

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL HELD ON
WEDNESDAY, OCTOBER 21, 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. Nadia DiFuria, Interim City Manager
M^e Jonathan Shecter, City Clerk, acted as Secretary of the meeting

QUESTION PERIOD

The question period started at 8:02 p.m. and finished at 8:12 p.m. Three (3) people asked to speak and they were heard.

1) Dr. Bernard Tonchin

The resident (on behalf of himself and his wife) congratulated Mayor Housefather on his most recent (Federal) election victory as the Member of Parliament for the Mount-Royal Riding.

The resident then inquired regarding the resignation process and by-election process as a result of Mayor Housefather's election victory to which Mayor Housefather responded by explaining the logistics.

2) Aubey Laufer

The resident wished to go on record by issuing a public apology for any offense he may have caused.

The resident then inquired regarding an issue related to a water infrastructure leak at the Cavendish / Kildare area to which Dr. Mohammed Ali, Manager of Engineering, responded that the issue in question is a very complicated valve leak which requires complex logistics to repair. He then estimated that the issue would take approximately one (1) week to resolve.

3) Jordanna Dobski

The resident complained that she tried to book a birthday party at the ACC and was refused. Mayor Housefather responded that he could look in to the issue and respond to the resident tomorrow.

OTHER BUSINESS - COUNCILLOR ALLAN J. LEVINE

Councillor Levine advised the public that the Senior Men's club Gala was absolutely fantastic and that there is no other club that rivals it.

151001

**CONFIRMATION OF THE MINUTES OF THE PUBLIC CONSULTATION
MEETING DATED SEPTEMBER 21, 2015 AT 7:00 P.M.**

It was

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

AND RESOLVED:

“THAT the Minutes of the Public Consultation Meeting dated September 21, 2015 at 7:00 p.m. be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

151002

**CONFIRMATION OF THE MINUTES OF THE REGULAR MEETING OF
COUNCIL DATED SEPTEMBER 21, 2015 AT 8:00 P.M.**

It was

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

AND RESOLVED:

“THAT the Minutes of the Special Meeting of Council dated September 21, 2015 at 8:00 p.m. be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

151003

MONTHLY DEPARTMENTAL REPORTS FOR SEPTEMBER 2015

It was

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

AND RESOLVED:

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

CÔTE SAINT-LUC SALUTES MAYOR ANTHONY HOUSEFATHER ON HIS ELECTION WIN

City of Côte Saint-Luc Councillors all congratulated Mayor Anthony Housefather on his election victory last week to the House of Commons representing the riding of Mount Royal.

The following are statements from the city's eight city Councillors.

Councillor Dida Berku: "I've never seen someone work so hard with such enthusiasm and such sincerity in campaigning and really going out and reaching people throughout the entire community and not just in Côte Saint-Luc, the riding is much bigger than Côte Saint-Luc. The way Anthony went out and graced everybody in very difficult circumstances by climbing up storeys and storeys of buildings and running through stairwells and going to residences and going up and down streets, and everything else. It just was tireless but absolutely sincere. And every time he said: "I really like this", "I really like meeting people", "I really love to meet all these people", so that on top of everything else, on top of the intellectual brilliance that we all recognize, on top of the stamina, on top of the wonderful energy that he has, he really does have a great appreciation for the constituents and I think he's going to be one of our greatest MPs as he has been one of our greatest mayors."

Councillor Mitchel Brownstein: "There have been so many accomplishments that he's achieved over the last 10 years. He helped save our EMS first-responder service, saved police station 9, built the Aquatic and Community Centre, helped oversee several residential development projects in our city, and supported new initiatives like urban agriculture, vCOP, the Dramatic Society and more. He also led in the fight against the Charter of Values, and the attack on bilingual status."

Councillor Mike Cohen: "It has been an honor and privilege to serve under Anthony for the last 10 years. I know he's going to make a great MP."

Councillor Steven Erdelyi: "Anthony has a sense of what needs to be done and what initiatives to move forward on. Côte Saint-Luc has been a leader on environmental issues and been financially sound because he knew these issues were enormously important."

Councillor Sam Goldbloom: "I've only served under one mayor. However, I've been involved in business and various corporations, various companies for many years and I can tell you I have never encountered anyone with the integrity, the energy, the intelligence of this young man. Our riding, Ottawa and Canada is very fortunate to have someone of your caliber representing all of us. I know that you will represent us with honor, with dignity, with courage and I've learned a heck of a lot from you and I thank you very much for giving me the opportunity to serve with you and to learn from you."

Councillor Ruth Kovac: "I think Anthony will be one of our greatest MPs just as he has been one of our greatest Mayors. I have learned so much from him over the last 10 years."

Councillor Allan J. Levine: "Anthony is the hardest-working person I ever met. Our loss is Ottawa's gain. Anthony will be a strong voice in Ottawa for the English-speaking communication of Quebec. I wish him all the best."

Councillor Glenn J. Nashen: "I want to thank Anthony personally for his stewardship, integrity and intelligence in leading the city for almost 10 years. I like to think that we're not losing a Mayor but gaining an incredible Member of Parliament."

Comments by Mayor Anthony Housefather: “It’s been an honor and a privilege to have served with all of you for the last ten years, with some of you for longer. And you are all my friends, you are like my family, and the same is true of our staff. And it’s something that I’ll deeply miss but I know that our friendships will always endure and I know that we will continue to work together on all of the many issues that we all confront so it’s not goodbye it’s just me in a different role.

To the residents, this is honestly the greatest City that exists. Being the Mayor of this City is such a special experience and such a wonderful thing and such a great opportunity to have. And I can only thank each and every one of you for being a part of this experience because it’s a great community and I know it will continue to be. And I know you are going to have a great council and whoever is elected Mayor will be someone who will do a stellar and excellent job as well because we have such great Councillors. Thank you so much.

Côte Saint-Luc congratulates the winning candidates across Canada as well as all other candidates who took part in the democratic process.”

151004

FINANCE - BANKING SERVICES AGREEMENT (2015-2016)

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED:

“THAT the City of Côte Saint-Luc (“City”) Council hereby approves the Banking Services Agreement (2015-2016) to be entered into with the RBC for the period covering September 1, 2015 to December 31, 2016 (“Agreement”) and hereby authorizes Mayor Anthony Housefather and Treasurer Ruth Kleinman to sign the same on behalf of the City;

THAT the bank charges payable by the City to the RBC pursuant to this Agreement during this period are estimated at \$20,000.00, plus applicable taxes, with any adjustment required for actual charges incurred to be made by the City Treasurer at the relevant time;

THAT Treasurer’s Certificate TC 15-0175 has been issued by the City Treasurer on October 13, 2015 to attest to the availability of funds to cover the above-described estimated expenses.”

CARRIED UNANIMOUSLY

151005

**RESOLUTION TO APPROVE THE DISBURSEMENTS FOR THE PERIOD OF
SEPTEMBER 1, 2015 TO SEPTEMBER 30, 2015**

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED:

"THAT the Côte Saint-Luc City Council approves the attached list of disbursements for the period of September 1, 2015 to September 30, 2015 for a total amount of \$2,445,593.31 in Canadian Funds;

THAT Treasurer's certificate No.15-0177 dated October 14, 2015 has been issued by the City Treasurer attesting to the availability of funds to cover the above-described expenses."
CARRIED UNANIMOUSLY

151006

HUMAN RESOURCES – PUBLIC WORKS – HIRING OF MANAGER OF OPERATIONS – MANAGEMENT, CONTRACT POSITION

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of John Monteiro as the Public Works Manager of Operations into a management position, for a fixed-term contract of one (1) year, effective from October 5, 2015 to October 7, 2016;

THAT Treasurer's certificate number 15-0170 dated October 7, 2015 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."
CARRIED UNANIMOUSLY

151007

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

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of the White Collar, part-time employees whose names are listed on the document entitled "Part-Time Employees – White Collars - Hiring", dated October 5, 2015 and that said employees' term of employment will be as per the conditions of the collective agreement;

THAT Treasurer's certificate number 15-0169 dated October 7, 2015 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."
CARRIED UNANIMOUSLY

151008

HUMAN RESOURCES – PARKS AND RECREATION – APPOINTMENT OF CUSTOMER SERVICE AND ADMINISTRATIVE COORDINATOR – PERMANENT, MANAGEMENT POSITION

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the appointment of Jonathan Braziller as a Customer Service and Administrative Coordinator (permanent, management position), effective September 30, 2015;

THAT Treasurer's certificate number 15-0174 dated October 9, 2015 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."
CARRIED UNANIMOUSLY

151009

**HUMAN RESOURCES – HIRING OF HEALTH AND SAFETY COORDINATOR –
CONTRACT MANAGEMENT POSITION**

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of Carl Mousseau as a Health and Safety Coordinator into a management position, for a fixed-term contract of one (1) year, effective from October 5, 2015 to October 7, 2016;

THAT Treasurer's certificate number 15-0171 dated October 9, 2015 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."
CARRIED UNANIMOUSLY

151010

**HUMAN RESOURCES – URBAN DEVELOPMENT - HIRING OF URBAN
DEVELOPMENT COORDINATOR – MANAGEMENT CONTRACT POSITION**

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 Marianne Zalzal as the Coordinator of Urban Development into a management position for a fixed-term contract of one (1) year, effective from September 23, 2015 to September 23, 2016;

THAT Treasurer's certificate number 15-0173 dated October 9, 2015 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."
CARRIED UNANIMOUSLY

151011

**HUMAN RESOURCES – PARKS AND RECREATION - HIRING OF RECEPTION,
ADMISSION AND SHOP ATTENDANT – WHITE COLLAR, AUXILIARY
POSITION**

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of Dana Pinchevski as a Reception, Admission and Shop Attendant (white collar, auxiliary position), effective September 24, 2015;

THAT Treasurer's certificate number 15-0172, dated October 9, 2015 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

151012

**AUTHORIZATION TO SETTLE AN INVOICE WITH AHMAD AWADA, OWNER
OF 5584 BORDEN**

WHEREAS Mr. Ahmad Awada ("Awada") is the owner of 5584 Borden (the "Property");

WHEREAS the City of Côte Saint-Luc ("the City") incurred costs on behalf of Awada for the services provided by Simo Management Inc. in relation to frozen pipes at the Property during the period of March 2015;

WHEREAS the parties wish to amicably resolve any outstanding invoices regarding the aforementioned matter and agree upon \$600.00 as the amount to be paid by Awada to the City;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR GLENN J. NASHEN

AND RESOLVED

"THAT the Côte Saint-Luc City Council ("Council") hereby resolves that the above-described matter be settled upon payment of \$600.00, including all applicable taxes, from Awada to the City;

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

CARRIED UNANIMOUSLY

151013

**AUTHORIZATION OF PARTIAL SETTLEMENT AGAINST INTACT
ASSURANCE IN THE AMOUNT OF \$4,446.75**

WHEREAS a fire occurred at 5809 Tommy-Douglas (the "Property") on February 24, 2014;

WHEREAS the City of Côte Saint-Luc (the "City") incurred costs as a result of the fire;

WHEREAS the Property is owned by 9529-4746 Quebec Inc., and insured by Temple Insurance Company and Intact Assurance;

WHEREAS proceedings were filed against the owner of the Property as well as its insurers to recover damages caused by the fire in the amount of \$8,893.50;

WHEREAS in March, 2015, after learning of additional costs incurred by the City related to the Property and two additional properties at 6560-6562 Collins also owned by 9259-4746 Quebec Inc., the City amended its lawsuit for a total amount of \$16,283.33;

WHEREAS Intact Assurance has offered to pay \$4,446.75 in partial settlement of the matter in relation to the damages claimed prior to the City's amendment of its lawsuit for the initial amount of \$8,893.50;

It was

MOVED BY COUNCILLOR MIKE COHEN
SECONDED BY COUNCILLOR GLENN J. NASHEN

AND RESOLVED:

"THAT the Côte-Saint-Luc City Council ("Council") hereby authorizes a partial settlement in the amount of \$4,446.75 (1/2 of the debt originally claimed for the lawsuit prior to its amendment);

THAT Council authorizes that the lawsuit proceed with regards to the costs incurred by the City as detailed in the amendment to the City's lawsuit (\$7,389.83);

THAT the Director of Legal Services (and attorney of record) be authorized to sign any settlement document to put an end to the proceedings against Intact Assurance."

CARRIED UNANIMOUSLY

151014

**PURCHASING – PARKS AND RECREATION DEPARTMENT - INDEPENDENT
CONSULTING AGREEMENTS**

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the Independent Consulting Agreements with the individuals whose names are listed on the document annexed herewith as Annex A and entitled "Parks and Recreation Department Independent Contractors and Coaches";

THAT Treasurer Certificate TC 15-0178, dated October 14, 2015, has been issued from the City Treasurer attesting to the availability of funds to cover this calendar year's portion of the above-described expenses;

THAT if required pursuant to the City's delegated authority by-law, a Treasurer's Certificate will be procured as soon as practicable at the beginning of the calendar year of the contract term to attest to the availability of funds for that calendar year's portion of the above-described expenses."
CARRIED UNANIMOUSLY

151015

PARKS AND RECREATION – RATIFICATION OF ARTIST AGREEMENT FOR CSLDS

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED

"THAT the Côte Saint-Luc City Council hereby approves and ratifies the Artist Agreement annexed herewith as Annex B and entitled "Artist Agreement – ("Agreement")" for the Director of Production of *The Producers* with Anisa Cameron entered into on September 25, 2015 in the amount of \$12,585.00;

THAT pursuant to the City's delegated authority by-law, a Treasurer's Certificate will be procured as soon as practicable at the beginning of the calendar year of the contract term to attest to the availability of funds of the above-described expenses."
CARRIED UNANIMOUSLY

151016

PARKS AND RECREATION – PAYMENT OF AFFILIATION FEES TO FEDERATION NATATION DU QUÉBEC

WHEREAS, the City of Côte Saint Luc requires to affiliate its aquatic team members with the Fédération du natation du Québec;

WHEREAS, the City of Côte Saint-Luc, is required to pay its affiliation fees;

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council ("Council") hereby authorizes the payment of the affiliation fees in the amount of \$14,426.58, plus applicable taxes as described by invoice #005-0009440 from the Fédération du natation du Québec;

THAT Treasurer's certificate No. 15-0179 dated October 14, 2015 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."
CARRIED UNANIMOUSLY

151017

PUBLIC WORKS – PURCHASE OF ONE (1) CHERRY-PICKER

WHEREAS the City of Côte Saint-Luc ("City") issued a public call for tenders (City file C-43-15) for the purchase of one (1) cherry picker with a mounted box and telescopic aerial lift, and received two (2) conforming bids, of which that of Kenworth Montreal (a division of Paccar du Canada Ltée) is the lowest conforming;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

"THAT the City Council hereby approves the purchase from Kenworth Montreal (a division of Paccar du Canada Ltée) of one (1) all-new 6-wheel Kenworth cherry picker truck with installed/mounted Dur-A-Lift box and telescopic aerial lift, the whole in accordance with its Tender terms (file C-43-15), for the all-inclusive price of \$197,937.80, plus applicable taxes;

THAT the described expenses shall be financed from loan By-law 2448 previously approved by the *Ministère des Affaires municipales et Occupation du territoire*;

THAT Treasurer's Certificate No. 15-0176 has been issued by the City Treasurer on October 14, 2015 attesting to the availability of funds to cover the above-described expenses."
CARRIED UNANIMOUSLY

151018

**PUBLIC WORKS – ADOPTION OF GROUP TENDER FOR ROAD SALT /
AWARD OF CONTRACT TO COMPASS MINERALS CANADA CORP**

WHEREAS the City of Côte Saint-Luc ("City") joined the Montreal Group Tender for road salt for the 2015-2016 snow season (commencing September 15, 2015 and ending April 30, 2016) (Montreal Dossier No. 15-14422) pursuant to Council Resolution #150604 dated June 1, 2015;

WHEREAS according to Montreal's analysis of the bids, the lowest conforming bidder for our City is Compass Minerals Canada Corp. for the price of \$74.16 per metric ton, including transportation, and before taxes;

WHEREAS our City has no minimum or maximum purchase obligations;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

"THAT the Preamble hereto shall form an integral part hereof;

THAT the City hereby approves and confirms the awarding of a contract, pursuant to this Montreal Group Tender, to Compass Minerals Canada Corp. for the purchase and delivery of regular road salt for the 2015-2016 snow season for the price of \$74.16 per metric ton, including delivery, and before taxes, for an estimated quantity of road salt (without obligation) of 5,500 metric tons plus up to 20% more at the same unit price;

THAT Treasurer's Certificate TC 15-0180 has been issued on October 16, 2015 by the City Treasurer attesting to the availability of funds to cover the estimated volume of road salt required for the 2015 portion of the 2015-2016 snow season; namely, up to 800 metric tons, for a maximum price of \$59,328.00, plus applicable taxes;

THAT as soon as practicable at the beginning of the 2016 calendar year, the Public Works Director shall procure a Treasurer's Certificate attesting to the availability of funds to cover the anticipated expenditure relating to the 2016 portion of the 2015-2016 snow season;

THAT as these are only estimates, should actual consumption at the end of the said snow season exceed 5,500 metric tons, the City's Public Works Director shall seek an appropriate change order pursuant to the City's change order procedures and delegated authority by-law."

CARRIED UNANIMOUSLY

151019

LEGAL – NATURAL GAS SALES AND DISTRIBUTION CONTRACT WITH GAZMÉTRO

WHEREAS the City of Côte Saint-Luc ("City") recently acquired certain natural gas equipment, qualifying it to benefit (without any consumption obligation) from a natural gas equipment subsidy of \$6,975.00 (the "Subsidy") from Gaz Métro Limited Partnership as represented by its general partner, Gaz Métro Inc. ("GazMétro");

WHEREAS in order to receive the Subsidy, the City was required, among other administrative matters, to enter into an agreement with GazMétro entitled *Natural Gas Sales and Distribution Contract* ("Agreement"), which was signed on the City's behalf on September 29, 2015;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

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

THAT the Côte Saint-Luc City Council hereby confirms and ratifies the entering into of the Agreement signed on the City's behalf by its General Counsel, Cheri Bell on September 29, 2015."

CARRIED UNANIMOUSLY

151020

URBAN DEVELOPMENT - CHANGE IN SELECTION COMMITTEE FOR 2015 PARKS-RELATED PROJECTS

WHEREAS by its Resolution # 150242 (including its Annex A) dated February 9, 2015, the Côte Saint-Luc City Council ("City") approved, amongst other things, the composition of certain City Selection Committees in accordance with the *Cities and Towns Act*, for its 2015 projects;

WHEREAS the City requires to change the composition of its Selection Committee for professional services covering the City's 2015 Parks and Parks-related

Mandates, Contracts or Projects with a value of \$25,000.00 or higher (including taxes);

It was

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

AND RESOLVED:

“THAT the City’s Selection Committee for professional services concerning the City’s 2015 Parks and Parks-related Mandates, Contracts or Projects with a value of \$25,000.00 or higher (including taxes) shall consist of at least three (3) of the following persons who shall, for all purposes at law, replace the composition of this Selection Committee previously established under City Council Resolution # 150242 and related portion of its Annex A, dated February 9, 2015:

Employee #2013
Employee #2141
Employee #2989
Employee #999
Employee #2545.”

CARRIED UNANIMOUSLY

151021

**RESOLUTION TO ADOPT THE ZONING BY-LAW NO. 2217-51 ENTITLED:
“BY-LAW TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF
CÔTE SAINT-LUC IN ORDER TO REPLACE THE CURRENT TABLE OF USES
AND NORMS FOR ZONE RM-63 BY A NEW TABLE OF USES AND NORMS”**

It was

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

AND RESOLVED:

“THAT in conformity with “*An Act respecting Land Use and Development*”, the Council of the City of Côte Saint-Luc hereby adopts the By- Law No. 2217-51 entitled: “By-law to amend the zoning by-law no. 2217 of the City of Côte Saint-Luc in order to replace the current Table of Uses and Norms for zone RM-63 by a new Table of Uses and Norms.”

CARRIED UNANIMOUSLY

151022

**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 November 2015 for which members of the municipal council shall establish the stance that it wishes to take;

It was

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

AND RESOLVED

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

CARRIED UNANIMOUSLY

SECOND QUESTION PERIOD

There were no questions asked.

151023

APPROVAL OF THE ADJOURNMENT OF THE MEETING

It was

MOVED BY COUNCILLOR RUTH KOVAC
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

"THAT Council hereby authorizes the Mayor to declare the Meeting adjourned."

CARRIED UNANIMOUSLY

AT APPROXIMATELY 9:30 P.M. MAYOR HOUSEFATHER DECLARED THE MEETING ADJOURNED.

ANTHONY HOUSEFATHER
MAYOR

JONATHAN SHECTER
CITY CLERK

LIST OF ANNEXES		
Resolution number	Corresponding Annex ¹	Document
151014	Annex A	Parks and Recreation Department Independent Contractors and Coaches
151015	Annex B	Artist Agreement – (“Agreement”)

¹ As indicated (where applicable) by the staff member who prepared the resolution.

Parks and Recreation Department Independant Contractors and Coaches					
Title	Name	Fee Per Hour	Term	Total Salary Commitment (where applicable)	G/L code
Aquafitness Instructor	Ava Mitrochnick	\$42.00	September - August	\$12,000	02 780 01 114
Aquafitness Instructor	Susan Ungar	\$45.00	September - August	\$13,500	02 780 01 114
Masters Coach	Octavian Gutu	\$22.67	September - August	\$32,000	02 780 01 114
Swim Team Coach	Abdenour Hammadache	\$21.76	September - August	\$43,000	02 780 01 114
Swim Team Coach	Jean-Sebastien Prevost	\$20.00	September - August	\$22,000	02 780 01 114
Triathlon Coach	K.A.R.M.A service d'entrainement	\$19.00	September - August	\$21,500	02 780 01 114
			September - October 2015 (fall program) April - June 2016 (spring program) July - August 2016 (summer program)		
T-Ball Instructor	Diane Jameson & assistant	\$60 per hour for head instructor. \$25 per hour for an asst instructor			
Aerobics and Exercise Instructor	Karen Kunigis	\$65.00 per class	Fall 2015/2016, Winter/Spring/Summer 2016 (40 weeks total)	\$10,400	
Aerobics and Exercise Instructor	Ryan Lelowski	\$45.00 per class	Fall 2015/2016, Winter, Spring, Summer	\$11,200	02 797 02 114 (2015) 02 797 06 114 (2016)
Public Tennis / ACE Kid's Tennis Instructor	Richard Troll	\$40.00 per class	Fall 2015/2016, Winter, Spring, Summer	\$10,850	02 750 03 114 & 02 750 04 114

ARTIST AGREEMENT – ("Agreement")

BETWEEN:

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

"CITY"

AND:

The ARTIST identified in Annex A.

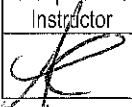

"ARTIST"

WHEREAS the CITY wishes to engage an ARTIST to provide the Services set out in Annex A, which the ARTIST wishes to provide the CITY, the whole subject to the terms and conditions hereinafter set forth.

IT IS THEREFORE AGREED THAT:

1. **PREAMBLE:** The preamble of this Agreement shall form an integral part hereof as if recited at length herein.
 2. **SCOPE OF SERVICES:** The terms and conditions of the present Agreement apply to the Services specified in Annex A hereto, incorporated herein by this reference, and only to such Services. No other Services shall be compensable to ARTIST unless agreed to in advance in writing by the CITY and subject, where applicable, to express approval by the CITY Council, when necessary.
 3. **TERM:** The term of this Agreement ("Term") is specified in Annex A. The Term is not subject to renewal unless specified in Annex A.
 4. **NATURE OF RELATIONSHIP:** The parties mutually acknowledge that the relationship between the ARTIST and the CITY is not one of employment and that the present Agreement is not a contract of employment for any stated period. The present Agreement establishes an Independent Consultant relationship between the parties that may be terminated pursuant to Article 12 hereof.
- The ARTIST is not an agent of the CITY and has no authority to bind the CITY in any manner.
5. **FEE:** The CITY will pay the ARTIST the fee specified in Annex A for Services rendered, according to the payment terms specified in Annex A.
 6. **PAYMENT:** See Annex A. Interest shall not be due on late payments.

Independent Instructor Agreement

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7. **WARRANTIES:** The ARTIST represents and warrants as follows to the CITY and acknowledges and confirms that the CITY is relying upon such representations and warranties in connection with the Services and without which the consideration contemplated herein would not have been given by the CITY. These representations and warranties shall add to, but not override or diminish any other representations and warranties provided by the ARTIST.

- (a) The Services to be rendered shall be performed in a manner consistent with or exceeding current generally-accepted industry standards and practices by qualified personnel trained and experienced in the fields.
- (b) The ARTIST has not and will not infringe any third party rights including, but not limited to, ownership rights and intellectual property rights.
- (c) The ARTIST shall comply with any and all applicable laws, rules and regulations of all relevant governmental authorities in connection with the Services and this Agreement including, where applicable, application for a CITY permit.

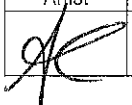

8. **INSURANCE – delete by consent**

9. **INDEMNIFICATION**

- a) The ARTIST shall indemnify, defend and hold harmless the CITY, its elected officials, employees, volunteers and agents, against all claims, demands, damages, losses, causes of action, costs and expenses, whatsoever, without limitation, in capital, interest and judicial and extra-judicial costs, arising from injury, including death, to any person; or from damage to any property, when such damage arises in whole or in part from the acts, omissions, negligence or fault of the ARTIST
- b) The ARTIST shall indemnify, defend and hold harmless the CITY, its elected officials, employees, volunteers and agents, all claims, demands, damages, losses, causes of action, costs and expenses, whatsoever, without limitation, in capital, interest and judicial and extra-judicial costs, including without limitation, loss of profits, arising from an accusation or allegation of infringement of third party rights including, but not limited to, ownership rights, intellectual property rights, moral rights, privacy rights, etc.

10. **TERMINATION**

- (a) The CITY may suspend or terminate this Agreement in whole or in part by giving written notice to the ARTIST specifying the extent to which the scope or performance of the Services or this Agreement is terminated and/or suspended and the date on which the same shall become effective.
- (b) Upon suspension or termination of this Agreement or the scope or performance of Services, the CITY shall pay the ARTIST for any and all services satisfactorily provided to the effective date of termination or suspension and this payment shall constitute full satisfaction of any and all claims the ARTIST has under this Agreement.

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- (c) The termination of this Agreement shall discharge any and all future obligations of either party, save and except for the obligations, representations and warranties of the ARTIST that are expressed or intended to survive.



11. **FORCE MAJEURE:** Neither party shall be liable for failure to perform any of its obligations hereunder, or for damage or loss to the other party if such failure, damage or loss is caused by Acts of God or events of *force majeure* not attributable to the ARTIST or to the persons under ARTIST's control, including fire, war, disaster, riots, strikes, *cas fortuity*, circumstances attributable to the other party or to emergency or cause beyond the reasonable control of either party (excluding economic incapacity (eg. inadequate liquidity or insolvency) on the part of the ARTIST).
12. **ASSIGNABILITY:** This Agreement is for the provision of personal services and may not be assigned by the ARTIST without the prior written consent of the CITY or as outlined and provided for in Annex A.
13. **DISPUTE:** Any dispute arising hereunder shall be resolved, as a first-resort attempt, by the parties acting in good faith. In the event the parties cannot resolve the dispute within fifteen (15) days of the other party's written notice (sent to the addresses indicated herein, unless the receiving party has given the other party prior written notice of a change of address), either party may submit the dispute to the Quebec courts having jurisdiction for the District of Montreal, which shall have exclusive jurisdiction over the interpretation, enforcement and application of this Agreement.

14. GENERAL PROVISIONS

- (a) No failure or delay in exercising any right, power or privilege hereunder 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 other right, power or privilege hereunder. Only a waiver that is dated and signed by the waiving party shall be deemed a valid waiver.
- (b) All notices or other communications hereunder to either party, including any notices of default or request for CITY approval, must be sent in writing and shall be deemed accepted immediately when hand delivered or sent by courier service, email or by facsimile, or five (5) days after having been mailed via prepaid priority post or other means of postal delivery where receipt is tracked and confirmed.

Any notice or communication to the CITY must be delivered as follows:

City of Cote Saint Luc
Attn: Andrea Charon, General Counsel
c/o Purchasing Department
5801 Cavendish Boulevard, Suite 2.30
Cote Saint Luc, Quebec
H4W 3C3

Initials	
Artist	City
	

E: ACharon@cotesaintluc.org

Telephone: (514) 485-6800 ext. 1304

Any notice or communication to the ARTIST must be delivered to the address mentioned in Annex A.

- (c) The rights and recourses of any party shall be cumulative and not alternative and are not limited by specification.
- (d) Unless otherwise dictated by the context, the singular number shall include the plural and vice versa; the masculine shall include the feminine and neuter genders and vice versa.
- (e) The titles and 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.
- (f) 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 cause of action in favour of either party against the other.
- (g) This Agreement, including Annex A, represent the entire agreement between the parties and annuls all prior agreements, oral or written, between them with respect to the same subject matter. Only a subsequent written agreement, signed by both parties, will serve to amend this Agreement.
- (h) 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective duly authorized representatives as of Sept 25, 2015.

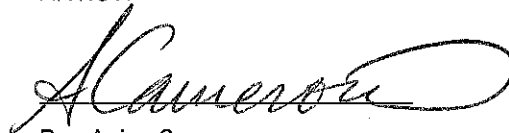
CITY: City of Côte Saint Luc



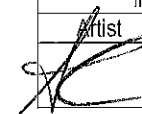
Per: Andrea Charon

General Counsel, City of Côte Saint-Luc

ARTIST:



Per: Anisa Cameron

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ANNEX A
TO ARTIST AGREEMENT:

Section 1: ARTIST'S CONTACT INFORMATION

Name: Anisa Cameron
Title: **Director of Production** of *The Producers – A New Mel Brooks Musical (the "Play")* – a Yiddish language production (the "Production") presented at the Segal Centre for Performing Arts ("Segal Centre") and produced by the Dora Wasserman Yiddish Theatre ("DWYT") and the Côte Saint-Luc Dramatic Society ("CSLDS")
Address: 1014 St-Philippe, Montreal, QC H4C 2W3
Email: anisacameron@gmail.com
Cell Number: 514-939-9845
SIN: 283 375 285

Section 2: TERM

Start Date: January 1, 2016

End Date: July 10, 2016

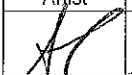
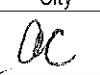
Note: The Segal Centre shall have the right to extend, remount or transfer the production of the Play at its own discretion.

Section 3: DESCRIPTION OF SERVICES

- a. The ARTIST shall render services on a free-lance basis as the Director of the Production.
- b. The ARTIST shall report to Lisa Rubin, the Artistic Director of the Segal Centre ("Artistic Director"), and work with the Artistic Consultant ("Artistic Consultant") of DWYT and the Producer of the Production.
- c. The ARTIST is responsible for the overall production of the Play and will be involved at all stages of the process, from the design and pre-production stages and rehearsal night through to the final performances of the Production.

The ARTIST's tasks shall include, but are not limited to:

- Programming and budgeting as required by the of Segal Centre for the Production;
- Audition and cast performers (designers, actors, musicians, choreographer(s), musical director(s), etc.);
- Joint rights of approval relating to the artistic direction of the Production with the Artistic Director of the Segal Centre; in conformity with the Agreement signed between the City and the Segal Centre;
- Adapting the script as required by the Segal Centre;

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- Attend all production meetings with the Segal Centre and CSLDS production teams.
- Attend all required rehearsals; and arrive prior to the rehearsal if necessary for preparation, so as to allow the rehearsal to begin on time;
- Attend necessary readings, discussions, and production and communications meetings before the rehearsal begins;
- Be available for technical sessions as required, including but not limited to: lighting hang, focus, levels; costume, wig and makeup fittings; props approval meetings; and tech and dress rehearsals as needed;
- Be available to consult with and offer approvals to the design and production teams during the pre-production period either in person or via digital means. A detailed production schedule shall be submitted for approval prior to the beginning of pre-production.
- Communicate and liaise with all parties in relation to the Production, namely the Segal Centre and CSLDS production teams involved, including actors, the creative team, the production team and producers;
- Help publicize the production by giving interviews and through social media.

Section 4: FEE & PAYMENT

The CITY shall remit to the ARTIST **\$12,585.00** (Twelve Thousand Five Hundred and Eighty Five dollars) upon receipt of an invoice as described in Section 5.

Section 5: PAYMENT

The ARTIST will invoice the CITY for the amounts provided in section 4 and will be paid as follows:

1 st payment:	\$4,195.00	upon signature of the Agreement and no later than January 1, 2016.
2 nd payment:	\$4,195.00	April 1, 2016
3 RD payment	\$4,195.00	Opening night of the production

No interest will apply for late payments.

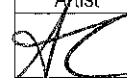
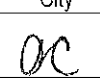
Dates are subject to change based on the City's cheque run cycle.

Under no circumstances will the ARTIST be granted with any percentage of the Box Office, nor be responsible for any personal expenses (other than the amounts mentioned above) incurred by the ARTIST.

The ARTIST shall in no way be eligible for any payments for rights or royalties for the initial run.

Section 6: BIO, PHOTO, BILLING AND PROMOTION

a) The ARTIST will be acknowledged in all Segal Centre programmes, press releases, broadcast and film credits and other such promotional material, which lists production and design staff, connected with the Production. The credit shall read as "Directed by" or "Director" as the case may be.

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b) The ARTIST shall submit electronically a bio of between 75-150 words and a head shot to smacleanrogers@segalcentre.org. The bio may be edited depending on space requirements and a final version shall be submitted to the ARTIST for approval prior to print.

c) The ARTIST shall have prior approval of her biography as used in the promotional materials and playbill of the play.

d) The ARTIST shall be available for reasonable media interviews and promotional appearance

Section 7: RECORDINGS

With regards to the ARTIST's contribution to the Production listed above:

- a) The ARTIST agrees that the Segal Centre and City shall have her permission to record rehearsals or the productions for archival and reference purposes.
- b) The Segal Centre and the City shall have the right to distribute copies of the recording to other artists and production team members involved in the Production.
- c) The Segal Centre and the City shall have the right to distribute copies of the recording to other theatres and production companies for the purpose of negotiating tours.
- d) The Segal Centre and the City shall have the right to use short portions of the recording for the purpose of advertising or for media coverage, including but not limited to interviews with cast, musicians or crew.
- e) The Segal Centre and the City shall have the right to post the performance or portions of it on their websites.

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