

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL HELD ON
MONDAY, MARCH 14, 2016, AT 5801 CAVENDISH BOULEVARD,
CÔTE SAINT-LUC, AT 8:00 P.M.**

PRESENT:

Mayor Mitchell Brownstein, B. Comm., B.C.L., L.L.B. presiding
Councillor Dida Berku, B.C.L.
Councillor Mike Cohen, B.A.
Councillor Steven Erdelyi, B.Sc., B.Ed.
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, Interim Associate City Manager and City
Clerk, acted as Secretary of the meeting

ACKNOWLEDGEMENT OF RETIREMENT

Both long-time employees, Josiane Ouaknine and James Simon, were honoured by each Member of Council for their dedicated service. A commemorative photo was then taken.

QUESTION PERIOD

The question period started at 9:02 p.m. and finished at approximately 10:00 p.m. Six (6) people asked to speak and they were heard.

1) Bryan Wolofsky

The resident suggested a *Meet the Candidates* night for the District 7 candidates to which all members of council took note.

The resident then asked for a status report regarding park clean-ups and renovations for which various members of council responded.

2) Mitch Kujavsky

The resident called upon the Côte Saint-Luc City Council to add its voice to the City of Montreal's council in terms of supporting the Cavendish Extension to which Mayor Brownstein stated that this council has already strongly voiced its support for the matter.

3) Dr. Bernard Tonchin

The resident inquired as to whether the City of Côte Saint-Luc would be interested in cleaning out air ducts for multi-family buildings (with seniors) to which Mayor Brownstein stated that this is more of a matter for the Rental Board.

The resident inquired as to whether the City could request that CP stop leaving its gate open next to the train tracks to which Mayor Brownstein responded that it would be meeting with CP in the coming weeks.

The resident then inquired as to the status of the Cavendish Extension to which Mayor Brownstein responded by updating the resident.

4) Irving Itman

The resident requested that the City ensure that the falls at Yitzchak Rabbin Park are functional to which Mayor Brownstein responded that the City could look in to it.

The resident inquired as to whether the stairs for the Westminster Underpass shall form part of the repairs to the underpass as a whole to which Councillor Erdelyi responded in the affirmative.

The resident requested that a feature be added to the SEEClickfix system where those accessing it can see actual follow-up to which all members of council took note.

The resident inquired as to whether the City would add additional speed limit signage on Guelph to distinguish between what is 30 KM-H and what is not to which Mayor Brownstein responded that the Public Works Department could indeed follow up.

5) Sidney Benizri

The resident advised council that there is a security issue around Guelph and Einstein; specifically regarding motorists' behavior to which Mayor Brownstein responded that Director Senekal can review the matter and get back to him.

6) Mary-Joy Klein

The resident explained to council that a very popular children's (train) play structure was erected at one of the City parks and then was abruptly removed to which Councillor Erdelyi responded that it was an older piece of equipment which was only supposed to be there temporarily.

The resident then called upon the City to have earlier swim times for the outdoor pool to accommodate those who wish to go to work to which Mayor Brownstein stated that the City could look in to it.

The resident then complained that the turn signal for the traffic light on Mackle and Cavendish seems to be inappropriate for the actual traffic situation to which Mayor Brownstein stated that the City could look in to the matter.

The resident then called upon the City to look at its budgeted amounts that it will be allotting to the library hours; specifically, that the City should look at reinstating them, once again, for teenagers.

160301

**CONFIRMATION OF THE MINUTES OF THE REGULAR MEETING OF
COUNCIL DATED FEBRUARY 8, 2016 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 Regular Meeting of Council dated February 8, 2016 at 8:00 p.m. be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

160302

**CONFIRMATION OF THE MINUTES OF THE SPECIAL MEETING OF COUNCIL
DATED FEBRUARY 15, 2016 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 Special Meeting of Council dated February 15, 2016 at 7:00 p.m. be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

160303

**CONFIRMATION OF THE MINUTES OF THE SPECIAL MEETING OF COUNCIL
DATED FEBRUARY 22, 2016 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 Special Meeting of Council dated February 22, 2016 at 7:00 p.m. be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

160304

MONTHLY DEPARTMENTAL REPORTS FOR FEBRUARY 2016

It was

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

AND RESOLVED:

“THAT the monthly departmental reports submitted for February, 2016 be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

160305

NOTICE OF MOTION – BY-LAW 2469 TO BE ENTITLED: “BY-LAW 2469 CREATING THE FEE SCHEDULE FOR THE ELEANOR LONDON CÔTE SAINT-LUC PUBLIC LIBRARY FOR THE APRIL 2016 TO AUGUST 2016 PERIOD”

Councillor Mike Cohen gave Notice of Motion that By-Law 2469 to be entitled: “By-law 2469 creating the fee schedule for the Eleanor London Côte Saint-Luc Public Library for the April 2016 to August 2016 will be presented at a later meeting for adoption.

160306

RESOLUTION TO WAIVE THE READING OF BY-LAW 2469 TO BE ENTITLED: “BY-LAW 2469 CREATING THE FEE SCHEDULE FOR THE ELEANOR LONDON CÔTE SAINT-LUC PUBLIC LIBRARY FOR THE APRIL 2016 TO AUGUST 2016 PERIOD”

WHEREAS, the above captioned by-law was given to members of Council on March 11, 2016;

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

It was

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

AND RESOLVED:

“THAT the Council of the City of Côte Saint-Luc unanimously waives the reading of By-Law 2469 to be entitled: “By-law 2469 creating the fee schedule for the Eleanor London Côte Saint-Luc Public Library for the April 2016 to August 2016 Period” when it will be presented for adoption, the whole in accordance with the law.”

CARRIED UNANIMOUSLY

160307

AUTHORIZATION FOR THE CITY TREASURER TO BID ON BEHALF OF THE CITY FOR THE AMOUNT IN UNPAID ARREARS CORRESPONDING WITH UNPAID MUNICIPAL TAXES

WHEREAS the City of Côte Saint-Luc (“the City”) will hold a Public auction at the City Hall located at 5801 Cavendish Boulevard, Côte Saint-Luc, on March 24, 2016 at TWO o’clock in the afternoon (2:00 p.m.) to satisfy the payment of the municipal taxes and the duties on transfers of immovable, with interest, penalties, plus costs, unless the said taxes, duties, interest, penalties and costs are all paid before the sale;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED:

“THAT the City Treasurer be authorized to bid on behalf of the City, for the amount corresponding in arrears in municipal taxes, plus interest and costs at the municipal auction to be held March 24, 2016 at 2:00 pm.”

CARRIED UNANIMOUSLY

160308

**RESOLUTION TO APPROVE THE DISBURSEMENTS FOR THE PERIOD OF
FEBRUARY 1, 2016 TO FEBRUARY 29, 2016**

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED

“THAT the Côte Saint-Luc City Council approves the attached list of disbursements for the period of February 1, 2016 to February 29, 2016 for a total amount of \$3,547,935.54 in Canadian Funds;

THAT Treasurer’s certificate No.16-0071 dated March 9, 2016 has been issued by the City Treasurer attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

160309

**HUMAN RESOURCES – PROFESSIONAL SERVICES FOR ASBESTOS
REMOVAL IN CITY BUILDINGS (C-05-16)**

WHEREAS the City of Côte Saint-Luc (the “City”) issued an invited call for tender for professional services regarding the removal of asbestos in City buildings;

WHEREAS at its January 18, 2016 Public Meeting, the Côte Saint-Luc City Council adopted Resolution number 160135 appointing a Selection Committee for said tender as well as approving a Bid Weighing System for same;

WHEREAS the City received one conforming bid pursuant to the Bid Weighting System from Le Groupe Gesfor Poirier, Pinchin (“Gesfor”);

WHEREAS it is in the best interests of the City to appropriate the monies for same from the City’s Unrestricted Surplus Account;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the Côte Saint-Luc City Council hereby awards a professional services contract to Gesfor, the sole bidder under the law, pursuant to the terms of Tender C-05-16 and the Bid Weighting System;

THAT the aforementioned contract contemplates fees for the services to be rendered for a maximum amount of \$15,870.00, plus applicable taxes;

THAT furthermore, the City shall consider an amount of 10% plus applicable taxes for any potential contingencies and extras, if required, that are first approved according to the City's procedures;

THAT the Côte Saint-Luc City Council hereby approves an appropriation of \$15,870.00, plus applicable taxes, from its Unrestricted Surplus Account to finance the above-described expenses;

THAT Treasurer's Certificate No. TC-16-0063 dated March 8, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160310

ENGINEERING – AWARDING OF A CONTRACT FOR THE SUPPLY OF FOUR ELECTRICAL SHUT OFF BOXES FOR THE STREET LIGHT NETWORK (C-06-16)

WHEREAS the City of Côte Saint-Luc (the "City") issued an invited call for tender under Tender C-06-16 seeking a contractor for the supply and installation of electrical boxes for the City's street lighting network;

WHEREAS the City invited four (4) companies and received three (3) conforming bids pursuant to the tender terms as set out in Tender C-06-16;

WHEREAS the lowest conforming bidder was Neolect Inc.;

WHEREAS it is in the best interests of the City to appropriate the monies for same from the City's Unrestricted Surplus Account;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

"THAT the Côte Saint-Luc City Council hereby awards the contract for the supply and installation of electrical boxes for the street lighting network to the lowest conforming bidder, Neolect Inc., pursuant to the terms of Tender C-06-16;

THAT the aforementioned contract contemplates fees (hereby approved) for the goods and services to be rendered for up to a maximum amount of \$18,707.00, plus applicable taxes;

THAT furthermore, the City shall consider an amount of 10%, plus applicable taxes, for any potential contingencies and extras, if required, that are first approved according to the City's procedures;

THAT the Côte Saint-Luc City Council hereby approves an appropriation of \$18,707.00, plus applicable taxes, from its Unrestricted Surplus Account to finance the above-described expenses;

THAT Treasurer's Certificate No. TC-16-0065 dated March 8, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160311

**HUMAN RESOURCES – HIRING OF TEMPORARY, HUMAN RESOURCES
MANAGER – MANAGEMENT, MATERNITY LEAVE REPLACEMENT
FIXED-TERM CONTRACT**

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 Liliane Arnold as a Human Resources Manager, for a maternity leave replacement, on a temporary basis, on a fixed-term contract, effective March 14, 2016;

THAT Treasurer's certificate number 16-0067 dated March 8, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160312

**HUMAN RESOURCES – FINANCE – APPOINTMENT OF OFFICE AGENT –
WHITE COLLAR, PERMANENT POSITION**

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council appoints Brandon Luden as an Office Agent (white collar, permanent position) effective February 22, 2016."

CARRIED UNANIMOUSLY

160313

**HUMAN RESOURCES – INFORMATION TECHNOLOGY AND
COMMUNICATIONS – APPOINTMENT OF OFFICE SOFTWARE AND
DEVELOPMENT TECHNICIAN – PERMANENT, WHITE COLLAR POSITION**

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the appointment of Vitalie Gorencu as a permanent, Office Software Development Technician, effective February 8, 2016."

CARRIED UNANIMOUSLY

160314

**HUMAN RESOURCES – PARKS AND RECREATION DEPARTMENT –
APPOINTMENT OF RECEPTION, ADMISSION AND SHOP ATTENDANT –
PERMANENT, WHITE COLLAR POSITION**

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the appointment of Frances Miller-Rosen as a permanent Reception, Admission and Shop Attendant, effective February 29, 2016."

CARRIED UNANIMOUSLY

160315

**HUMAN RESOURCES – PUBLIC WORKS - APPOINTMENT OF
COORDINATOR OF RECREATIONAL FACILITIES AND MAINTENANCE –
CONTRACT, MANAGEMENT POSITION**

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the appointment of Steve Gyula Papp as the Coordinator of Recreational Facilities and Maintenance, management position, for a fixed-term contract of one (1) year, effective from February 22, 2016 to February 24, 2017;

THAT Treasurer's certificate number 16-0061 dated March 2, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160316

**HUMAN RESOURCES – PARKS AND RECREATION – APPOINTMENT OF
ASSOCIATE DIRECTOR OF PARKS AND RECREATION, PERMANENT
MANAGEMENT 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 appointment of Cornelia Diane Ziga as the Associate Director of Parks and Recreation (management, permanent position), effective February 8, 2016;

THAT Treasurer's certificate number 16-0066 dated March 8, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160317

**HUMAN RESOURCES – FINANCE – APPOINTMENT OF TEMPORARY
ACCOUNTING AGENT – WHITE COLLAR, MATERNITY LEAVE
REPLACEMENT**

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council appoints Maria Picciuto as an Accounting Agent (white collar, maternity leave replacement), on a temporary basis, effective March 7, 2016."

CARRIED UNANIMOUSLY

160318

**APPOINTMENT OF COUNCILLOR MIKE COHEN AS ACTING MAYOR OF THE
CITY OF CÔTE SAINT-LUC – APRIL 1, 2016 UP TO AND UNTIL
JUNE 30, 2016**

It was

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

AND RESOLVED:

"THAT Councillor Mike Cohen is and shall be named Acting Mayor of the City of Côte Saint-Luc, effective April 1, 2016 up to and until June 30, 2016 inclusively, and further that the aforementioned Councillor Cohen 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

160319

**TABLING OF RESOLUTIONS CA16 170052, CA16 170053 AND CA16 170054
FROM THE BOROUGH OF CÔTE-DES-NEIGES / NOTRE-DAME-DE GRACE –
"VOIE RÉSERVÉE LIGNE D'AUTOBUS 105; COMMISSIONS SCOLAIRES;
UNE HEURE POUR LA TERRE"**

The City Clerk confirmed that the following resolutions were tabled at tonight's council meeting:

- Resolution CA16 170052 – Motion - Voie réservée ligne d'autobus 105
- Resolution CA16 170053 - Motion - Commissions scolaires
- Resolution CA16 170054 - Une heure pour la terre 2016

160320

TABLING OF RESOLUTION CA16 170028 FROM THE BOROUGH OF CÔTE-DES-NEIGES / NOTRE-DAME-DE-GRACE – MOTION TO URGE THE GOVERNMENT OF CANADA TO MOVE QUICKLY TO BAN TRANS FAT

The City Clerk confirmed that resolution CA16 170028 entitled: "Motion elimination des gras trans" was tabled at tonight's council meeting.

160321

CERTIFICATE OF CITY CLERK RE RESULTS REGARDING THE REGISTER FOR PERSONS QUALIFIED TO VOTE ON BY-LAW 2458

The City Clerk reported that, after the registration proceedings called for and held at 5801 Cavendish Boulevard from 9:00 a.m. to 7:00 p.m., on March 10, 2016, concerning by-law 2458 entitled: "*By-law 2458 authorising the repairs and renovations to the Westminster underpass and its related infrastructure and the allocation of the sum of \$580,000 taken from available balances of loan by-laws: 2263, 2291, 2293, 2325, 2331, 2341, 2356, 2358, 2363 and 2364*":

The number of persons qualified to vote on the by-law is 22,693;

The number of signatures of persons qualified to vote required to make the holding of a referendum poll obligatory is 568;

The number of persons qualified to vote who have registered is 0.

Therefore, by-law 2458 has been deemed approved by the persons qualified to vote.

160322

CERTIFICATE OF CITY CLERK RE RESULTS REGARDING THE REGISTER FOR PERSONS QUALIFIED TO VOTE ON BY-LAW 2460

The City Clerk reported that, after the registration proceedings called for and held at 5801 Cavendish Boulevard from 9:00 a.m. to 7:00 p.m., on February 25, 2016, concerning by-law 2460 entitled: "*By-law 2460 authorising a loan of \$840,000 for the purchase of heavy vehicles, trucks as well as heavy equipment*":

The number of persons qualified to vote on the by-law is 22,693;

The number of signatures of persons qualified to vote required to make the holding of a referendum poll obligatory is 568;

The number of persons qualified to vote who have registered is 0.

Therefore, by-law 2460 has been deemed approved by the persons qualified to vote.

160323

CERTIFICATE OF CITY CLERK RE RESULTS REGARDING THE REGISTER FOR PERSONS QUALIFIED TO VOTE ON BY-LAW 2461

The City Clerk reported that, after the registration proceedings called for and held at 5801 Cavendish Boulevard from 9:00 a.m. to 7:00 p.m., on February 25, 2016,

concerning by-law 2461 entitled: *“By-law 2461 authorising a loan of \$403,000 for the purchase of vehicles”*:

The number of persons qualified to vote on the by-law is 22,693;

The number of signatures of persons qualified to vote required to make the holding of a referendum poll obligatory is 568;

The number of persons qualified to vote who have registered is 0.

Therefore, by-law 2461 has been deemed approved by the persons qualified to vote.

160324

RATIFICATION OF FILING OF PROCEEDINGS AND DISCONTINUANCE OF PROCEEDINGS AGAINST DEFENDANT RESIDING AT 634 WOLSELEY

WHEREAS the City of Côte Saint-Luc took legal action against the owner of 634 Wolseley Avenue for an amount of \$2352.67;

WHEREAS the debt was paid in full;

It was

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

AND RESOLVED:

“THAT the Côte Saint-Luc City Council (“Council”) hereby ratifies the filing of Proceedings against the Defendant residing at 634 Wolseley, said Proceedings bearing docket number 500-22-228399161;

THAT Council hereby further ratifies, considering payment of the debt in full, that the City discontinue Proceedings against the Defendant without costs.”
CARRIED UNANIMOUSLY

160325

AUTHORIZATION TO ACCEPT FINAL SETTLEMENT IN THE FILE ENTITLED: VILLE DE CÔTE SAINT-LUC VS. 9259-4746 QUÉBEC INC. ET AL. #500-22-212372-411

WHEREAS fires occurred at 5809 Tommy-Douglas and at 6550-6552 Collins (collectively referred as the “Property”);

WHEREAS the City of Côte Saint-Luc (the “City”) incurred costs as a result of the fires and prior thereto;

WHEREAS the Property is owned by 9529-4746 Quebec Inc. as well as 9265-0811 Quebec Inc., and insured by Temple Insurance Company and Intact Assurance;

WHEREAS proceedings were filed against the owners of the Property as well as its insurers to recover damages caused by the fire in the amount of \$8,893.50 (“the Proceedings”);

WHEREAS in March, 2015, after learning of additional costs incurred by the City related to the Property, the City amended its lawsuit for a total amount of \$16,283.33;

WHEREAS on October 21, 2015 a partial settlement was reached for an amount of \$4446.75;

WHEREAS Co-Defendants have now offered to pay an additional amount of \$3,694.92 in final settlement of the matter in relation to the Proceedings;

It was

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

AND RESOLVED:

“THAT the Côte-Saint-Luc City Council (“Council”) hereby authorizes an additional amount of \$3,694.92 to put an end to the Proceedings;

THAT Council authorizes the City’s attorney of records well and its General Counsel to sign any document to give effect to the foregoing.”

CARRIED UNANIMOUSLY

160326

RESOLUTION TO CHANGE THE DATE OF THE APRIL 2016 REGULAR COUNCIL MEETING

WHEREAS article 319 of the *Cities and Towns Act* states that Council may decide that a Regular Sitting is to begin on a date and time other than those specified in its schedule;

It was

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

AND RESOLVED:

“The Council hereby modifies its Regular Council sitting date in April 2016 from April 11, 2016 at 8:00 pm to April 19, 2016 at 8:00 pm.”

CARRIED UNANIMOUSLY

160327

PUBLIC WORKS – ROLLING BINS SUPPLIES FOR RECYCLING (120L-240L-360L) AND ORGANIC (120L) WASTE

WHEREAS the City needs to purchase IPL Rolling Bins Supplies for Recycling (120L-240L-360L) and Organic (120L) Waste for its 2016 inventory;

WHEREAS the above mentioned rolling bins’ technical specifications and minimum order amount are available at and sold by a supplier called USD-Loubac (Gestion USD inc.);

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the Côte Saint-Luc City Council hereby approves and awards a contract in favour of USD-Loubac, for the purchase of 222 blue bins and 36 brown bins, for a total amount of \$18,214.65, plus applicable taxes, with any increase being subject to the City’s change order procedures and delegated authority by-law;

THAT Treasurer’s Certificate TC 16-0057 has been issued by the City Treasurer on February 25, 2016 attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

160328

PUBLIC WORKS - APPROVAL OF THE 2nd OPTION YEAR OF THE SANITARY PRODUCTS SUPPLY CONTRACT (TENDER C-24-12)

WHEREAS by virtue of Resolution number 130105 adopted on January 14, 2013, the City of Côte Saint-Luc (“City”) awarded a contract for the supply of certain sanitary products and dispensers, pursuant to Invited Tender C-24-12, to Equipement de sécurité Universel Inc. (“Universel”), contemplating a base term expiring on December 31, 2014;

WHEREAS the City reserved its rights in respect of two (2) additional option years, namely 2015 and 2016;

WHEREAS the City adopted the first option year (2015) and now wishes to adopt the second and last option year (2016);

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the Côte Saint-Luc City Council hereby exercises the second option year (2016) for tender no. C-24-12 previously awarded to Universel for the supply of sanitary products and dispensers, for such quantities as may be needed by the City and according to the unit prices originally tendered for this option year by Universel, for a maximum estimated annual expenditure of \$27,500.00, plus applicable taxes;

THAT Treasurer’s Certificate no. TC16-0013 was issued on January 11, 2016 attesting to the availability of funds to cover the above-described expenses;

THAT if actual consumption for 2016 exceeds this maximum estimate, the excess shall be approved in accordance with the City’s procedures.”

CARRIED UNANIMOUSLY

160329

PUBLIC WORKS – AWARDING OF A CONTRACT FOR THE PURCHASE OF TWO USED SIDEWALK CLEANERS

WHEREAS the City of Côte Saint-Luc ("City") issued an invited Tender C-07-16 for up to five (5) used sidewalk cleaners to be used by the City's Public Works Department;

WHEREAS the City received two (2) bids; one of which was documentarily non-conforming;

WHEREAS the conforming bid was that of Equipements Plannord ("Plannord");

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED

"THAT the City declares the bid of Station Service Lajeunesse et Robichaud as documentarily non-conforming;

THAT the City hereby awards a contract to Plannord, the conforming bidder, for the purchase of the following two (2), used sidewalk cleaners described as follows:

- 1) Bombardier 2012, 3193 hours, (1) season or 400-hour warranty, for the price of \$91,275.00, plus applicable taxes; and
- 2) Bombardier 2012, 2350 hours, (1) season or 400-hour warranty, for the price of \$96,357.00, plus applicable taxes,

for a total amount of \$187,642.00 plus applicable taxes;

THAT the described expenses shall be financed from loan By-law 2449 previously approved by the *Ministère des Affaires municipales et Occupation du territoire* ("MAMOT");

THAT Treasurer's Certificate number TC 16-0064 and dated March 8, 2016 has been issued by the Treasurer attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160330

PUBLIC WORKS – C-26-15 – DISPOSAL OF STREET SWEEPER WASTE – EXERCISE OF THE FIRST AND SECOND OPTION YEARS

WHEREAS the City of Côte Saint-Luc ("City") made a public call for tenders for the disposal of street waste under tender number C-26-15, contemplating a base term of one (1) year from April 1, 2015 to December 31, 2015, with two (2) option years which are in favour of the City;

WHEREAS as per Resolution number 150422 adopted on April 13, 2015 by the Côte Saint-Luc City Council, the tendered contract C-26-15 was awarded to Recyclage Notre-Dame Inc. (EBI), the lowest conforming bidder, for the 2015 season;

WHEREAS the City wishes to exercise the two option years of this contract, namely, from April 1, 2016 to December 31, 2016 and April 1, 2017 to December 31, 2017;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT Council hereby exercises the two option years under tendered contract C-26-15 concerning the disposal of street sweeper waste, previously awarded to Recyclage Notre-Dame Inc. (EBI), and this, for the period between April 1st, 2016 to December 31, 2016 and April 1, 2017 and December 31, 2017 respectively; for a total amount of \$67,102.00, plus applicable taxes, per option year;

THAT Treasurer’s Certificate TC 16-0055 dated February 25, 2016 has been issued by the City Treasurer, attesting to the availability of funds for an amount of \$67,102.00, plus applicable taxes, to cover the above-described expenses for the period between April 1, 2016 to December 31, 2016;

THAT a treasurer’s certificate must be procured before April 1, 2017 to attest to the availability of funds to cover the 2017 portion of the contract.”
CARRIED UNANIMOUSLY

160331

**PUBLIC WORKS – COOLING TOWERS MAINTENANCE SERVICE CONTRACT
(K-12-16)**

WHEREAS the City of Côte Saint-Luc (the “City”) is required to plan and implement a chemical preventative maintenance program for its two (2) cooling towers: at the City Hall and at the ACC building;

WHEREAS the City received three (3) quotations from three (3) different suppliers;

WHEREAS D.I.S. Solution provided the lowest conforming quotation;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the Côte Saint-Luc City Council (“Council”) hereby approves and awards a six (6) month contract for various maintenance services relating to the City’s two (2) cooling towers to D.I.S. Solution in accordance with the terms of their Quotation dated January 29, 2016 in the amount of \$13,898.00, plus applicable taxes;

THAT the City Treasurer has issued Treasurer’s Certificate number TC16-0069 on March 9, 2016 attesting to the availability of funds to cover the above-described expenses.”
CARRIED UNANIMOUSLY

160332

**PURCHASING – APPROVAL OF THE RENEWAL OF CSPQ GROUP
PURCHASE CONTRACT FOR COPIER AND PRINTER PAPER**

WHEREAS as per Resolution number 150531, adopted on May 11, 2015, the Côte Saint-Luc City Council (“Council”) awarded a one (1) year contract to Lyreco, a

division of Novexco Inc. ("Lyreco"), within the CSPQ group purchase Tender for copier and printer paper;

WHEREAS the above contract expired on January 29, 2016;

WHEREAS CSPQ renewed the group purchase contract with Lyreco for an additional year; namely, for the term of March 1, 2016 to February 28, 2017;

WHEREAS the City wishes to approve the renewal of the contract with Lyreco;

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council hereby approves the renewal of the CSQP group purchase contract for copier and printer paper with Lyreco, and this, for a term of March 1, 2016 to February 28, 2017, for a maximum, estimated amount of \$13,000.00, plus applicable taxes;

THAT Treasurer's Certificate no. TC16-0068 was issued on March 8, 2016 by the City Treasurer attesting to the availability of funds to cover the above-described expenses for the 2016 portion of the contract;

THAT another Treasurer's Certificate will be issued at the beginning of the 2017 calendar year to attest to the availability of funds to cover the 2017 portion of the contract;

THAT if actual consumption during the contract term exceeds this maximum estimate, the excess shall be approved in accordance with the City's procedures."
CARRIED UNANIMOUSLY

160333

RESOLUTION TO ESTABLISH THE REMUNERATION OF CERTAIN ELECTION OFFICERS

WHEREAS Section 580 of an *Act Respecting Elections and Referendums in Municipalities* ("The Act") establishes a tariff of remuneration for the Officers covered by the Act;

WHEREAS the City of Côte Saint-Luc is empowered under Section 88 of the Act to establish fees of Election Officers;

It was

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

AND RESOLVED

"THAT for the 2016 Municipal By-Election, and until modified, the rate payable to the following Election Officers be established according to the table annexed herewith as Annex A to form an integral part of the minutes."
CARRIED UNANIMOUSLY

160334

PUBLIC WORKS – AGREEMENT WITH GARDERIE SESAME INC AND THE CITY OF CÔTE SAINT-LUC FOR THE PURCHASE AND INSTALLATION OF A FENCE AT FLETCHER PARK

WHEREAS the City of Côte Saint-Luc (“City”) and Garderie Sesame Inc. have negotiated an agreement (“Agreement”) with the purpose of facilitating the purchase and installation of a fence to surround the play equipment in Fletcher Park;

WHEREAS the City shall retain the ownership and maintenance of the fence;

WHEREAS Garderie Sesame Inc. has agreed to pay the City the purchase price of the fence and any other reasonable costs associated with the fence;

WHEREAS the City requested quotations from two (2) suppliers and received two (2) quotes;

WHEREAS Interclotures Sentinelle Inc. was the lowest conforming bidder;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT the Côte Saint-Luc Council (“Council”) hereby awards a contract for the purchase and installation of a fence to surround the play equipment in Fletcher Park to the lowest conforming bidder, namely, Interclotures Sentinelle Inc. and this, for \$3,504.50, plus applicable taxes;

THAT Council further authorizes the signature of the Agreement between the City and Garderie Sesame Inc.;

THAT the terms and conditions of the aforementioned Agreement are set out in the document entitled, “Agreement for the Purchase and Installation of a fence at Fletcher Park (Agreement) between Garderie Sesame Inc. and the City of Côte Saint-Luc (City)” annexed herewith as Annex C to form an integral part hereafter;

THAT the City’s General Counsel be and is hereby authorized to sign the said Agreement on behalf of the City.”

CARRIED UNANIMOUSLY

160335

LEGAL – AMENDMENT OF THE RESOLUTION ADOPTED AT THE COUNCIL MEETING OF NOVEMBER 9, 2015 REGARDING EXERCISING THE FIRST OPTION YEAR FOR THE CONTRACT C-26-14 - COLLECTION OF WASTE, BULKY WASTE AND ORGANIC MATERIALS

WHEREAS at its meeting of November 9, 2015, the Côte Saint-Luc City Council adopted a resolution exercising the first option year for the contract numbered C-26-14 concerning the Collection of waste, bulky waste and organic materials;

WHEREAS a calculation error occurred in the total amount of the contract awarded;

WHEREAS the contract amount for the 2016 option year is \$648,331.32, and the revised amount to cover for the increased cost for transportation of organic waste due to the change of the designated site is \$4,500.00, for a total amount of \$652,831.32;

WHEREAS the contract provides for a yearly increase of the price pursuant to the Consumer Price Index ("CPI"), which at the end of the year 2015 was 1.4%;

WHEREAS the increase by CPI amounts to \$9,139.63, for a total amount of \$661,970.95, plus applicable taxes;

WHEREAS the City Council wishes to adopt an amendment to the aforementioned resolution in order to correct the amount of the contract awarded;

IT WAS

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED

"THAT the City Council hereby amends the aforementioned resolution so that the total amount of the contract awarded, namely \$649,231.32, plus applicable taxes, be replaced by \$661,970.95, plus applicable taxes."

CARRIED UNANIMOUSLY

160336

LEGAL – AMENDMENT OF THE RESOLUTION ADOPTED AT THE COUNCIL MEETING OF SEPTEMBER 21, 2015 APPROVING THE UPGRADE OF THE LIBRARY AUTOMATION SYSTEM AND AWARDING OF A CONTRACT TO INNOVATIVE INTERFACES

WHEREAS at its meeting from September 21, 2015 the City Council approved and awarded the Sierra Migration Agreement to Innovative Interfaces for the years 2016-2020 and authorized payment of the following fees:

| | |
|--|-------------|
| Year 1 Migration from Millenium to Sierra: | \$25,600.00 |
| Year 1 Maintenance and Hosting fee: | \$44,000.00 |
| Year 2 Maintenance and Hosting fee: | \$44,800.00 |
| Year 3 Maintenance and Hosting fee: | \$45,778.00 |
| Year 4 Maintenance and Hosting fee: | \$47,380.00 |
| Year 5 Maintenance and Hosting fee: | \$49,038.00 |

WHEREAS the services for the migration were rendered in 2015, a Treasurer's Certificate was issued and the payment was effected in 2015 and, therefore, the first item on the above list should read:

2015 Migration from Millenium to Sierra: \$25,600.00;

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council hereby amends the aforementioned resolution to show that the migration fee in the amount of \$25,600.00 was paid in the 2015 calendar year."

CARRIED UNANIMOUSLY

160337

AWARDING OF A CONTRACT FOR THE PURCHASE OF CHAIRS FOR THE COUNCIL CHAMBER AND THE AUDITORIUM (C-03-16)

This item was deferred to a subsequent meeting.

160338

PURCHASING / BY-ELECTION: RATIFICATION OF THE AGREEMENT BETWEEN THE CITY AND CÔTE SAINT-LUC AND INNOVISION+ FOR CONSULTING SERVICES

WHEREAS the City of Côte Saint-Luc ("City") has entered into an agreement with Innovision+ for the 2016 Municipal By Elections ("Agreement");

It was

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

AND RESOLVED:

"THAT the Côte Saint-Luc City Council hereby awards and ratifies the Agreement for an amount not to exceed \$10,472.66, plus applicable taxes, the whole as per the terms and conditions outlined in the Agreement attached (Annex B) dated February 23, 2016 including Annexes A-F;

THAT Treasurer's certificate TC-16-0070 dated March 10, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses;

THAT the Assistant City Clerk¹ is hereby authorized to sign and execute any document giving effect to the foregoing."

CARRIED UNANIMOUSLY

160339

PURCHASING – APPROVAL OF THE PREVENTIVE MAINTENANCE AGREEMENT WITH CARMICHAEL ENGINEERING LTD. FOR THE HVAC SYSTEM AT CITY HALL/LIBRARY BUILDING

WHEREAS the City of Côte Saint-Luc ("City") and Carmichael Engineering Ltd. ("Carmichael") entered into a Preventive Maintenance Agreement effective March 1, 2015 (the "Agreement");

WHEREAS the Agreement expired on February 29, 2016;

WHEREAS the City invited two companies to bid and received one conforming bid from Carmichael;

¹ Serving as the Returning Officer for the 2016 by-elections.

WHEREAS the City wishes to enter into a new agreement for a ten (10) month term with Carmichael, namely for the term of March 1, 2016 – December 31, 2016;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED

“THAT that the City hereby awards a contract to Carmichael for preventive maintenance services for the HVAC system covering the City Hall/Library building facilities for the term of March 1, 2016 to December 31, 2016 for an amount of \$12,564, plus applicable taxes;

THAT Treasurer’s Certificate number 16-0073 has been issued by the City Treasurer on March 10, 2016 attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

160340

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 STEVEN ERDELYI
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED:

“THAT the Côte Saint-Luc City Council (“Council”) approves the granting of six (6), concurrent 12-month HVAC preventive maintenance contracts with Air Technologies Plus Inc., to cover the 6 City facilities mentioned in such contracts, for the period starting January 1, 2016 and ending on December 31, 2016, for an amount not to exceed \$13,347.00, plus applicable taxes;

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

THAT Treasurer’s Certificate TC 16-0074 has been issued by the City Treasurer on March 10, 2016 attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

160341

URBAN DEVELOPMENT – APPROVAL OF CHANGE ORDER AND RATIFICATION OF A LETTER AMENDMENT FOR PROFESSIONAL SERVICES TO WSP INC. FOR CAVENDISH UNDERPASS INSPECTIONS (TENDER C-18-12)

WHEREAS the City of Côte Saint-Luc (the “City”) awarded a contract under Tender C-18-12 for professional services for the inspection of three (3) underpasses to Genivar Inc, currently, WSP Inc.;

WHEREAS it was in the best interest of the City to defer parts of this project and as a result, to change the scope of work and the timetable of the work that needed to be performed;

WHEREAS the City had put aside potential contingencies and extras, to be approved according the City’s change order procedure and delegated authority by-law;

WHEREAS it is in the best interests of the City to approve this change order in the amount of \$17,100.00, plus applicable taxes, regarding this project;

WHEREAS the City has entered into a letter agreement “Letter Amendment” for Tender C-18-12 on November 10, 2015 outlining the scope of work;

WHEREAS the City would like to ratify this Letter Agreement;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED

“THAT the City Council hereby approves and ratifies the Letter Amendment with the additional change order in relation to Tender C-18-12, in the amount of \$17,100.00, plus applicable taxes;

THAT the described expenses be financed from the contingency fund in relation to this Tender (Loan By-Law 2381);

THAT Treasurer’s Certificate No. TC-16-0041 dated February 1, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

160342

URBAN DEVELOPMENT – AWARD OF LINE PAINTING CONTRACT (C-04-16)

WHEREAS the City of Côte Saint-Luc (“City”) issued a public call for tenders under Tender No. C-04-16 seeking all-inclusive contractor services for line painting and received three (3) conforming bids;

It was

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

AND RESOLVED:

“THAT the Côte Saint-Luc City Council (“Council”) hereby awards a contract for line painting services in accordance with the terms of its Tender No. C-04-16 to the lowest conforming bidder, namely, Entreprise TechLine Inc., based on the unit prices tendered which, for the quantities contemplated in the tender, total the all-inclusive price of \$88,194.44, plus applicable taxes, for labour, equipment and all materials, all paint to conform to the most recent governmental norms;

THAT Treasurer's Certificate number TC 16-0059 dated February 29, 2016 has been issued by the City Treasurer attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160343

URBAN DEVELOPMENT – AWARDING OF A CONTRACT FOR REHABILITATION WORK ON THE BUILDING ENVELOPE OF CÔTE SAINT-LUC ELEANOR LONDON LIBRARY - CONTRACTOR SERVICES (TENDER C-02-16)

WHEREAS the City of Côte Saint-Luc ("City") issued a public call for tenders for contractor services for the rehabilitation work on the building envelope of the Eleanor London Côte Saint-Luc Public Library and received eleven (11) bids;

WHEREAS the bid of Corporation de Construction Germano ("Germano") is the lowest conforming bid;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

"THAT the City hereby awards a contract for contractor services for the rehabilitation work on the building envelope of the Eleanor London Côte Saint-Luc Public Library in accordance with Tender no. C-02-16, to the lowest conforming bidder, namely, Germano, and this, for \$1,497,211.00, plus applicable taxes;

THAT furthermore, the City shall consider an amount of 10% plus applicable taxes for any potential contingencies and extras, if required, that are first approved according to the City's procedures;

THAT the source of the financing for the aforementioned contract shall be an allocation from By-law 2445, in accordance with Treasurer's Certificate TC 16-0058;

THAT the City Treasurer has issued the revised Treasurer's Certificate TC 16-0058 on February 29, 2016 attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160344

ENGINEERING – AWARDING OF A CONTRACT FOR THE REPLACEMENT AND INSTALLATION OF A FENCE AND NETTING IN KIRWAN PARK (C-08-16)

WHEREAS the City of Côte Saint-Luc (the "City") issued a public call for Tenders (C-08-16) seeking contractor services for the replacement and installation of a fence and netting at Kirwin Park;

WHEREAS the City received eight (8) conforming bids pursuant to the terms as set out in Tender C-08-16;

WHEREAS the lowest conforming bid is Les Entreprise Steeve Couture Inc;

It was

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

AND RESOLVED

“THAT the Côte Saint-Luc City Council hereby awards a contract, for the replacement and installation of a fence and netting in Kirwin Park, to Les Entreprise Steeve Couture Inc, pursuant to the terms of Tender C-08-16;

THAT the aforementioned contract contemplates fees for the services to be rendered for an amount of up to \$51,939.61², plus applicable taxes;

THAT furthermore, the City shall consider an amount of 10%, plus applicable taxes, for any potential contingencies and extras, if required, that are first approved according to the City’s procedures;

THAT the described expenses shall be financed from the City’s Working Fund as a non-interest bearing loan;

THAT the Council shall provide, every year, out of its general fund, a sum sufficient to repay the loan back into the Working Fund;

THAT the terms of repayment shall not exceed five (5) years;

THAT Treasurer’s Certificate No. TC-16-0060 dated February 29, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

160345

**RESOLUTION TO WAIVE THE READING OF BY-LAW No. 2217-52 ENTITLED:
“BY-LAW TO MODIFY THE ZONING BY-LAW NO. 2217 OF THE CITY OF
CÔTE SAINT-LUC IN ORDER TO ENSURE THE CONCORDANCE WITH THE
REQUIREMENTS OF THE MONTRÉAL URBAN AGGLOMERATION LAND USE
AND DEVELOPMENT PLAN CONCERNING THE MINIMUM RESIDENTIAL
DENSITY LEVEL APPLICABLE TO THE SECTORS TO BE BUILT OR
TRANSFORMED”**

WHEREAS, the above captioned by-law was given to members of Council on Friday, March 11, 2016;

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

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED

“THAT the Council of the City of Côte Saint-Luc waives the reading of By-Law No. 2217-52 entitled: "By-law to modify the Zoning by-law No. 2217 of the City of Côte Saint-Luc in order to ensure the concordance with the requirements of the Montréal Urban Agglomeration Land Use and Development Plan concerning

² Author’s note: When this expression is used in the Minutes it means that the City has no obligation to spend this full amount.

the minimum residential density level applicable to the sectors to be built or transformed.”

CARRIED UNANIMOUSLY

160346

RESOLUTION TO ADOPT BY-LAW NO. 2217-52 ENTITLED: “BY-LAW TO MODIFY THE ZONING BY-LAW NO. 2217 OF THE CITY OF CÔTE SAINT-LUC IN ORDER TO ENSURE THE CONCORDANCE WITH THE REQUIREMENTS OF THE MONTRÉAL URBAN AGGLOMERATION LAND USE AND DEVELOPMENT PLAN CONCERNING THE MINIMUM RESIDENTIAL DENSITY LEVEL APPLICABLE TO THE SECTORS TO BE BUILT OR TRANSFORMED”

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED

“THAT in conformity with *“An Act respecting Land Use and Development”*, the Council of the City of Côte Saint-Luc hereby adopts By-Law No. 2217-52 entitled: “By-law to modify the Zoning by-law No. 2217 of the City of Côte Saint-Luc in order to ensure the concordance with the requirements of the Montréal Urban Agglomeration Land Use and Development Plan concerning the minimum residential density level applicable to the sectors to be built or transformed.”

CARRIED UNANIMOUSLY

160347

URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION PROGRAMS (SPAIP) – 5791 WESTMINSTER – 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 January 25, 2016 showing the construction of a new detached, single-family dwelling (replacement due to a fire) on lot 1052346 at 5791 Westminster and prepared by Geiger Huot, architects; for the Planning Advisory Committee meeting of February 2, 2016, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”

CARRIED UNANIMOUSLY

160348

URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION PROGRAMS (SPAIP) – 6839 ASHKELON – 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 September 4, 2015 showing modifications to the façade of an existing, detached single-family dwelling on lot 1561398 at 6839 Ashkelon and prepared by Mr. S. Charbonneau, technologist; for the Planning Advisory Committee meeting of February 2, 2016, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”

CARRIED UNANIMOUSLY

160349

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION
PROGRAMS (SPAIP) – 6865 BAILY – 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 January 25, 2016 showing the addition of a one-storey side extension to an existing, two-storey detached single-family dwelling on lot 1561730 at 6865 Baily and prepared by Mr. S. Abers, architect; for the Planning Advisory Committee meeting of February 2, 2016, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”

CARRIED UNANIMOUSLY

160350

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION
PROGRAMS (SPAIP) – 6877 EMERSON – 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 January 20, 2016 showing the construction of a proposed rear extension to a single-family, detached dwelling on lot 1561820 at 6877 Emerson and prepared by Mrs. R. Goldenberg, architect; for the Planning Advisory Committee meeting of February 2, 2016; be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”

CARRIED UNANIMOUSLY

160351

**URBAN PLANNING – MINOR EXEMPTION – 5791 WESTMINSTER –
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 5791 Westminster, Lot 1052346, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow, for a proposed, single-family, detached dwelling to be facing Westminster Avenue, a driveway slope of 8% instead of the maximum allowable driveway slope of 3% when the driveway is facing Westminster Avenue. The foregoing is in accordance with the provisions of the Zoning by-law No. 2217, article 7-5-9.”

CARRIED UNANIMOUSLY

160352

**URBAN PLANNING – MINOR EXEMPTION – 6873 BANTING –
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 6873 Banting, Lot 1561803, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow, for an existing, detached, single-family dwelling built in 1967 under permit no. 2606, to be located at 1,69m (5.54 ft.) from the North side land line instead of the minimum required side setback of 1,98m (6.5 ft.). The foregoing is in accordance with the provisions of the Zoning by-law No. 2217, Annex “B” (zone RU-31).”

CARRIED UNANIMOUSLY

160353

**URBAN PLANNING – MINOR EXEMPTION – 6877 EMERSON –
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 6877 Emerson, Lot 1561820, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow, for an existing, single-family, detached dwelling built in 1966 under permit no. 2493:

- a) A proposed rear extension:
 - i. to be located at 8,41m (27.59 ft.) from the rear land line instead of the minimum required rear setback of 9.9m (32.5 ft.); and
 - ii. to be located at 2,59m (8.59 ft.) from the South West side land line instead of the minimum required side setback of 3,65m (12.0 ft.); and

- b) To have a proposed, rear concrete balcony be located at 5,43m (17.84 ft.) from the rear land line instead of the minimum required distance of 6,85m (22.5 ft.).

The foregoing is in accordance with the provisions of the Zoning by-law No. 2217, Annex "B" (zone RU-32) and article 4-2-2."

CARRIED UNANIMOUSLY

160354

**URBAN PLANNING – MINOR EXEMPTION – 7400 CÔTE SAINT-LUC –
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 7400 Côte Saint-Luc, Lot 1290383, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow an existing, multifamily building with specific complementary uses built in 1990 under permit no. 6388:

- a) to be located at 6,41m (21.03 ft.) from the South-West side land line instead of the minimum required side setback of 6,53m (21.42 ft.); and
b) to be located at 3,46m (11.53 ft.) from the rear land line instead of the minimum required rear setback of 6,53m (21.42 ft.).

The foregoing is in accordance with the provisions of Zoning By-law 2217, Annex "B" (zone RM*-14)."

CARRIED UNANIMOUSLY

160355

**URBAN PLANNING – MINOR EXEMPTION – COURS PARKHAVEN –
PHASE 2 – 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 Cours Parkhaven – Phase 2, Lot 1053551, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow for the two-family dwellings in a row in phase 2 to have:

- a) The height of the ground floor level at 1,82m (6ft.) above the City sidewalk level facing Parkhaven instead of the required, maximum height of 1,52m (5 ft.). The foregoing is in accordance with the provisions of the Zoning by-law No. 2217, article 4-6-1b);

- b) A minimum distance of 8,35m (27.4 ft.) between two rear walls of dwellings instead of the required minimum distance of 9,44m (31 ft.). The foregoing is in accordance with the provisions of the Zoning by-law No. 2217, Annex "B" (zone RM-63); and
- c) An exterior stairway installed above the ground floor level and located on the side of the dwellings instead of no exterior stairways when installed above the ground floor level of the dwellings.

The foregoing is in accordance with the provisions of the Zoning by-law No. 2217, article 4-6-3."

CARRIED UNANIMOUSLY

160356

**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 April 2016 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 April 2016 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 April 2016 based on the information to be presented during those meetings."

CARRIED UNANIMOUSLY

SECOND QUESTION PERIOD

The second question period started at approximately 11:10 p.m. and finished at approximately 11:15 p.m. Four (4) people asked to speak and they were heard.

1) Dr. Bernard Tonchin

The resident inquired as to why many Côte Saint-Luc driveways are downward sloped to which Mayor Brownstein responded that the City attempts to have driveways that do not exceed a 10% slope.

2) David Tordjman

The resident requested information regarding the By-law 2217-52 entitled: "By-law to modify the zoning By-law no. 2217 of the City of Côte Saint-Luc in order to ensure the concordance with the requirements of the Montréal Urban Agglomeration Land Use and Development Plan concerning the minimum residential density level applicable to the sectors to be built or transformed" to which Councillor Berku responded that it relates to minimum density.

The resident then inquired regarding the tabling of certain resolutions adopted by the Borough of Côte-des-Neiges / Notre-Dame-de-Grace in terms of how often they are tabled to which the City Clerk responded they request for the City to table their resolutions approximately once a year.

3) Irving Itman

The resident inquired as to whether the City can intervene when homes are put up for auction for non-payment of taxes to which Councillor Erdelyi responded that the City does all it can to ensure that its residents pay all their arrears and further ensures that homes are not sold. The resident then inquired as to whether the City Hall parking lot will be resurfaced this year to which various Members of Council responded that logistically, it was not feasible this year.

4) Mitchell Kujavsky

The resident inquired regarding bathrooms at Kirwan Park; specifically as to whether they would be built to which Councillor Levine responded that currently, the City's priority is Trudeau Park subsequent to which, its priority shall be Kirwan Park.

AT APPROXIMATELY 11:15 P.M., MAYOR BROWNSTEIN DECLARED THE MEETING CLOSED.

MITCHELL BROWNSTEIN
MAYOR

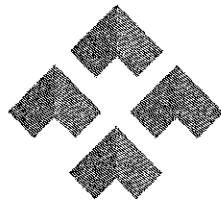
JONATHAN SHECTER
CITY CLERK

| LIST OF ANNEXES | | |
|--------------------------|----------------------------|---|
| Resolution number | Corresponding Annex | Document |
| 160333 | Annex A | Remuneration of election officers |
| 160338 | Annex B | Innovision + contract |
| 160334 | Annex C | Agreement for the Purchase and Installation of a fence at Fletcher Park |

Annex A
REMUNERATION OF ELECTION OFFICERS

| Election Staff / Office and Revision / Hourly rate | |
|---|---|
| Returning Officer/Présidente d'élection | Regulation and indexation of 1.83% from 1991 to the present |
| Assistant Returning Officer | ¾ of Chief Returning Officer's Salary |
| Treasurer | Regulation and indexation of 1.83% from 1991 to the present |
| Office Staff/ Aides Occasionnels | \$18 |
| Board of Revisors / Commission de Révision | \$20 |
| Secretary, Board of Revisors / Secrétaire, révision | \$19 |

| Election Officers – At the polls / Hourly rate | |
|--|---------|
| Polling Station Supervisor/Superviseur du centre | \$21.00 |
| Officer in charge of information and order/PRIMO | \$20.00 |
| Assistant PRIMO / Aide-PRIMO | \$19.00 |
| Deputy Returning Officer / Scrutateur | \$16.00 |
| Vote Count – Deputy Returning Officer / Scrutateur | \$18.50 |
| Poll Clerk / Secrétaire | \$16.50 |
| Vote Count – Poll Clerk / Secrétaire | \$16.50 |
| Member of the I.D. Verification Panel / Table verification | \$14.50 |
| Substitute / Substitut | \$16.50 |



innovision+
GARDIENS DE L'EFFICACITÉ DÉMOCRATIQUE

Convention

Ville de Côte Saint-Luc

Expertise et soutien technologique aux fins de la confection et de la révision de la liste électorale et autres processus électoraux

À L'ATTENTION DE
Madame Andrea Charron
Présidente d'élection

Présentée le 23 février 2016

TABLE DES MATIERES

| | |
|------------------------------------|----|
| CONVENTION INTERVENUE ENTRE: | 3 |
| ANNEXE A..... | 8 |
| ANNEXE B..... | 9 |
| ANNEXE C..... | 10 |
| ANNEXE D..... | 11 |
| ANNEXE E..... | 12 |
| ANNEXE F..... | 13 |

CONVENTION INTERVENUE ENTRE:

innovision+ inc.
1963, Frank-Carrel
Bureau 200
Québec QC G1N 2E6

(ci-après appelée "la compagnie")

Ville de • City of Côte Saint-Luc
5801 boul. Cavendish Blvd.
Côte Saint Luc, Quebec,
Canada H4W 3C3
Madame Andrea Charron
Présidente d'élection

(ci-après appelée "le client")

PRÉAMBULE

CONSIDÉRANT QUE:

La compagnie demande au client, comme approbation, d'initialer chacune des pages de la proposition (incluant les annexes) ci-jointe, celle-ci faisant l'objet des précisions, termes et tarifications de la présente convention.

La compagnie s'engage à assurer une collaboration avec le client dans le but de bien réaliser toutes les étapes du processus électoral suivant la description faite à la proposition jointe en annexe.

La compagnie requiert une collaboration de la part du client pour obtenir toutes les informations ou spécifications nécessaires à la bonne réalisation du mandat au sujet des décisions relevant du client, lesquelles informations sont, entre autre détaillées à la proposition ci-jointe.

La compagnie requiert la signature du client pour approbation de tous les biens livrables afin d'assurer la bonne marche de la présente convention.

| INITIALES | |
|--------------|-----------|
| la compagnie | le client |
| # | OC |

LES PARTIES CONVIENNENT :

OBJET DE LA CONVENTION

1. La présente convention a pour objet la fourniture de biens, de services professionnels et de conseils requis dans le cadre de la réalisation d'un événement municipal, plus amplement décrits à la proposition jointe en annexe comme partie intégrante de ce contrat. Le préambule fait partie intégrante des présentes.

DURÉE DE LA CONVENTION

2. La convention entre en vigueur à compter de la **date du contrat** et se terminera le **30 avril 2016**.
3. Il sera possible au client de prolonger ladite convention pour une période de soixante (60) jours, aux mêmes termes et conditions, toute prolongation supplémentaire devra faire l'objet d'une entente entre les parties.

LIMITES DE RESPONSABILITÉ

4. Sauf pour les biens livrables et sous réserve des informations transmises par le DGEO et de ce qui suit en regard de l'approbation de ceux-ci et des délais y afférents, la compagnie assume envers le client une obligation de moyens, en ce sens que la compagnie s'engage à mettre à la disposition du client un personnel compétent et suffisant en nombre pour respecter l'échéancier établi. Toutefois, la compagnie et le client s'engage à respecter rigoureusement tous les délais prévus tant à la présente convention qu'à la proposition ci-jointe, plus particulièrement, mais sans limiter la généralité de ce qui précède, quant à la livraison des avis d'inscription (ou d'absence) et à la livraison des cartes de rappel (si requis par le contrat).
5. Le client comprend et accepte que/qu'il:
 - advenant qu'il soit effectué des saisies d'informations sur des équipements propriété du client, il sera de son entière responsabilité de protéger ses données et de s'assurer de la conservation ainsi que de la précision de celles-ci;
 - il sera de son entière responsabilité de fournir du personnel compétent pour l'utilisation des équipements et logiciels lors des différentes étapes du processus électoral;
 - il sera responsable de tout bris, dommage ou vol des équipements loués de la compagnie;
 - suite à la remise des listes à des fins de vérification, **il sera de son entière responsabilité** de s'assurer de la précision de celles-ci, étant convenu que la responsabilité de la compagnie se limite à la correction des erreurs décelées par le client;
 - advenant des travaux supplémentaires non prévus à la proposition ci-jointe ou survenant suite à la modification des informations ou travaux approuvés par le client, ce dernier devra en payer les coûts suivant le tarif prévu.
6. La compagnie ne sera pas responsable de tous délais occasionnés par:
 - des modifications demandées par le client nécessitant des délais non prévus à l'échéancier;
 - la grève des employés impliqués dans l'ensemble du processus prévu aux présentes ou tout autre cas fortuit hors du contrôle de la compagnie;
 - la modification apportée par le client aux cartes ou formulaires suite à l'approbation donnée à la compagnie (ex: erreur dans la typographie d'une carte ou formulaire, etc...)

| INITIALES | |
|--------------|-----------|
| la compagnie | le client |
| # | OC |

PROPRIÉTÉ ET PROTECTION DU LOGICIEL PERFAS – L'INTERFACE ÉLECTORALE

7. La présente convention n'entraîne d'aucune façon le transfert des droits de propriété ou d'utilisation des logiciels utilisés par la compagnie dans le cadre du présent contrat, la compagnie conservant la propriété desdits logiciels et de leur modification ou ajout qui pourraient être effectués pour la réalisation du présent contrat.

DISPOSITIONS MONÉTAIRES

8. La convention est conclue pour la somme de 17 433,11 \$ dans l'éventualité de l'élection à la mairie et \$10 472,56 dans l'éventualité où le maire est proclamé et l'élection va seulement être pour le district 7 (taxes provinciale et fédérale non incluses), répartie en plusieurs versements au fur et à mesure de l'avancement des travaux, le tout tel que décrit à l'échéancier joint aux présentes à l'annexe intitulé « Échéancier de facturation ».
9. Advenant la modification des informations transmises par le client (changement des endroits de votation, changement des districts électoraux, etc...) ou modification de listes ou travaux acceptés par le client, la compagnie sera en droit de charger des frais supplémentaires engendrés par ces modifications suivant le tarif prévu pour les services hors contrat.
10. Les sommes dues à la compagnie porteront intérêt au taux global annuel de 15 %, (1.25% par mois), ces intérêts étant composés mensuellement et payables après trente (30) jours de la date de facturation, sous réserve de ce qui suit. Ces intérêts couvriront et seront calculés à compter de la date d'exigibilité jusqu'à acquittement du paiement, le tout sans qu'il soit nécessaire d'une mise en demeure.

Les factures reçues par le client après la cessation des assemblées du Conseil suivant les dispositions de l'article 314.2 de la Loi sur les élections et les référendums des villes, deviendront dues et exigibles 30 jours après la première assemblée du Conseil suivant l'élection.

11. Dans le cas où le présent contrat viendrait à prendre fin pour quelque raison que ce soit, le client devra payer à la compagnie les sommes dues pour les travaux réalisés, à la date de l'avis, selon l'état d'achèvement au tarif prévu pour les services hors contrat (joint en annexe à la présente convention).
12. Dans le cas où il n'y aurait pas d'élection à tous les postes visés par la convention, le client devra payer les frais réels de biens et services rendus plus 35% des biens et services non-rendus. Dans le cas où les coûts seraient moindres que les montants déjà versés par le client, un chèque en remboursement desdits excédents sera émis par la compagnie au client (voir tableau des coûts en annexe).

PUBLICITÉ



13. Les parties conviennent que la compagnie aura le droit d'utiliser le nom du client et citer celui-ci à des fins de référence à tout client éventuel.

CONFIDENTIALITÉ

14. Chacune des parties s'engage à ne pas divulguer les documents ou renseignements communiqués ou obtenus à l'occasion de l'exécution des présentes, et s'engage à faire respecter ces dispositions par ses collaborateurs et/ou personnel impliqués dans l'ensemble du processus.

Si le client le désire ou si la compagnie le demande, les informations de la liste électorale fédérale ou toutes autres sources d'information pourront être utilisées comme document de référence dans l'exercice du présent mandat. La compagnie s'engage à n'utiliser ces renseignements que dans l'exercice du présent mandat, à retourner les informations au client après son utilisation et à détruire les renseignements qu'elle peut détenir au terme de leur utilisation.

En regard de l'application de la Loi sur les élections et référendums dans les villes, laquelle est entrée en vigueur le 1^{er} juin 1997, la compagnie s'engage à n'utiliser ces renseignements que dans l'exercice du présent mandat, à retourner au client après son utilisation toutes informations reçues dans le cadre de l'application de cette Loi et à détruire celles-ci, le tout suivant les dispositions de cette Loi.

| INITIALES | |
|---|---|
| la compagnie | le client |
|  |  |

NON SOLLICITATION DU PERSONNEL

15. Chacune des parties renonce, sauf accord écrit préalable, à faire directement ou indirectement des offres d'engagement à un employé ou collaborateur de l'autre partie ayant travaillé chez elle ou à le prendre à son service, sous quelque statut que ce soit.
16. Cette renonciation est valable pendant une période de douze (12) mois à compter de la fin de l'exécution de la présente convention.
17. Dans le cas où l'une des parties ne respecterait pas cet engagement, elle s'engage à dédommager l'autre partie en lui versant une indemnité égale au salaire annuel du collaborateur calculé en fonction des appointements bruts perçus pendant le mois précédent le manquement à la présente entente de non sollicitation.

CLAUSE D'ARBITRAGE

18. Au cas où un différend naîtrait entre les parties en relation avec les termes de la présente convention, de sa validité ou de sa légalité, il est convenu entre les parties que leur différend sera soumis à l'arbitrage, conformément aux articles 940 et suivants du Code de procédure civile du Québec ;

Les dispositions des articles 940 et suivants s'appliqueront sauf quant aux modifications suivantes :

Article 940.5

« La signification de tout document pourra être valablement donnée à l'une ou l'autre des parties des présentes, soit par courrier recommandé, avec avis de réception, soit donné de main à main aux adresses mentionnées au début de la présente ou par huissier ».

Article 941

« Un seul arbitre sera nommé par les procureurs des parties ».

Une partie qui désire soumettre une question à l'arbitrage doit en aviser l'autre partie par avis écrit envoyé par courrier recommandé. La partie qui désire soumettre une question à l'arbitrage doit indiquer clairement dans l'avis qu'elle transmet à l'autre partie la question qu'elle désire soumettre à l'arbitrage et le nom de la personne qu'elle nomme pour choisir l'arbitre. Dans les dix (10) jours de l'envoi de l'avis, la partie notifiée doit poster par courrier recommandé un avis avisant l'autre partie du nom de la personne qu'elle nomme pour choisir l'arbitre. Les deux (2) personnes ainsi choisies doivent, dans les dix (10) jours de la mise à la poste de l'avis par la partie notifiée, choisir un arbitre, en donner avis à chaque partie et fixer une date de rencontre au plus tard cinq (5) jours après pour étudier la question soumise à l'arbitrage.

L'arbitre devra rendre sa décision dans les trente (30) jours de sa nomination. Tout arbitrage est sujet aux dispositions des articles 940 et suivants du Code de procédure civile du Québec. La sentence de l'arbitre est finale et sans appel et les frais seront répartis à la discrétion de l'arbitre.

À défaut par la partie notifiée de nommer son représentant pour le choix de l'arbitre dans les délais mentionnés ou à défaut par les personnes nommées par chacune des parties de s'entendre sur la nomination d'un arbitre, l'autre partie ou l'une ou l'autre des parties selon le cas, pourra, en tout temps, demander à un juge de la Cour supérieur du district de Québec de nommer un arbitre qui aura les pouvoirs mentionnés aux termes des présentes.

Les frais et honoraires de l'arbitre seront assumés en parts égales entre les parties ;

| INITIALES | |
|--------------|-----------|
| la compagnie | le client |
| # | ac |

Tous les avis écrits transmis par l'une ou l'autre des parties à la présente convention devront être adressés :

Quant à la compagnie :

Innovision+ inc.
a/s de Monsieur Alain Robillard
1963, Frank-Carrel, bureau 200
Québec QC G1N 2E6

Quant au client :

Ville de • City of Côte Saint-Luc
a/s de Madame Andrea Charron
5801 boul. Cavendish Blvd.
Côte Saint Luc, Quebec,
Canada H4W 3C3

La décision de l'arbitre sera finale et sans appel, les parties aux présentes renonçant expressément à ce droit ;

Les autres dispositions du livre 7^{ème} du Code de procédure civile sont modifiées pour tenir compte de la présente convention d'arbitrage.

DISPOSITIONS GÉNÉRALES

19. **Défaut** - Le défaut en tout temps de l'une ou l'autre des parties d'exiger que l'autre partie se conforme à l'une quelconque des dispositions des présentes n'affectera d'aucune façon son droit d'exiger en tout temps par la suite que l'autre partie se conforme à telle disposition.
20. **Invalidité** - L'invalidité ou la nullité de l'une ou l'autre ou de plusieurs des clauses de la présente convention n'affectera pas le reste de celle-ci qui continuera à avoir tous ses effets et devra être interprétée comme si telle clause invalide ou nulle avait été omise.
21. **Loi applicable** - Les parties conviennent que la convention est régie et interprétée selon les lois de la province de Québec.
22. **Interprétation** - Les titres et sous-titres des articles de cette convention ont été insérés uniquement pour l'utilité du lecteur et ne font pas partie de celle-ci.
23. **Effet** - La présente convention remplace et annule toutes conventions, ententes, accords de principe, communications, négociations écrites ou verbales en vigueur entre les parties, aucune représentation n'ayant induit le client à exécuter cette convention et il n'y a pas de représentation, encouragement, promesse ou convention verbale ou autre entre les parties sauf ce qui est expressément convenu aux présentes. Aucun amendement, changement ou modification de cette convention ne liera les parties sauf si exécuté par écrit.

ELECTION DE DOMICILE

24. Toute procédure judiciaire relative aux présentes devra être portée devant le Tribunal du district de Québec, district où les parties élisent domicile aux fins de toutes procédures judiciaires.

EN FOI DE QUOI, les parties ont signé à Côte Saint-Luc


ce 24 jour du mois de février 2016.



innovision+ inc.
Monsieur Alain Robillard
Vice-Président



Ville de • City of Côte Saint-Luc
Madame Andrea Charron
Présidente d'élection

| INITIALES | |
|---|-----------|
| la compagnie | le client |
|  | |

ANNEXE A

SERVICES HORS CONTRAT

Il sera possible pour la Ville d'obtenir des services supplémentaires tels, support légal, consultation, rapports, ajouts et modifications. Le tarif alors chargé par innovision+ inc. sera alors:

| | | |
|----------------------|--|-----------------|
| Tarif horaire | 7h00 à 18h00 | 100,00 \$/heure |
| | 18h01 à 00h00 | 125,00 \$/heure |
| | 00h01 à 6h59 | 160,00 \$/heure |
| Frais de déplacement | 0,45 \$ / Km (point d'origine de Québec) | |
| Temps de déplacement | 40.00 \$/heure | |

Plus frais réels d'hébergement, de subsistance et de stationnement.

ÉCHÉANCIER DE FACTURATION

Mandat : 17 433,11 \$

| | |
|---|------------------|
| À la signature | 30% du contrat |
| Le 14 mars 2016 | 40 % du contrat |
| Terme du mandat (vers le 10 avril 2016) | Solde du contrat |

| INITIALES | |
|--------------|-----------|
| la compagnie | le client |
| # | OC |

Budget Impartition

| | Unitaire | Total si élection à la maire | Total si aucune élection | Total si pas élection à la maire mais au district 7 |
|---|-------------|------------------------------------|-----------------------------|--|
| Nombre d'électeurs : 22 735 | | | | |
| Nombre d'adresses : 15 114 | | | | |
| IMPARTITION ET SERVICES | | Total Soumission | Total Facturable | Total Facturable |
| Gestion de projet | | 2 273,50 \$ | 2 273,50 \$ | 2 273,50 \$ |
| Récupération des données DGEQ (unité) | | 909,40 \$ | 909,40 \$ | 909,40 \$ |
| Vérification et validation adresses base de données | | 1 209,12 \$ | 1 209,12 \$ | 1 209,12 \$ |
| Remise des données en format numérique pour DGEQ | | 909,40 \$ | 0 \$ | 318,29 \$ |
| DIVISION TERRITORIALE | | | | |
| Découpage automatique des sections de vote | | 453,42 \$ | 453,42 \$ | 453,42 \$ |
| Production d'un fichier XLS pour créer des sections de vote du district 1 et les assigner à un autre endroit de votation (travail fait par la ville) | | Inclus | Inclus | Inclus |
| TRAITEMENT AVANT L'ÉLECTION | | | | |
| Traitement électeurs non-appariés | | Inclus | Inclus | Inclus |
| Recherche des électeurs en double | | Inclus | Inclus | Inclus |
| Non-domiciliés via fichier excel complété par la Ville | | 300,00 \$ | 300,00 \$ | 300,00 \$ |
| PRODUCTIONS DES IMPRIMÉS | | | | |
| Liste électorale (fichier PDF ou CSV), selon le nombre d'électeurs | 0,0050 \$ | 113,68 \$ | 113,68 \$ | 113,68 \$ |
| Listes supplémentaires (fichier PDF ou CSV), selon le nombre d'électeurs | 0,0050 \$ | 227,35 \$ | 0 \$ | 13,62 \$ |
| Avis d'inscription bilingue (ou absence), par adresse | 0,21 \$ | 3 173,94 \$ | 1 110,88 \$ | 1 315,63 \$ |
| Avis d'inscription : Préparation, mise en page et tri postal | 495,00 \$ | 495,00 \$ | 173,25 \$ | 495,00 \$ |
| Carte de rappel bilingue – Imprimée au verso de l'avis d'inscription | 0,18 \$ | 4 092,30 \$ | 1 432,31 \$ | 1 750,90 \$ |
| Carte de rappel : Préparation, mise en page | 495,00 \$ | 495,00 \$ | 173,25 \$ | 495,00 \$ |
| RÉVISION DE LA LISTE | | | | |
| Commission de révision informatisée, comprenant 1 poste maître et imprimante, installation, 1 cartouche laser incluse | 1 250,00 \$ | 1 250,00 \$ | 437,50 \$ | Non-requis |
| Cartouche laser supplémentaire | 150,00 \$ | Sur demande | 0 \$ | Non-requis |
| Formation du personnel de la Ville (1) | 275,00 \$ | 275,00 \$ | 0 \$ | Non-requis |
| Frais de déplacements estimé (2) | 200,00 \$ | 400,00 \$ | 0 \$ | Non-requis |
| Application web sécurisée et formation téléphonique (manuellement) | 300,00 \$ | Non-requis | 0 \$ | 300,00 \$ |
| Traitement des demandes acceptées (manuellement) | 10,00 \$ | Non-requis | 0 \$ | 10,00\$/unité |
| AUTRES ACTIVITÉS ET FRAIS | | | | |
| Utilisation d'un portail sécurisé et hébergement des données (pour un an) | 275,00 \$ | 275,00 \$ | 275,00 \$ | 275,00 \$ |
| Gestion du BVI - tarif de base | 250,00 \$ | 250,00 \$ | 0 \$ | 250,00 \$ |
| Gestion du BVI - par électeur concerné (1 324 électeurs dans 9 centres) | 0,25 \$ | 331,00 \$ | 0 \$ | 0,25 \$ unité |
| TOTAL | | 17 433,11 \$ | 8 861,31 \$ | 10 472,66 \$ |

Notes :

1. Les imprimés seront facturés selon le nombre réel
2. Les listes et les rapports peuvent être produits soit en anglais, soit en français.
3. Les frais de poste sont facturables via la convention de la ville de Côte Saint-Luc avec Postes Canada

| INITIALES | |
|--------------|-----------|
| la compagnie | le client |
| # | OC |


ANNEXE C

Calendrier des opérations

1. Récupération des données officielles (24 heures après réception)
2. Division en sections de vote (24 heures après récupération)
3. Approbation de la présidence d'élection
4. Production des listes de travail (5 jours)
5. Liste électorale pour dépôt (2 jours avant le dépôt)
6. Liste électorale pour consultation (2 jours avant dépôt et tout au long du mandat suivant les demandes)
7. Avis d'inscription et d'absence d'inscription
 - a. Mise en page (5 jours avant le dépôt)
 - b. Approbation de la présidence d'élection
 - c. Production (au jour du dépôt)
 - d. Envoi par la poste (4 jours avant la 1^{ère} journée des commissions de révision)
8. Listes pour candidats (Jour du dépôt)
9. Commission de révision informatisée
 - a. Formation des utilisateurs (dans les semaines précédant les commissions de révision)
 - b. Installation des équipements (veille des commissions et avant-veille)
 - c. Support téléphonique de base et/ou avec l'option d'un technicien sur place (tout au long des commissions)
 - d. Désinstallation (journée après le dernier jour des commissions max)
 - e. Production des listes de travail après commission (24 heures après fermeture des commissions)
10. Cartes de rappel (combinée avec Avis d'inscription)
 - a. Mise en page (3 jours après date limite des mises en candidature)
 - b. Approbation de la présidence d'élection
11. Remise des données au DGÉQ et à la présidence d'élection (15 jours après scrutin)

| INITIALES | |
|--------------|-----------|
| la compagnie | le client |
| # | OC |

Avis d'inscription (ou d'absence d'inscription) exemple



Ville de Sainte-Anne-de-Bellevue
100, rue Sainte-Anne
Sainte-Anne-de-Bellevue
QC H9X 1M2

**ÊTES-VOUS INSCRITS SUR LA LISTE ÉLECTORALE ?
ARE YOU REGISTERED ON THE MUNICIPAL ELECTORAL LIST ?**

AVIS D'INSCRIPTION OU D'ABSENCE D'INSCRIPTION

**Élection partielle du 21 février 2016
By-election of February 21st, 2016**

En vue de l'élection partielle du 21 février 2016, la liste électorale qui a été déposée au bureau de la municipalité fera l'objet d'une révision.

The electoral list drawn up for the February 21st, 2016 by-election was deposited at the office of the municipality and will now be revised.

**ELECTEUR(S) INSCRIT(S) À CETTE ADRESSE
ELECTOR(S) REGISTERED FOR THIS ADDRESS**

Espace réservé pour l'inscription du nom des électeurs inscrits à cette adresse et pour les corrections ou les ajouts à cette liste.
Asyl Sector reserved for a list of electors registered at this address and for corrections or additions to this list.

Espace réservé pour l'adresse postale

| | |
|--|--|
| DISTRICT ÉLECTORAL ELECTORAL DISTRICT | |
| SECTION DE VOTE POLLING SUBDIVISION | |

| SI VOUS CONSTATEZ DES ERREURS OU DES OMISSIONS | IF YOU FIND ANY ERRORS OR OMISSIONS |
|---|---|
| Présentez-vous devant la commission de révision pour faire une demande d'inscription, de correction ou de radiation à la liste électorale. | You can appear in front of the Board of Revisors and make an application for entries, corrections or strike-offs to the electoral list. |
| POUR VOUS INSCRIRE | TO REGISTER |
| Vous devez présenter deux pièces d'identité. La première doit indiquer votre nom et votre date de naissance et la seconde votre nom et votre adresse. | You must present two identification documents. The first has to show your name and date of birth and the second your name and your address. |

| COMMISSION DE RÉVISION / BOARD OF REVISORS | |
|--|--|
| Le lundi 8 février 2016 19 h à 22 h | Monday, February 8th, 2016th 7 pm to 10 pm |
| Le mardi 9 février 2016 10 h à 13 h | Tuesday, February 9, 2016 10 am to 1 pm |
| Hôtel de ville City Hall 100 rue Sainte-Anne Sainte-Anne-de-Bellevue QC H9X 1M2 | |

| POUR VOTER | TO VOTE |
|--|---|
| Vous devez présenter l'une des pièces d'identité suivantes : Carte d'assurance maladie du Québec, permis de conduire du Québec, passeport canadien, certificat de statut d'indien ou carte d'identité des forces canadiennes. | It is mandatory to produce one of the following identification documents: Québec health insurance card, Québec driver's licence, Canadian passport, Indian status identity card or Canadian forces identity card. |
| VOTE PAR ANTICIPATION / ADVANCE POLL | |
| Le dimanche 14 février 2016 de 12 h à 20 h Sunday, February 14th, 2016 from 12 pm to 8 pm | |
| Centre Harpell 60, rue Saint-Pierre Sainte-Anne-de-Bellevue QC H9X 1Y6 | |
| VOTE LE JOUR DU SCRUTIN / POLLING DAY | |
| Le dimanche 21 février 2016 de 10 h à 20 h Sunday, February 21st, 2016 from 10 am to 8 pm | |
| Centre Harpell 60, rue Saint-Pierre Sainte-Anne-de-Bellevue QC H9X 1Y6 | |

Pour plus de renseignements, communiquez avec le bureau de la présidente d'élection : 514-457-6807
 For additional information, please contact the office of the Returning Officer at:

Me Catherine Adam
 Cassidiane d'élection
 Returning Officer

(Né à cet effet de l'appel de vote au verso / Issued for this purpose on the reverse)

| INITIALES | |
|--------------|-----------|
| la compagnie | le client |
| # | ac |

Carte de rappel exemple

| TRÈS IMPORTANT - CARTE DE RAPPEL DU VOTE - APPOURTEZ CETTE CARTE AVEC VOUS LE JOUR DU VOTE IMPORTANT NOTICE - REMEMBER CARD - ON POLLING DAY, BRING THIS REMINDER WITH YOU | |
|---|---|
| Election partielle du dimanche 21 février 2016 de 10 h à 20 h / By-election of February 21st, 2016 from 10 am to 8 pm | |
| Espace réservé pour le vote à domicile | VOTE LE JOUR DU SCRUTIN POLLING DAY |
| Espace réservé pour le nom de l'électeur et son adresse postale | Centre Harpell 60, rue Saint-Pierre, Sainte-Anne-de-Bellevue QC H9X 1Y6 |
| | DISTRICT ÉLECTORAL ELECTORAL DISTRICT |
| | SECTION DE VOTE POLLING SUBDIVISION |
| | NUMÉRO D'ÉLECTEUR ELECTION NUMBER |
| POSTE DE CONSEILLER / OFFICE OF COUNCILLOR DISTRICT #3 | - Lise-Anne Briand - Francis Juneau |

| INITIALES | |
|--------------|-----------|
| la compagnie | le client |
| # | DC |

ANNEXE F

GARANTIES : La compagnie fait les déclarations et donne les garanties suivantes au client et reconnait et confirme que le client dépend de telles déclarations et garanties en relation avec les services et sans lesquelles la contrepartie prévue dans les présentes n'aurait pas été accordée par le client. Ces déclarations et garanties viennent compléter, mais ne passent pas outre ou diminuent, toute autre déclaration et garantie fournies par la compagnie, y compris (au besoin) en vertu des conditions de toute offre signée(e) entre la compagnie et le client.

(a) Les services requis seront exécutés conformément aux normes et pratiques généralement reconnues dans l'industrie par un personnel qualifié et expérimenté qui est formé dans le domaine.

| INITIALES | |
|--------------|-----------|
| la compagnie | le client |
| # | OC |



AGREEMENT FOR THE PURCHASE AND INSTALLATION OF A FENCE AT FLETCHER PARK (Agreement) BETWEEN GARDERIE SESAME INC. AND THE CITY OF CÔTE SAINT LUC (“City”) ENTERED INTO ON THIS ____ DAY OF MARCH 2016 (“Effective Date”)

BETWEEN: **Garderie Sesame Inc.**, a CPE having its head office at 5555 Westminster, Suite 220, Côte Saint-Luc, Québec, H4W 1T4, being represented by Mr. Michael Gurman

Hereinafter referred to as “Garderie Sesame”

AND: The City of Côte Saint-Luc having its City Hall situated at 5801 Cavendish Boulevard, Côte Saint-Luc, Québec, H4W 3C3

Hereinafter referred to as “CSL”

WHEREAS the City is the owner of the property with cadastral number 1053810 located at the corner of Bailey Street and Kingsley Street the park bearing the name Fletcher Park which is a public park (“Park”);

WHEREAS there are several playground equipment apparatuses situated in the Park (“Equipment”);

WHEREAS Garderie Sesame has made a request to the City to have permission to place a fence around the Equipment in the Park;

WHEREAS the City has agreed to facilitate the purchase and supervise the installation a fence to surround the Equipment at the request of Garderie Sesame;

WHEREAS the City requested quotations from two (2) suppliers for the Fence;

WHEREAS the City is prepared to purchase the fence from Interclotures Sentinelle Inc. (“Supplier”), the lowest conforming bidder;

WHEREAS Garderie Sesame has agrees to pay the City, the amount the City pays for the Fence as outlined in the quotation from the Supplier as seen in Schedule #1 and any other unforeseen reasonable expenses associated with the purchase and installation of the Fence upon proof of an invoice from the Supplier or any other supplier who is required to complete the project;

WHEREAS the City will own and be responsible for the maintenance of the Fence;

NOW THEREFORE, THE PARTIES HEREBY COVENANT AS FOLLOWS:

1. OBJECT OF THE AGREEMENT

1.1 The Preamble of this Agreement sets out the object of this Agreement as if it was repeated at length herein. The parties agree that pursuant to the terms and conditions and subject to the limitations set out in this Agreement the City will facilitate the purchase the Fence and own the Fence and Garderie Sesame will pay the City the amount paid by the City for said Fence.

2. OBLIGATIONS OF THE CITY OF CÔTE SAINT-LUC

| | |
|----------------|----------------------|
| Côte Saint-Luc | Garderie Sesame Inc. |
| | |

- 2.1 The City will facilitate the purchase and installation of a Fence to surround the Property on behalf of Garderie Sesame;
- 2.2 The City will propose the adoption of a resolution at the Public Meeting held on March 14, 2016 for the purchase/installation of the Fence (Resolution);
- 2.3 Provided the Resolution set out in Section 2.2 is adopted, the City will issue a purchase order to the Supplier;

3. OBLIGATIONS OF GARDERIE SESAME

- 3.1 Upon the signature of this Agreement, Garderie Sesame will issue a cheque to the City in the amount of \$3,504.50 plus applicable taxes and any other unforeseen reasonable expenses associated with the purchase and installation of the Fence upon proof of an invoice from the Supplier or any other supplier who is required to complete the project;
- 3.2 The City will own and be responsible for the maintenance of the Fence.

4. LIABILITY

- 4.1 Neither party under this Agreement shall be liable for indirect, special or consequential damages and neither party's liability under this Agreement, cumulative in the aggregate shall exceed the cost of the Fence.

5. APPLICABLE LAW AND LANGUAGE

- 5.1 This Agreement shall be construed under the rights of the Parties determined by reference to the laws of the Province of Quebec, Canada.
- 5.2 Any dispute between the parties which cannot be resolved by good faith negotiations shall be handled as follows:
 - (a) Prior to either party any action or involving outside legal counsel with respect to any dispute such party is obligated to notify the other party in writing of the dispute;
 - (b) Once one party notifies the other of a dispute, the parties shall meet as quickly as possible to seek to resolve the dispute;
 - (c) In the event that following such meetings the parties are unable to resolve the dispute, they shall agree on an appropriate mediator and shall submit such dispute to non-binding mediation.
 - (d) In the event the parties cannot resolve the dispute following mediation, either Party may submit the dispute to arbitration pursuant to the rules of the Canadian Commercial Arbitration Centre ("CCAC"). The arbitration shall occur in the City of Cote Saint-Luc in the English language before a sole arbitrator chosen by the parties or appointed under the rules of the CCAC failing such agreement.
 - (e) The parties agree that all notices or other communications sent under this Agreement, any mediation or arbitration held under this Agreement and any documents submitted to a mediator or arbitrator under this Agreement shall be exclusively in the English language.

6. ENTIRE AGREEMENT

- 6.1 This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof, no changes or deletions may be made except in writing bearing the signatures of representatives of both parties to this Agreement.

7. SUCCESSORS AND ASSIGNMENT

- 7.1 This Agreement and any rights hereunder may not be assigned by either party.

| | |
|-----------------------|----------------------------|
| Côte Saint- Luc | Garderie Sesame Inc. |
| | |

7.2 This Agreement shall ensure to the benefit of and be binding upon the parties and their respective heir, successors, assigns trustees and legal representatives.

8. GENERAL PROVISIONS

8.1 If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of this Agreement. The remainder shall be binding and effective and the parties shall meet to find a revised way to give intent to the meaning of the invalid portion of the Agreement.

8.1.1 This Agreement constitutes the entire agreement between the parties related to the subject matter hereto and replaces all former agreements related to the subject matter of this Agreement.

8.2 Any amendment to this Agreement needs to be in writing and signed by both parties.

8.3 This Agreement and all related documents have been drafted in English at the express wish of the parties. Ce contrat et tous les documents connexes soient rédigés en anglais à la demande express des parties.

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

AND WE HAVE SIGNED:

GARDERIE SESAME INC.

CITY OF CÔTE SAINT-LUC

Per: _____
Michael Gurman, President

Per: _____
Andrea Charon, General Counsel

Date: _____

Date: _____

| | |
|-----------------------|----------------------------|
| Côte Saint- Luc | Garderie Sesame Inc. |
| | |