any notices of default under any provision hereof, must be sent in writing and shall be deemed accepted immediately when hand delivered or sent by courier service or by facsimile, or *five* (5) days after having been mailed via registered mail or by telegram, fee prepaid. Any notice of communication to the VENDOR must be addressed as follows:

City of Côte Saint Luc
Attn: General Counsel
Purchasing Department
5801 Cavendish Boulevard, 2nd Floor
Cote Saint Luc, Quebec
H4W 3C3
Email: CBell@CoteSaintLuc.org
Telecopy number 514-485-6931

Notices to the Purchaser shall be sent to the address above or by facsimile at 514-332-5135 to the attention of Emeka Mayes.

- 7.3. The rights and recourses of any party shall be cumulative and not alternative and are not limited by specification.
- 7.4. Unless otherwise dictated by the context, the singular number shall include the plural and vice versa; the masculine shall include the feminine and vice versa and, where applicable to firms, companies or corporations, the neuter.
- 7.5. The descriptive headings of this Agreement are inserted for convenience, reference and clarity of presentation only and shall not serve in any manner to interpret, restrict or enlarge the meaning of the provisions contained herein.
- 7.6. If the expiry of any delay provided for in this Agreement falls on a non-judicial day (as defined in the Quebec Code of Civil Procedure), then the delay shall be extended to the next following judicial day.
- 7.7. If any clause or provision herein contained shall be adjudged invalid, the same shall not affect the validity of any other clause or provision of this Agreement, or constitute any other cause of action in favour of either party against the other.
- 7.8. The parties agree to do, sign and execute all acts, deeds, documents and corporate proceedings necessary or desirable to give full force and effect to this Offer.
- 7.9. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Quebec, Canada.
- 7.10. The parties acknowledge that they have required and consented that this Agreement and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.
- 7.11. This Agreement shall constitute a contract legally binding the parties hereto as well as their respective heirs, successors, assigns, legal representatives, executors and trustees.
- 7.12. Neither party shall be liable for any consequential, indirect or special damages under this Agreement and the Vendor's total liability under this Agreement for direct damages, cumulative in the aggregate shall never exceed the Purchase Price.
- 7.13. If there are 2 or more Purchasers herein named, they shall be deemed joint undivided co-owners of the Property, solidarily (i.e., jointly and severally) responsible for all of the obligations, undertakings, representations and warranties of the Purchaser as if each of them was the sole and principal debtor for the whole, without the benefits of division or discussion. The representations and warranties of the Purchaser's representatives, where the Purchaser is represented by 2 or more persons, shall apply to each one of them as if each of them was the sole representative of the Purchaser, without the benefits of division or discussion. The Purchaser shall not be entitled to subsequently dispute the capacity and authority of its apparent representative(s), the Vendor being fully entitled to unconditionally rely on the appearance of such capacity and authority.

And after due reading hereof, the parties hereto have caused this Agreement to be executed in duplicate by themselves (if they are individuals) or through their respective duly authorized representatives (if they are entities) as of the day and the year first written above.

Attachments:

Annex A: Plan of the Purchase Property (four pages)

CITY OR VENDOR:

City of Côte Saint Luc

Per: _____

Cheri Bell

PURCHASER:

Corporation First Capital Acquisition/First Capital
Acquisition Corp.

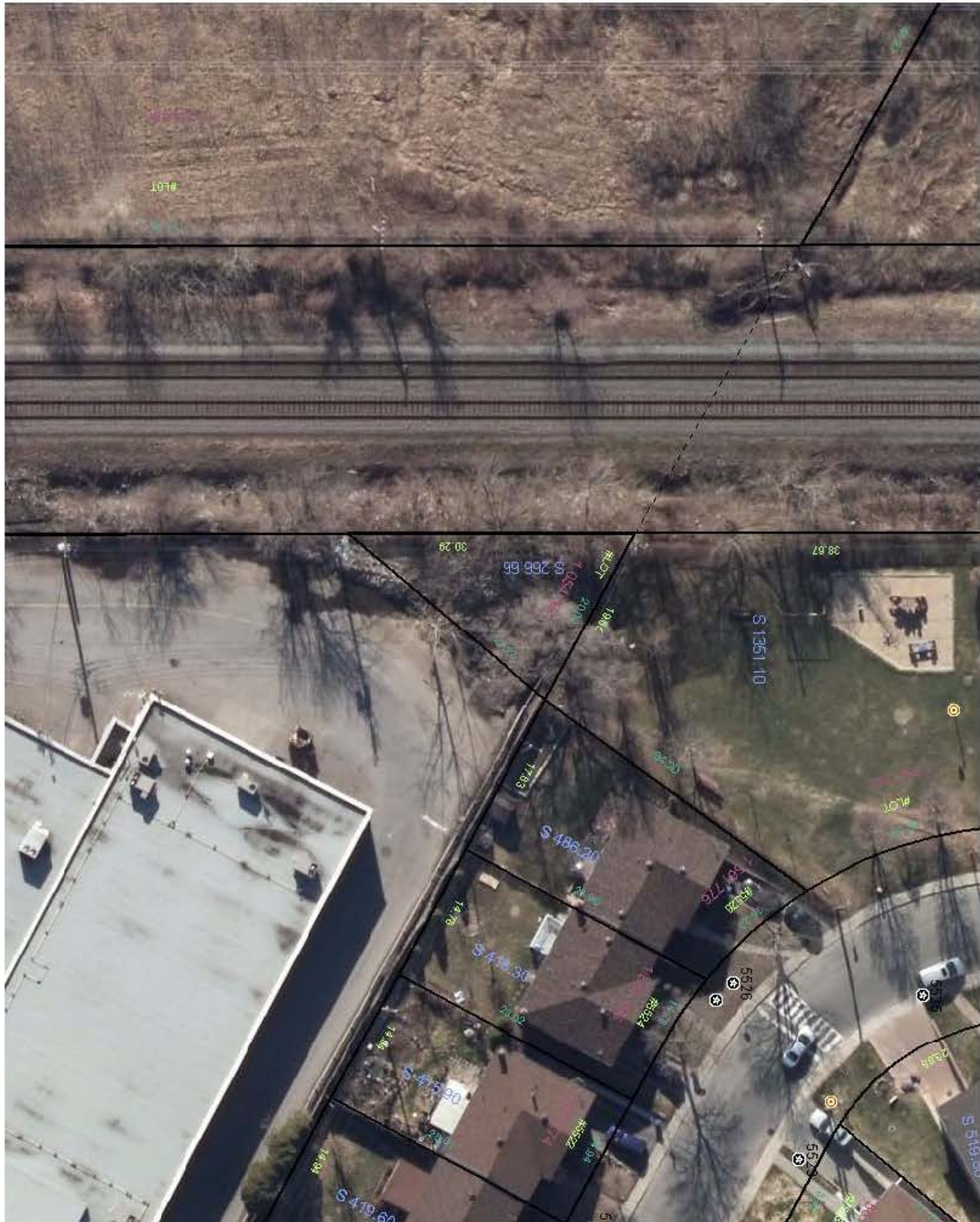
Printed Name of authorizing signing officer:

GREGORY MENZIES

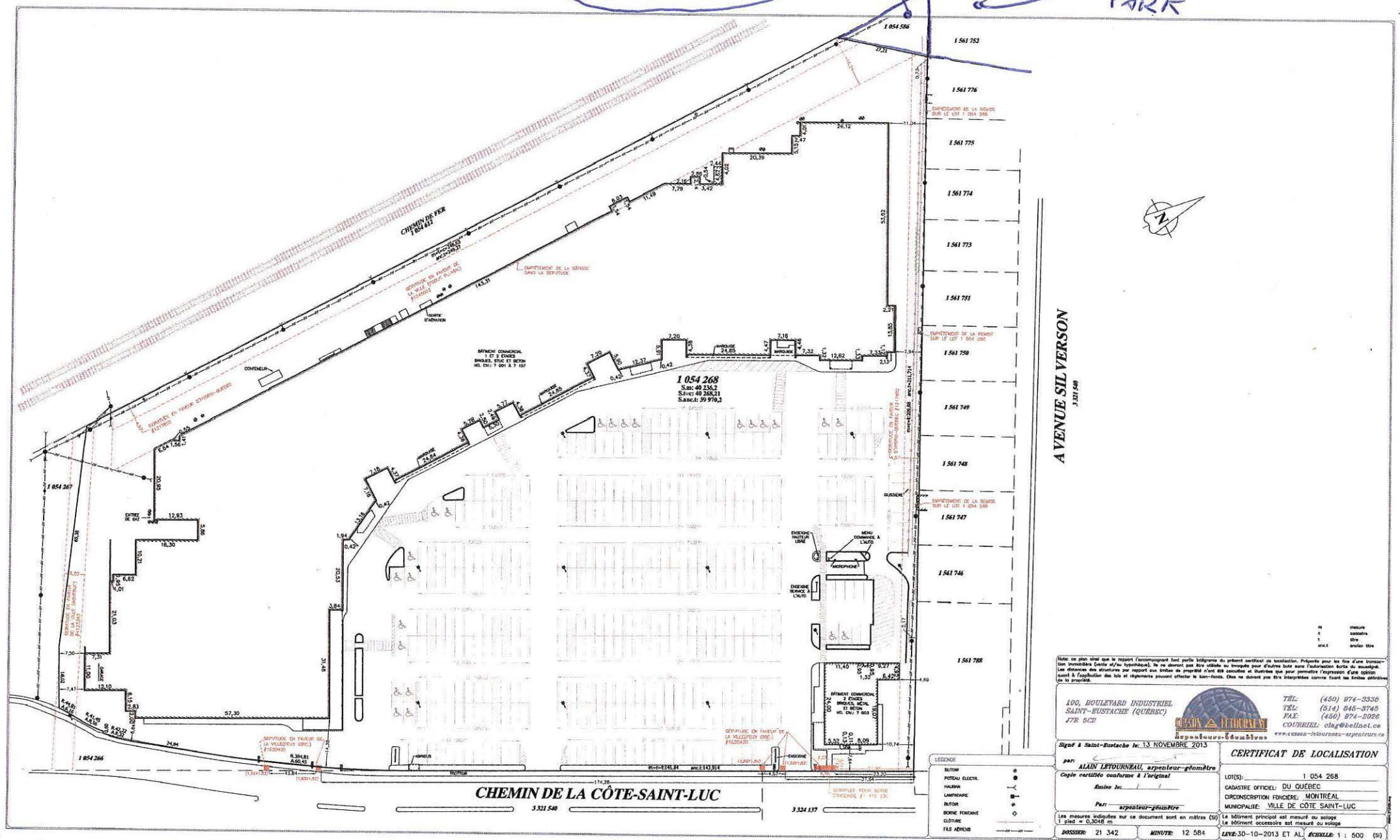
Signature: _____

Printed Name of Witness:

Signature: _____



SILVERSON
PARK



#3

