

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL HELD ON
THURSDAY, JUNE 16, 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 Sidney Benizri
Councillor Dida Berku, B.C.L.
Councillor Mike Cohen, B.A.
Councillor Steven Erdelyi, B.Sc., B.Ed.
Councillor Sam Goldbloom, B.A.
Councillor Ruth Kovac, B.A.
Councillor Allan J. Levine, B.Sc., M.A., DPLI
Councillor Glenn J. Nashen

ALSO PRESENT:

Ms. Nadia Di Furia, Interim City Manager
M^e Jonathan Shecter, Interim Associate City Manager and City
Clerk, acted as Secretary of the meeting

QUESTION PERIOD

The question period started at 8:05 p.m. and finished at 9:05 p.m. Thirteen (13) people asked to speak and they were heard.

1) Mitchell Kujavsky

The resident commended the Côte Saint-Luc City council regarding their decision to re-name Hudson Avenue after the late Rabbi Sidney Shoham and then inquired regarding the condition of area around the fountain where Hudson Avenue will be renamed as it is an area of concern for him to which Mayor Brownstein responded that the matter is indeed on an agenda for discussion.

The resident then advised Council that the stroll for Kids is being held on the same day as the ceremony renaming Hudson Avenue after Rabbi Shoham and wanted to ensure there was no conflict with this event to which all Members of Council took note.

The resident then requested that certain equipment currently housed in Trudeau Park be transported out of the park to which Mayor Brownstein responded by inviting the resident to contact the City's Director of Public Works to see what could be done.

2) Toby Shulman

The resident complained of Potholes on Macdonald Avenue, between Queen Mary and Snowdon, to which Mayor Brownstein responded that Macdonald Avenue is shared jurisdiction between the City of Côte Saint-Luc and the City of Montreal, Borough of Côte des Neiges / Notre Dame de Grâce ("the Borough"). Mayor Brownstein then explained that due to the collaborative relationship between Côte Saint-Luc and the Borough, he will task Directors Senekal and Newman to

contact the Councillor for the area to verify what can be done on the Borough's side.

The resident then inquired as to whether the City can look at having a large shredder made available for residents to use in order to shred their documents to which Councillor Berku responded that the City could look in to what could possibly be done.

The resident then inquired as to whether the City held any particular activities for Neighbour's Day to which Mayor Brownstein responded that although no particular City-planned activities were held, the City advertised the event.

The resident inquired as to whether the City could install picnic tables at Rembrandt Park to which Mayor Brownstein responded that City could look in to what could be done.

3) Marvin Rosenblum

The resident inquired as to whether the proposed new construction on Marc Chagall will be discussed tonight to which Mayor Brownstein responded in the affirmative stating in particular that this would be done within the context of a Minor Exemption request.

4) Sydney Margoles

The resident explained that the parking situation on Marc Chagall is already quite difficult and tedious; especially when Chabad is hosting a large event. He then explained that when people attend Shiva Houses or Friday Night Dinners it is also especially difficult to park. He then questioned – in light of all that he explained – whether allowing less parking for 5885-5887 Marc Chagall was truly justified. Councillor Kovac then explained that the City would be seeking assurances from the co-owners of 5885-5887 Marc Chagall that additional outdoor parking spots would be allotted for owners only so that any decrease in the amount of indoor parking spots would be offset by the increase in the amount of outdoor parking spots.

The resident then added two further suggestions:

- i) Amend the actual by-law (governing the issue) to increase the amount of parking spots for any future constructions in the Marc Chagall area; and
- ii) Exclusively designated city-owned land on Marc Chagall for Parking, having parking meters for each parking spot.

5) Mitchell White

The resident inquired as to the Status of the Minor Exemption request for 5609 Melling to which Mayor Brownstein responded that the matter will be adjudicated upon tonight.

6) Andee Shuster

The resident congratulated the Côte Saint-Luc City Council for promoting the use of bicycle helmets pursuant to the City's existing by-law on the matter. She then stated that she personally knows certain individuals whose lives were saved from the use of bicycle helmets. The resident then inquired as to whether the City would be willing to issue Statements of Offence to those that are in infraction to which Councillor Nashen responded that the City has preferred to focus on public

education but that the City could verify as to whether more statements of offence could also be issued.

7) Karen Rotenberg

The questioner went on record as stating that in her personal view the current owners of the Castel Royal are acting inhumanely in that they are evicting and displacing seniors from their homes. She then asked what the City could do to assist these seniors.

Mayor Brownstein explained that he is reaching out to see whether there is an intention to run a seniors home (with a definite proposal and timeline) which would cater to the current occupants of the Castel Royal.

8) Rickhey Margolese

The questioner stated that she is representing her 100 year-old aunt who is inquiring as to whether the City would help her find a residence in the event of a valid eviction and whether the current owners of the Castel Royal have the right to convert the property in to condominiums. Mayor Brownstein explained that the City is doing all it can (within its powers and jurisdiction) to assist the seniors at the Castel Royal who have been advised that their seniors residence will be closed. He further explained that the owners of the Castel Royal are not permitted to convert their immovable in to a condominium.

9) Me. Irwin Miller

The questioner imparted upon Council the importance of having a *Plan B* in the event that the Castel Royal legitimately closes and further expressed concern that only ten and a half months are left before the Castel Royal would close. All members of Council took note of the questioner's preoccupations.

10) Stacey Leon

The resident spoke of excessive noise regarding the rail yards on Mackle to which Mayor Brownstein responded that there may be a possibility according to CP that CP may move some of its operations thus abating any noise and/or inconvenience the resident is feeling.

11) Dora Kaufman

The resident impressed upon Council how stressed out she is regarding the closing of the Castel Royal. Councillor Berku stated that Mayor Brownstein has expended extra-ordinary efforts to assist the occupants and then called upon the resident to advise the local National Assembly Member of the situation as well.

12) Marc Levy

The resident expressed his dissatisfaction that the City of Côte Saint-Luc has failed to address two issues:

- 1- There are parking issues on or around Park Place Avenue given the current construction in the area and given that the area is also being used by patrons and employees of the Cavendish Mall to park their vehicles. He

called upon the City to have a policy of parking for residents only for that area or have a two hour parking limit; and

- 2- The walking path through Park Place Avenue has engendered trespassing. Therefore, that area must be closed off to avoid residents' properties being trespassed and/or damaged.

Subsequent to the resident's comments, Mayor Brownstein stated that the City would look in to the matter.

13) Bernard Tonchin

The resident inquired as to whether the City had legislation to compel immovable owners to be subject to an inspection every three years considering that in his view the owners of the Castel Royal neglected their residence for which Mayor Brownstein stated that there was not as this was provincial jurisdiction.

The resident then inquired as to whether the City of Côte Saint-Luc would clean air ducts for a private residence similar to the City of Westmount for which Mayor Brownstein clarified that while the City of Westmount inspects air ducts, they do not clean them.

The resident then stated that he does not feel that Pit Bulls should be banned.

160601

**CONFIRMATION OF THE MINUTES OF THE SPECIAL MEETING OF COUNCIL
DATED MAY 9, 2016 AT 7:53 P.M.**

It was

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

AND RESOLVED:

"THAT the Minutes of the Special Meeting of Council dated May 9, 2016 at 7:53 p.m. be and are hereby approved as submitted."
CARRIED UNANIMOUSLY

160602

**CONFIRMATION OF THE MINUTES OF THE REGULAR MEETING OF
COUNCIL DATED MAY 9, 2016 AT 8:00 P.M.**

It was

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

AND RESOLVED:

"THAT the Minutes of the Regular Meeting of Council dated May 9, 2016 at 8:00 p.m. be and are hereby approved as submitted."
CARRIED UNANIMOUSLY

160603

**CONFIRMATION OF THE MINUTES OF THE SPECIAL MEETING OF COUNCIL
DATED MAY 16, 2016 AT 6:00 P.M.**

It was

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

AND RESOLVED:

“THAT the Minutes of the Special Meeting of Council dated May 16, 2016 at 6:00 p.m. be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

160604

**CONFIRMATION OF THE MINUTES OF THE SPECIAL MEETING OF COUNCIL
DATED MAY 30, 2016 AT 7:00 P.M.**

It was

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

AND RESOLVED:

“THAT the Minutes of the Special Meeting of Council dated May 30, 2016 at 7:00 p.m. be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

160605

MONTHLY DEPARTMENTAL REPORTS FOR MAY 2016

It was

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

AND RESOLVED:

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

160606

**RESOLUTION TO CONFIRM THE TOTAL FULFILLMENT OF BY-LAW
OBJECTIVES AND THE CANCELLATION OF SEVERAL RESIDUAL
BALANCES**

WHEREAS the City of Côte Saint-Luc (“City”) has entirely fulfilled the objectives of the (loan) by-laws listed in the Annex, as per what was foreseen;

WHEREAS permanent financing was secured for part of these by-laws;

WHEREAS, with regards to these by-laws, there are non-contracted balances on the loans approved by the Ministre des Affaires Municipales et de l'Occupation du Territoire which cannot be used for other purposes;

WHEREAS financing is not required for these balances, which should no longer appear in the Minister's registers;

WHEREAS, consequently, there is a need to modify the loan by-laws identified in the Annex to adjust the amount of the expense and the amount of the loan and, if necessary, to allocate a grant or a sum from the Municipality's General Fund;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED:

"THAT Côte Saint-Luc City Council modifies the by-laws identified in the Annex:

1. By replacing the expense or loan amounts with the amounts indicated under the headings "New Expense Amount" and "New Loan Amount" in the Annex;
2. By adding a provision to the effect that, to discharge a portion of the expense, the Municipality will allocate from its General Fund the amount shown under the heading "General Fund" in the Annex;
3. By modifying the provision concerning the allocation of a grant to indicate the amount shown under the heading "Grant" in the Annex. The attached memorandums of understanding are deemed to be part of the corresponding by-laws indicated in the Annex;

THAT the Côte Saint-Luc City Council ("Council") authorizes the City to inform the Ministère des Affaires Municipales et de l'Occupation du Territoire ("Minister") that the power to borrow for the by-laws identified in the Annex will not be used entirely because of the changes made to the by-laws by this resolution and, where applicable, the quotas paid by the developers or the amounts received from the tax payers in a single instalment for their capital payment. The amounts of these allocations are shown under the headings "Developers" and "Cash Payment" in the Annex;

THAT Council requests that the Minister cancel in its registers the residual balances mentioned in the Annex;

THAT a certified true copy of this resolution be sent to the Minister;

THAT Council hereby confirms the total fulfillment of by-law objectives and the cancellation of several residual balances."

CARRIED UNANIMOUSLY

160607

**RESOLUTION TO APPROVE THE DISBURSEMENTS FOR THE PERIOD
OF MAY 1, 2016 TO MAY 31, 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 May 1, 2016 to May 31, 2016 for a total amount of \$ 4,840,625.80 in Canadian Funds;

THAT Treasurer's certificate No.16-0117 dated June 13, 2016 has been issued by the City Treasurer attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160608

**HUMAN RESOURCES – PUBLIC WORKS – STATUS CHANGE OF
ARBORICULTURAL FOREMAN – FROM BEING ON A
FIXED-TERM CONTRACT TO A PERMANENT, MANAGEMENT POSITION**

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the status change of the Arboricultural Foreman, currently held by Laurence Cloutier-Boucher, from being on a fixed-term contract to being a permanent employee, management position, effective May 9, 2016."

CARRIED UNANIMOUSLY

160609

**HUMAN RESOURCES – URBAN DEVELOPMENT – APPOINTMENT OF
PERMIT AGENT – WHITE COLLAR, PERMANENT 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 Valerie Benbaruk as a Permit Agent, into a permanent position, effective May 9, 2016;

THAT Treasurer's certificate number 16-0106 dated May 13, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160610

**HUMAN RESOURCES – FINANCE – APPOINTMENT OF SOCIAL
COMMUNICATIONS OFFICER – WHITE COLLAR, PERMANENT POSITION**

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the appointment of Colecia Corson in to a permanent position as a Social Communications Officer, effective February 24, 2016;

THAT Treasurer's certificate number 16-0105 dated May 13, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160611

HUMAN RESOURCES - HIRING OF SUMMER STUDENTS

It was

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

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of the summer student employees whose names are listed in the document entitled "Summer Students" dated May 24, 2016 and that said employees' term of employment are commensurate with the respective dates indicated on the aforementioned list;

THAT Treasurer's certificate number TC 16-0108 dated May 24, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160612

**HUMAN RESOURCES – AUTHORIZATION TO HIRE AN ATTORNEY FOR
UNION GRIEVANCE NUMBERS 15-0107 AND 16-1080**

WHEREAS grievances were filed by the union entitled: "Syndicat des cols bleus regroupés de Montréal" bearing file numbers # 15-0107 and 16-1080 (the "Proceedings");

WHEREAS an attorney is required to defend the City of Côte Saint-Luc's (the "City") interests in the Proceedings;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

"THAT the Côte Saint-Luc City Council ("Council") hereby ratifies the decision to hire the firm of Borden Ladner Gervais LLP as the attorneys defending the City's interests for the union grievance numbers 15-0107 and 16-1080;

THAT the Council appropriates a maximum amount of \$70,000.00, plus applicable taxes, from the City's Unrestricted Surplus to pay any legal invoice incurred;

THAT Treasurer's certificate number 16-0107 dated May 24, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."
CARRIED UNANIMOUSLY

160613

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

It was

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

AND RESOLVED

“THAT the Côte Saint-Luc City Council approves the hiring of the White Collar auxiliary employees whose names are listed on the document entitled “Part-Time Employees – White Collars - Hiring”, dated June 6, 2016 and that said employees' term of employment will be as per the conditions of the collective agreement;

THAT Treasurer's certificate number 16-0113 dated June 1, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."
CARRIED UNANIMOUSLY

160614

HUMAN RESOURCES – PUBLIC WORKS - HIRING OF BLUE COLLAR AUXILIARY EMPLOYEE

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR SIDNEY BENIZRI

AND RESOLVED

“THAT the Côte Saint-Luc City Council approves the hiring of the Blue Collar auxiliary employee whose name is listed on the document entitled “Part-Time Employees – Blue Collars - Hiring”, dated May 30, 2016, and that said employee's term of employment will be as per the conditions of the collective agreement;

THAT Treasurer's certificate number 16-0112 dated May 30, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."
CARRIED UNANIMOUSLY

160615

BY-LAW ENTITLED: “BY-LAW 2370-2 TO AMEND BY-LAW 2370 ENTITLED: “BY-LAW CONCERNING THE DELEGATION OF AUTHORITY TO THE OFFICERS AND EMPLOYEES OF THE CITY” IN ORDER TO AWARD A

DELEGATED AUTHORITY TO SPEND UP TO \$3,000.00 TO THE ASSOCIATE DIRECTOR OF RECREATION” - ADOPTION

It was

MOVED BY COUNCILLOR SIDNEY BENIZRI
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

“THAT By-law entitled: “By-law 2370-2 to amend by-law 2370 entitled: “By-law concerning the delegation of authority to the officers and employees of the City” in order to award a delegated authority to spend up to \$3,000.00 to the Associate Director of Recreation” be and is hereby adopted and numbered 2370-2.”

CARRIED UNANIMOUSLY

160616

NOTICE OF MOTION – BY-LAW 267-4 TO BE ENTITLED: “BY-LAW 267-4 AMENDING BY-LAW 267 CONCERNING DOGS IN ORDER TO INCREASE THE ANNUAL DOG LICENSE FEE BY \$5.00”

Councillor Mike Cohen gave Notice of Motion that By-Law 267-4 to be entitled: “By-law 267-4 amending By-law 267 concerning dogs in order to increase the annual dog license fee by \$5.00” will be presented at a later meeting for adoption.

160617

RESOLUTION TO DISPENSE THE READING OF BY-LAW 267-4 TO BE ENTITLED: “BY-LAW 267-4 AMENDING BY-LAW 267 CONCERNING DOGS IN ORDER TO INCREASE THE ANNUAL DOG LICENSE FEE BY \$5.00”

WHEREAS, the above captioned by-law was given to members of Council on Tuesday, June 14, 2016;

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

It was

MOVED BY COUNCILLOR MIKE COHEN
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

“THAT the Council of the City of Côte Saint-Luc unanimously waives the reading of By-Law 267-4 to be entitled: “By-law 267-4 amending By-law 267 concerning dogs in order to increase the annual dog license fee by \$5.00” when it will be presented for adoption, the whole in accordance with the law.”

CARRIED UNANIMOUSLY

160618

APPOINTMENT OF COUNCILLOR STEVEN ERDELYI AS ACTING MAYOR OF THE CITY OF CÔTE SAINT-LUC – JULY 1, 2016 UP TO AND UNTIL SEPTEMBER 30, 2016

It was

MOVED BY COUNCILLOR SIDNEY BENIZRI
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT Councillor Steven Erdelyi is and shall be named Acting Mayor of the City of Côte Saint-Luc, effective July 1, 2016 up to and until September 30, 2016 inclusively, and further that the aforementioned Councillor Erdelyi 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

160619

**CANCELLATION OF BORROWING – LOAN BY-LAW 2443 ENTITLED:
“BY-LAW 2443 AUTHORIZING A LOAN OF \$1,365,000.00 FOR RENOVATING
AND UPGRADING THE PUMP STATION LOCATED ON CÔTE SAINT-LUC
ROAD”**

WHEREAS, in February 2015, Council adopted a loan by-law entitled: “By-law 2443 authorizing a loan of \$1,365,000.00 for renovating and upgrading the pump station located on Côte Saint-Luc Road”;

WHEREAS this by-law was approved by the MAMOT on April 16, 2015;

WHEREAS 50% of the expenditure incurred by the City (or to be incurred by the City) to carry-out the works was paid (or will be paid) by the Ville de Montréal;

WHEREAS the other 50% was paid (or will be paid) by using the funds available in the City’s water financial reserve;

WHEREAS no part of the loan authorized by By-law 2443 is required;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED:

“THAT it is resolved not to borrow any part the loan authorized by By-law 2443 and to annul the borrowing authority corresponding to the amount of \$1,365,000.00 mentioned in By-law 2443.”

CARRIED UNANIMOUSLY

160620

**RESOLUTION TO WAIVE THE READING OF BY-LAW 2321-2 TO BE
ENTITLED: “BY-LAW 2321-2 AMENDING BY-LAW 2321 ENTITLED:
“BY-LAW RESPECTING SPEED IN THE STREETS” IN ORDER TO MODIFY
THE SPEED LIMIT ON FLEET ROAD FROM 50 KM/H TO 40 KM/H”**

WHEREAS, the above captioned by-law was given to members of Council on Tuesday, June 14, 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 GLENN J. NASHEN
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED:

“THAT the Council of the City of Côte Saint-Luc unanimously waives the reading of By-Law 2321-2 to be entitled: “By-law 2321-2 amending by-law 2321 entitled: “By-law respecting speed in the streets” in order to modify the speed limit on Fleet Road from 50 km/h to 40 km/h”, the whole in accordance with the law.”
CARRIED UNANIMOUSLY

160621

BY-LAW ENTITLED: “BY-LAW 2321-2 AMENDING BY-LAW 2321 ENTITLED: “BY-LAW RESPECTING SPEED IN THE STREETS” IN ORDER TO MODIFY THE SPEED LIMIT ON FLEET ROAD FROM 50 KM/H TO 40 KM/H” - ADOPTION

It was

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

AND RESOLVED:

“THAT By-law entitled: “By-law 2321-2 amending By-law 2321 entitled: “By-law respecting speed in the streets” in order to modify the speed limit on Fleet Road from 50 km/h to 40 km/h” be and is hereby adopted and numbered 2321-2;

THAT the corresponding Signage and Information Plans be and are hereby approved.”
CARRIED UNANIMOUSLY

160622

OPPOSITION SUBJECTING NON-PROFIT ORGANIZATIONS TO DRAFT BILL N° 56 ENTITLED: “LOBBYING TRANSPARENCY AND ETHICS ACT”

WHEREAS draft Bill n° 56 entitled: “*Lobbying Transparency and Ethics Act*” states that non-profit organizations (“OBNL”) are subject to the “*Lobbying Transparency and Ethics Act*”;

WHEREAS there is a significant positive impact of OBNLs on the territory of the City of Côte Saint-Luc;

WHEREAS the new obligations stipulated in draft bill n° 56 risk substantially impeding upon the relationship between the City of Côte Saint-Luc and its OBNLs working on its territory as well hindering the OBNL’s mission;

WHEREAS there currently exists approximately 60,000 OBNLs in Quebec comprised of all types;

WHEREAS within the context of a study of draft Bill 56 entitled: “*Étude sur l’assujettissement des OBNL*” lead by the Commissioner of Lobbyism in Quebec, approximately 60 OBNLs were heard and approximately hundreds of documents were deposited;

WHEREAS OBNLs all opposed draft Bill 56; in particular, because the said Bill considerably burdens the tasks of volunteers obliging them, for example:

- to inscribe in the Register of Lobbyists anyone who contacts an elected person or an employee, either verbally or in writing, for various requests;
- to keep a log any of these representations made; and
- to produce four times a year the said log on lobbying activity;

WHEREAS OBNLs are supported and guided by its volunteers and the funds raised must serve the community and not be allotted towards administrative tasks with no added value;

WHEREAS the collaborative relationship between OBNLs and municipalities must remain flexible and agile;

WHEREAS the City of Côte Saint-Luc desires to oppose OBNLs being subject to the “*Lobbying Transparency and Ethics Act*”;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR SIDNEY BENIZRI

AND RESOLVED:

“THAT the Côte Saint-Luc City Council denounces and opposes non-profit organizations being subject to draft Bill n° 56 entitled: “*Lobbying Transparency and Ethics Act*”;

THAT a copy of this resolution be transmitted to: the Commissioner of Lobbyism of Quebec, Mr. François Casgrain; to the Minister responsible of Intergovernmental Affairs and Institutional Democratic Reform, Mr. Jean-Marc Fournier and Member of the National Assembly for D’Arcy McGee, Mr. David Birnbaum.”

CARRIED UNANIMOUSLY

160623

NOTICE OF MOTION – BY-LAW 2471 TO BE ENTITLED: “BY-LAW 2471 CREATING THE FEE SCHEDULE FOR CULTURAL, SPORTS AND LEISURE ACTIVITIES FOR THE FALL AND WINTER 2016-2017”

Councillor Allan J. Levine gave Notice of Motion that By-Law 2471 to be entitled: “By-law 2471 creating the fee schedule for cultural, sports and leisure activities for the fall and winter 2016-2017” will be presented at a later meeting for adoption.

160624

PUBLIC WORKS – PURCHASE OF ASPHALT, STONE AND DISPOSAL OF USED CONCRETE (C-20-16)

WHEREAS the City of Côte Saint-Luc (“City”) launched an invited tender under no. C-20-16, seeking the purchase of asphalt, stone and the disposal of used concrete;

WHEREAS the City received one bid from Construction DJL Inc.;

It was

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

AND RESOLVED

"THAT the City Council hereby awards a contract for the purchase of asphalt, stone and the disposal of used concrete to Construction DJL Inc. and authorizes payments of an amount not to exceed \$30,000.00, plus applicable taxes;

THAT Treasurer's Certificate No. TC-16-0118 dated June 14, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160625

PURCHASING – MEMORANDUM OF UNDERSTANDING REGARDING FLEET ROAD BETWEEN THE CITY OF CÔTE SAINT-LUC AND THE TOWN OF HAMPSTEAD

WHEREAS the City of Côte Saint-Luc ("City") and the Town of Hampstead ("Hampstead") wish to enter into a Memorandum of Understanding regarding traffic-calming measures on Fleet Road ("Memorandum of Understanding");

It was

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

AND RESOLVED:

"THAT the Côte Saint-Luc City Council hereby approves the Memorandum of Understanding¹ effective May 10, 2016;

THAT the City's General Counsel be and is hereby authorized to sign the aforementioned Memorandum of Understanding on the City's behalf."

CARRIED UNANIMOUSLY

160626

PURCHASING – K-50-16 - LEASE OF VACANT LOT ADJACENT TO CONSTRUCTION SITE ON THE AVENUE

WHEREAS the City of Côte Saint-Luc ("City") wishes to lease a vacant lot to BSR Group ("Lessee") based on the terms of the Lease Agreement ("Lease") attached hereto;

It was

MOVED BY COUNCILLOR MIKE COHEN
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED

"THAT the City Council hereby approves and adopts the Lease between the City and the Lessee, commencing on May 1, 2016 and expiring on October 1, 2016 (unless the parties agree in writing to extend the Term on a month to month basis) in exchange for the City receiving rent of \$2,000.00/month plus taxes, and a damage deposit of \$15,000.00;

¹ Annexed herewith as Annex B

THAT the Lease is attached as Annex C to form an integral part of this resolution;

THAT the City's General Counsel be and is hereby authorized to sign the aforementioned Lease on the City's behalf."

CARRIED UNANIMOUSLY

160627

URBAN DEVELOPMENT – C-20-12 - DELEGATED MANAGEMENT OF THE LOCAL WATERWORKS AND SEWER SYSTEM – AUTHORIZATION TO EXERCISE THE 2017 OPTION YEAR OF THE CONTRACT

WHEREAS the City of Côte Saint-Luc ("City") made a public call for tenders for the delegated management of its local waterworks and sewer system under tender number C-20-12, contemplating a base term of four (4) years from January 1, 2013 to December 31, 2016, with one (1) option year in favour of the City;

WHEREAS according to Resolution number 120925 adopted on September 24, 2012 (replaced by Resolution number 130102 adopted on January 14, 2013) the tendered contract C-20-12 was awarded to Simo Management Inc. ("Simo"), the sole conforming bidder;

WHEREAS the City wishes to exercise the 2017 option year of this contract, namely, from January 1, 2017 to December 31, 2017;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

"THAT the Côte Saint-Luc City Council hereby exercises the 2017 option year under tendered contract C-20-12 concerning the delegated management of its local waterworks and sewer system, previously awarded to Simo, and this, for the period between January 1, 2017 to December 31, 2017, for an estimated total amount of \$ 2,347,332.00;

THAT a Treasurer's Certificate will be procured by the Director of Urban Development in January 2017 to attest to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

160628

URBAN DEVELOPMENT – CONTRACT FOR ROAD RESURFACING (C-21-16)

WHEREAS the City of Côte Saint-Luc (the "City") made a public call for tenders for contractor services regarding road resurfacing under tender no. C-21-16 and received five (5) conforming bids;

WHEREAS the lowest conforming bid was received from Groupe TNT Inc;

WHEREAS this project was submitted to the *Programme de la Taxe sur l'essence et de la contribution du Québec 2014-2018* (« TECQ ») which is pending *Ministère des Affaires municipales et Occupation du territoire's* ("MAMOT") approval;

It was

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

AND RESOLVED

“THAT the Côte Saint-Luc City Council hereby awards a contract of enterprise and for services to Groupe TNT Inc., the lowest bidder under the law, for a total amount of \$94,573.88, plus applicable taxes;

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

THAT the above-described expenses shall be financed from the loan By-law 2427 approved in 2014 by the MAMOT;

THAT Treasurer’s Certificate No. TC 16-0116 dated June 9, 2016 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

160629

NOTICE OF MOTION – BY-LAW NO. 2275-1 TO BE ENTITLED: "BY-LAW AMENDING BY-LAW 2275 ENTITLED: BY-LAW AMENDING: THE CONSOLIDATED CONSTRUCTION BY-LAW NO. 2088, BY-LAW 2217 BEING THE ZONING BY-LAW OF THE CITY OF CÔTE SAINT-LUC BY-LAW 2089 GOVERNING CADASTRAL OPERATIONS, BY-LAW NO. G-18-0005 CONCERNING MINOR EXEMPTIONS THE WHOLE IN ORDER TO MODIFY THE TARIFFS RELATED TO MINOR EXEMPTION REQUESTS, CADASTRAL OPERATION REQUESTS, PERMIT AND CERTIFICATE REQUESTS AS WELL AS TO INSTITUTE OTHER NEW TARIFFS CONCERNING OTHER URBAN PLANNING BY-LAWS OF THE CITY OF CÔTE SAINT-LUC"

Councillor Ruth Kovac gave notice of motion that By-Law 2275-1 to be entitled: "By-law amending By-law 2275 entitled: By-law amending: the Consolidated Construction By-law No. 2088, By-law 2217 being the Zoning By-law of the City of Côte Saint-Luc, By-law No. 2089 governing cadastral operations, By-law No. G-18-0005 concerning minor exemptions the whole in order to modify the tariffs related to minor exemption requests, cadastral operation requests, permit and certificate requests as well as to institute other new tariffs concerning other urban planning by-laws of the City of Côte Saint-Luc" will be presented at a later meeting for adoption.

160630

RESOLUTION TO WAIVE THE READING OF BY-LAW No. 2275-1 TO BE ENTITLED: "BY-LAW AMENDING BY-LAW 2275 ENTITLED: BY-LAW AMENDING: THE CONSOLIDATED CONSTRUCTION BY-LAW NO. 2088, BY-LAW 2217 BEING THE ZONING BY-LAW OF THE CITY OF CÔTE SAINT-LUC BY-LAW 2089 GOVERNING CADASTRAL OPERATIONS, BY-LAW NO. G-18-0005 CONCERNING MINOR EXEMPTIONS THE WHOLE IN ORDER TO MODIFY THE TARIFFS RELATED TO MINOR EXEMPTION REQUESTS, CADASTRAL OPERATION REQUESTS, PERMIT AND CERTIFICATE REQUESTS AS WELL AS TO INSTITUTE OTHER NEW TARIFFS CONCERNING OTHER URBAN PLANNING BY-LAWS OF THE CITY OF CÔTE SAINT-LUC"

WHEREAS, the above captioned by-law was given to members of Council on Tuesday, June 14, 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 RUTH KOVAC
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

“THAT the Council of the City of Côte Saint-Luc waives the reading of By-Law No. 2275-1 to be entitled: “By-law amending By-law 2275 entitled: By-law amending: the Consolidated Construction By-law No. 2088, By-law 2217 being the Zoning By-law of the City of Côte Saint-Luc, By-law No. 2089 governing cadastral operations, By-law No. G-18-0005 concerning minor exemptions the whole in order to modify the tariffs related to minor exemption requests, cadastral operation requests, permit and certificate requests as well as to institute other new tariffs concerning other urban planning by-laws of the City of Côte Saint-Luc.”

CARRIED UNANIMOUSLY

160631

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION
PROGRAMS (SPAIP) – 5861 SHALOM – 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 May 9, 2016 showing modifications to the front façade of a detached, single-family dwelling on lot 1562067 at 5861 Shalom said plan reviewed at the Planning Advisory Committee meeting of May 17, 2016 - be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”

CARRIED UNANIMOUSLY

160632

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION
PROGRAMS (SPAIP) – 6860 BANTING – 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 May 4, 2016 showing the construction of a proposed rear extension of a detached, single-family dwelling on lot 1561809 at 6860 Banting and prepared by the owner for the Planning Advisory Committee meeting of May 17, 2016, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”

CARRIED UNANIMOUSLY

160633

**URBAN PLANNING – MINOR EXEMPTION – 5607 CHAMBERLAND –
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 5607 Chamberland, Lot 1054386, 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 1964 under permit no. 2179 to be located at 1,83m (6.0 ft.) from the North West land line instead of the minimum required side setback of 1,98m (6.5 ft.). The foregoing is in accordance with the provisions of Zoning By-law 2217, Annex “B” (zone RU-29).”
CARRIED UNANIMOUSLY

160634

**URBAN PLANNING – MINOR EXEMPTION – 5609 MELLING –
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 5609 Melling, Lot 1053863, 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 to have:

- a) a proposed concrete rear balcony to be located at 2,13m (7.0 ft.) from the rear land line instead of the minimum required distance of 3,04m (10.0 ft.) from the rear land line. The foregoing is in accordance with the provisions of Zoning by-law No. 2217, article 4-4-5a); and
- b) a proposed space (used as a basement room) under the ground floor rear concrete balcony to be located at 2,43m (8.0 ft.) from the rear land line instead of the minimum required distance of 3,35m (11.0 ft.) from the rear land line. The foregoing is in accordance with the provisions of the Zoning by-law No. 2217, article 4-3.”

CARRIED UNANIMOUSLY

160635

**URBAN PLANNING – MINOR EXEMPTION – 5885-5887 MARC CHAGALL –
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 5885-5887 Marc Chagall, Lot 1564867, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow for a proposed integrated project of two new twelve-storey multifamily buildings to have:

- a) The penthouse floor level for each building to cover 88% of the area of the top storey (12th floor level) instead of the maximum coverage of 60% of the area of the top storey and not being setback by a minimum of 2,44m (8 ft.) around the perimeter of the building. The foregoing is in accordance with the provision of the zoning by-law 2217, article 4-9-6; and
- b) The total number of interior parking spaces to be 240 spaces instead of a minimum required of 251 spaces (for both buildings). The foregoing is in accordance with the provisions of zoning by-law 2217, article 7-2-5; said minor exemption for indoor parking spaces be conditional upon eleven (11) additional outdoor parking spaces specifically designated to be exclusively used by immovable co-owners.”

CARRIED UNANIMOUSLY

160636

**URBAN PLANNING – MINOR EXEMPTION – 6711 CHAREST –
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 6711 Charest, Lot 1561247, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow for an existing, single-family, semi-detached dwelling built in 1955 under permit No. 139 to be located at 2,1m (6.88 ft) from the rear land line facing Baily Rd. instead of the minimum required rear setback of 3,05m (10 ft) for an irregular land. The foregoing is in accordance with the provisions of zoning by-law 2217, annex B (zone RU-5).”

CARRIED UNANIMOUSLY

160637

**URBAN PLANNING – MINOR EXEMPTION – 6860 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 6860 Banting, Lot 1561809, 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 to have a proposed rear extension to be located at 4,8m (15.75 ft.) from the rear land line instead of the minimum required rear setback of 6,09m (20.0 ft.) for an irregular land. The foregoing is in accordance with the provisions of the Zoning by-law No. 2217, Annex “B” (zone RU-31).”
CARRIED UNANIMOUSLY

160638

**URBAN PLANNING – MINOR EXEMPTION – 6025 TOMMY DOUGLAS –
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 6025 Tommy Douglas, Lot 2086931, 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 have its:

- a) Secondary front setback (facing David Lewis) at 4,19m (13.75 ft.) instead of the minimum required secondary front setback of 4,57m (15.0 ft.). The foregoing is in accordance with the provisions of the Zoning by-law No. 2217, Annex “B” (zone RU-55);
- b) Side setback of 1,98m (6.5 ft.) instead of the minimum required side setback of 2,29m (7.5 ft.) when having a third storey. The foregoing is in accordance with the provisions of the Zoning by-law No. 2217, Annex “B” (zone RU-55);
- c) Height of its ground floor level to be at 2,48m (8’-2”) above the City sidewalk level instead of the maximum allowable ground floor level height of 2,13m (7’-0”) above the City sidewalk level. The foregoing is in accordance with the provisions of the Zoning by-law No. 2217, article 4-6-1b.”

CARRIED UNANIMOUSLY

160639

**URBAN PLANNING – MINOR EXEMPTION – 6872 HOLLAND –
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 6872 Holland, Lot 1561981, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow for an existing, single-family, semi-detached dwelling to have a proposed rear wood balcony to encroach 5,21m (17.11 ft.) into the minimum rear setback instead of the maximum allowable encroachment of 3,05m (10.0 ft.) into the minimum rear setback. The foregoing is in accordance with the provisions of the Zoning by-law No. 2217, article 4-2-2.”
CARRIED UNANIMOUSLY

160640

URBAN PLANNING – MINOR EXEMPTION – 7494 BRIAR – 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 7494 Briar, Lot 1054134, 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 1961 under permit no. 1437 to be located at 1,96m (6.43 ft.) from the North East land line instead of the minimum required side setback of 1,98m (6.5 ft.). The foregoing is in accordance with the provisions of Zoning By-law 2217, Annex “B” (zone RU-27).”
CARRIED UNANIMOUSLY

160641

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

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

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

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

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

WHEREAS agglomeration council meetings may be held in July 2016 for which members of the municipal council shall establish the stance that it wishes to take;

It was

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

AND RESOLVED

"THAT Council take the following stance in view of any Agglomeration Council meetings to be held in July 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 July 2016 based on the information to be presented during those meetings."

CARRIED UNANIMOUSLY

SECOND QUESTION PERIOD

The second question period started at 10:30 p.m. and finished at 10:37 p.m. Four (4) people asked to speak and they were heard.

1) Rhoda Albert

The resident inquired regarding the design of the two new buildings being erected on Marc Chagall to which Councillor Kovac responded.

2) Toby Shulman

The resident inquired regarding the status of the Collective Agreements between all three (3) unions to which Mayor Brownstein stated that agreements have been happily reached with all three (3) unions in principle and that the City is very satisfied with this.

3) Dr. Bernard Tonchin

The resident complained that the microphones used by Members of Council during Council Meetings still do not resonate the sound properly and also requested that members of Council should continue to make an extra special effort to speak loudly and clearly into the microphones to which Mayor Brownstein stated that Director Levine can continue to look into the logistics of the microphones by listening to the tapes.

4) Andee Shuster

The resident inquired as to whether the lowering of the speed limit to 40 km/h on Fleet Road by both the City of Côte Saint-Luc and the Town of Hampstead would

allow the lights on Fleet Road to be synchronized to which Mayor Brownstein responded in the affirmative.

160642

APPROVAL OF THE ADJOURNMENT OF THE MEETING

It was

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

AND RESOLVED:

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

AT 10:37 P.M. MAYOR BROWNSTEIN DECLARED THE MEETING ADJOURNED.

MITCHELL BROWNSTEIN
MAYOR

JONATHAN SHECTER
CITY CLERK

LIST OF ANNEXES		
Resolution number	Corresponding Annex	Document
160606	Annex A	Residual Balance to Cancel And Protocol d’entente
160625	Annex B	Memorandum of Understanding
160626	Annex C	Lease Agreement

Annex A (06/16/2016) Annexe A

[illegible]

* If the amount of a loan that was permanently financed exceeds the actual debt amount, the Municipality cannot reduce the expense and the debt amounts below the amount of the loan incurred.

Annexe A (06/16/2016) Annex A

[illegible]

* Si le montant de l'emprunt qui a été financé de façon permanente est supérieur au montant réel de la dépense, la municipalité ne peut réduire le montant de la dépense et de l'emprunt en deçà du montant de l'emprunt contracté.



Re: Règlement
d'emprunt

Québec, le 4 septembre 2013

Madame Tanya Abramovitch
Directrice générale
Ville de Côte-Saint-Luc
5801, boulevard Cavendish
Côte-Saint-Luc (Québec) H4W 3C3

Madame,

J'ai le plaisir de vous informer que la programmation de travaux révisée, présentée par votre ville le 22 août dernier, a été acceptée par le ministère des Affaires municipales, des Régions et de l'Occupation du territoire (MAMROT) et par le ministère des Transports.

À cet effet, je vous informe que le MAMROT a rétabli les versements et a recommandé un montant additionnel de 2 452 281 \$, ce qui porte à 7 592 703 \$ le montant autorisé provenant d'une partie de la taxe d'accise sur l'essence et de la contribution du Québec. La contribution financière du Québec est évidemment conditionnelle à l'adoption des crédits nécessaires par le gouvernement pour chacune des années visées.

L'annexe 1 présente l'échéancier de versement de la contribution gouvernementale et le niveau d'investissement minimal que votre ville devra maintenir ainsi que les mesures de reddition de comptes devant être rencontrées.

La contribution du Québec pour les villes de 2 000 habitants et plus est versée sur 20 ans au 15 juillet de chaque année. Le remboursement sera calculé en fonction du taux long terme pour le Québec (10 ans) disponible en janvier de chaque année selon les paramètres de référence du ministère des Finances du Québec. Vous trouverez ci-joint, à l'annexe 2, l'échéancier des versements.

En ce qui a trait à l'annonce publique de tout projet réalisé à la faveur de la contribution financière susmentionnée, elle sera faite par le gouvernement du Québec et le gouvernement du Canada en concertation avec la Ville.

Par ailleurs, veuillez considérer que votre ville devra respecter les lois, les règlements et les normes en vigueur qui lui sont applicables, notamment en ce qui a trait à l'adjudication des contrats.

...2

ANNEXE 1

Municipalité: Côte-Saint-Luc, V

Dossier numéro : 966058

Versement de la contribution gouvernementale

Le versement des fonds provenant d'une partie de la taxe d'accise sur l'essence et de la contribution du Québec sera effectué selon l'échéancier suivant :

Année de versement	Part	Contribution totale à verser			
		Mode	juillet	décembre	
2010	FED	Comptant			
	PRO	** 20 ans			
2011	FED	Comptant	1 536 414 \$		
	PRO	** 20 ans	635 463 \$		
2012	FED	Comptant	1 820 571 \$	279 415 \$	
	PRO	** 20 ans	868 559 \$		
2013	FED	Comptant	1 063 379 \$	671 397 \$	* Retenue
	PRO	** 20 ans	717 505 \$		671 396 \$
Montant total à verser				7 592 703 \$	
Montant déjà versé				5 140 422 \$	
Montant total recommandé				7 592 703 \$	

* La retenue appliquée sur le dernier versement prévu sera libérée sur réception du rapport du vérificateur externe validant la dernière reddition de comptes. Cette retenue est de 671 396 \$

** Voir tableau des versements détaillés

Seuil minimal d'immobilisation en infrastructures municipales exigé **3 523 296 \$**

Reddition de comptes

Votre municipalité devra transmettre au ministère une reddition de comptes indiquant les travaux réalisés au cours des périodes indiquées ci-après et donner une estimation des coûts correspondants. Une fois les engagements de la municipalité complétés (travaux et seuil d'immobilisation), un vérificateur externe devra valider la reddition de comptes finale.

Les redditions de comptes doivent être transmises au Ministère par voie électronique, à partir du service sécurisé en ligne du programme de la TECQ - volet Reddition de comptes. Il permet également à un vérificateur externe de valider la reddition de comptes finale ainsi que les conditions de versements, de remplir un rapport de vérification et de le transmettre électroniquement au Ministère.

13 mai 2009 au 31 décembre 2013

TAXE FÉDÉRALE 2010 SUR L'ESSENCE ET CONTRIBUTION DU QUÉBEC

Tableau de remboursement de l'aide financière

Organisme: Côte-Saint-Luc, V

Demande no: 966058 Volet: 1.0

Titre du projet: Côte-Saint-Luc

*Taux: 4.4800 %

Règlement:

Nombre de versements: 20

Financement 01

Date effective du financement: 2011-07-15

Aide financière en capital: 635 463 \$

Versement annuel (cap & int): \$
48 767

* La cédule de remboursement est calculée en fonction du taux long terme pour le Québec (10 ans) confirmé en janvier de cette année.

Versement dû le	Date de transmission du chèque	Intérêts Cumulatifs \$	Total \$	Versements Intérêts \$	Capital \$	Solde \$
1	2011-07-15	28 469	48 767	28 469	20 298	615 165
2	2012-07-15	56 028	48 767	27 559	21 208	593 957
3	2013-07-15	82 637	48 767	26 609	22 158	571 799
4	2014-07-15	108 254	48 767	25 617	23 150	548 649
5	2015-07-15	132 833	48 767	24 579	24 188	524 461
6	2016-07-15	156 329	48 767	23 496	25 271	499 190
7	2017-07-15	178 693	48 767	22 364	26 403	472 787
8	2018-07-15	199 874	48 767	21 181	27 586	445 201
9	2019-07-15	219 819	48 767	19 945	28 822	416 379
10	2020-07-15	238 473	48 767	18 654	30 113	386 266
11	2021-07-15	255 778	48 767	17 305	31 462	354 804
12	2022-07-15	271 673	48 767	15 895	32 872	321 932
13	2023-07-15	286 095	48 767	14 422	34 345	287 587
14	2024-07-15	298 979	48 767	12 884	35 883	251 704
15	2025-07-15	310 255	48 767	11 276	37 491	214 213
16	2026-07-15	319 852	48 767	9 597	39 170	175 043
17	2027-07-15	327 694	48 767	7 842	40 925	134 118
18	2028-07-15	333 702	48 767	6 008	42 759	91 359
19	2029-07-15	337 795	48 767	4 093	44 674	46 685
20	2030-07-15	339 877	48 767	2 082	46 685	0

TAXE FÉDÉRALE 2010 SUR L'ESSENCE ET CONTRIBUTION DU QUÉBEC

Tableau de remboursement de l'aide financière

Organisme: Côte-Saint-Luc , V

Demande no: 966058 Volet: 1.0

Titre du projet: Côte-Saint-Luc

*Taux: 4.1100 %

Règlement:

Nombre de versements: 20

Financement 02

Date effective du financement: 2012-07-15

Aide financière en capital: 868 559 \$

Versement annuel (cap & int): \$
64 534

* La cédule de remboursement est calculée en fonction du taux long terme pour le Québec (10 ans) confirmé en janvier de cette année.

Versement dû le	Date de transmission du chèque	Intérêts Cumulatifs \$	Versements			Solde \$
			Total \$	Intérêts \$	Capital \$	
1	2012-07-15	35 698	64 534	35 698	28 836	839 723
2	2013-07-15	70 211	64 534	34 513	30 021	809 702
3	2014-07-15	103 490	64 534	33 279	31 255	778 447
4	2015-07-15	135 484	64 534	31 994	32 540	745 907
5	2016-07-15	166 141	64 534	30 657	33 877	712 030
6	2017-07-15	195 405	64 534	29 264	35 270	676 760
7	2018-07-15	223 220	64 534	27 815	36 719	640 041
8	2019-07-15	249 526	64 534	26 306	38 228	601 813
9	2020-07-15	274 260	64 534	24 734	39 800	562 013
10	2021-07-15	297 359	64 534	23 099	41 435	520 578
11	2022-07-15	318 755	64 534	21 396	43 138	477 440
12	2023-07-15	338 378	64 534	19 623	44 911	432 529
13	2024-07-15	356 155	64 534	17 777	46 757	385 772
14	2025-07-15	372 010	64 534	15 855	48 679	337 093
15	2026-07-15	385 864	64 534	13 854	50 680	286 413
16	2027-07-15	397 635	64 534	11 771	52 763	233 650
17	2028-07-15	407 238	64 534	9 603	54 931	178 719
18	2029-07-15	414 583	64 534	7 345	57 189	121 530
19	2030-07-15	419 578	64 534	4 995	59 539	61 991
20	2031-07-15	422 121	64 534	2 543	61 991	0

TAXE FÉDÉRALE 2010 SUR L'ESSENCE ET CONTRIBUTION DU QUÉBEC

Tableau de remboursement de l'aide financière

Organisme: Côte-Saint-Luc, V

Demande no: 966058 Volet: 1.0

Titre du projet: Côte-Saint-Luc

*Taux: 3.7200 %

Règlement:

Nombre de versements: 20

Financement 03

Date effective du financement: 2013-07-15

Aide financière en capital: 717 506 \$

Versement annuel (cap & int): 51 495 \$

* La cédule de remboursement est calculée en fonction du taux long terme pour le Québec (10 ans) confirmé en janvier de cette année.

Versement dû le	Date de transmission du chèque	Intérêts Cumulatifs \$	Versements		Solde \$
			Total \$	Intérêts \$	Capital \$
1	2013-07-15	26 691	51 495	26 691	24 804
2	2014-07-15	52 460	51 495	25 769	25 726
3	2015-07-15	77 272	51 495	24 812	26 683
4	2016-07-15	101 091	51 495	23 819	27 676
5	2017-07-15	123 880	51 495	22 789	28 706
6	2018-07-15	145 602	51 495	21 722	29 773
7	2019-07-15	166 216	51 495	20 614	30 881
8	2020-07-15	185 681	51 495	19 465	32 030
9	2021-07-15	203 955	51 495	18 274	33 221
10	2022-07-15	220 993	51 495	17 038	34 457
11	2023-07-15	236 749	51 495	15 756	35 739
12	2024-07-15	251 176	51 495	14 427	37 068
13	2025-07-15	264 224	51 495	13 048	38 447
14	2026-07-15	275 841	51 495	11 617	39 878
15	2027-07-15	285 975	51 495	10 134	41 361
16	2028-07-15	294 570	51 495	8 595	42 900
17	2029-07-15	301 570	51 495	7 000	44 495
18	2030-07-15	306 914	51 495	5 344	46 151
19	2031-07-15	310 542	51 495	3 628	47 867
20	2032-07-15	312 394	51 495	1 852	49 643
					0

MEMORANDUM OF UNDERSTANDING REGARDING FLEET RD. (“Memorandum Agreement”) with an Effective Date of May 10, 2016 (“Effective Date”)

BETWEEN:

The Town of Hampstead, having its Town Hall at 5569 Queen Mary Road, Hampstead, Quebec, H3X 1W5

(“Hampstead”)

AND:

The City of Côte Saint-Luc, having its City Hall at 5801 Cavendish Boulevard, Côte Saint-Luc, Quebec, H4W 3C3

(“CSL”)

(In this Agreement Hampstead and CSL are collectively referred to as the “Parties” and each is referred to as a “Party”).

PREAMBLE

WHEREAS the Parties, in the spirit of coherence and consultation, in order to create a safe traffic corridor and to improve the safety and security for residents, pedestrians, drivers and passengers, agree to create traffic calming measures on Fleet Road; and

WHEREAS the Parties agree to a safe, consistent speed corridor for all Fleet Road; and

WHEREAS the Parties agree to create signage and speed limits that are uniform on both Parties territories that will protect the residents, pedestrians, drivers and passengers; and

WHEREAS both Parties, represented by their respective Mayors, have met and agreed in principle upon the terms and conditions of this Memorandum Agreement which have then been ratified by CSL and Hampstead councils as required under law;

NOW THEREFORE, THE PARTIES HEREBY COVENANT AS FOLLOWS:

Initials	
Hampstead	CSL

1. TERMS OF THE AGREEMENT:

- 1.1 That Hampstead and CSL will install 40 km speed limit signs on Fleet between Cavendish and Dufferin Road on their respective territories.
- 1.2 That Hampstead and CSL represent and warrant that they will each comply respectively with all applicable legislation and regulations related to the Ministère des Transports, de la Mobilité durable et de l'Électrification des transports (MTQ) and obtain the appropriate approvals.
- 1.3 That Hampstead and CSL agree that they will collaboratively do their utmost to ensure that the traffic lights on Fleet Road, on their respective territories, are synchronized.
- 1.4 That Hampstead and CSL will work together to create a simplified plan as related to the wording on the signs for the no left turn policy on the streets running perpendicular to Fleet Road, namely, Netherwood, Finchley, Dufferin Road.
- 1.5 That Hampstead agrees to provide greater visibility for the cross walk between Queen Mary Road and Netherwood. The timeline for this will be at the discretion of Hampstead.
- 1.6 That Hampstead commits to not installing a stop sign at the corner of Fleet Road and Minden Road as long as the 40 km speed limit for vehicles remains in force.
- 1.7 That a communications plan will be agreed upon by the Parties and a joint announcement of the plan will be made to highlight the safety and flow of traffic benefits of the plan.
- 1.8 That any future traffic change concerning the flow of traffic on Fleet Road be part of a consultation between the Parties before implementation.

2. LIMITATION OF LIABILITY:

- 2.1. Neither Party to this Agreement shall be liable for indirect, special, consequential, special or punitive damages under any head of claim.

3. ENTIRE AGREEMENT:

- 3.1. This Memorandum Agreement represents the entire Agreement between the Parties with respect to the subject matter hereof, and no amendments or deletions may be made except in writing bearing the signatures of representatives of both Parties to this Agreement.

4. ASSIGNMENT:

- 4.1. This Memorandum Agreement and any rights hereunder may not be assigned by either Party.

Initials	
Hampstead	CSL

5. GENERAL PROVISIONS:

- 5.1 This Agreement shall be construed under and the rights of the Parties determined by reference to the laws of the Province of Quebec, Canada.
- 5.2 If any paragraph or part of this Memorandum Agreement is invalid, it shall not affect the remainder of this Memorandum Agreement, the remainder shall be binding and effective.
- 5.3 This Agreement has been drafted in English at the express wish of the Parties. Ce contrat a été rédigé en anglais à la demande expresse des Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum Agreement to be executed in duplicate by their respective duly authorized representatives as of the day and the year first written above.

AND WE HAVE SIGNED:

Town of Hampstead

City of Côte Saint-Luc

Per: Richard Sun, Director General
Authorized Signatory

Per: Andrea Charon, General Counsel
Authorized Signatory

Initials	
Hampstead	CSL

SHORT TERM COMMERCIAL LEASE OF VACANT LOT DATED JUNE 2, 2016
(“Lease”) effective date May 1, 2016.

BY AND BETWEEN: **The City of Côte Saint-Luc**, herein represented by its General Counsel, duly authorized, hereinafter referred to as the **“LESSOR”**;

AND: **BSR Group**, 9422340 CANADA INC. a body politic and corporate having its head office and principal place of business at 5555 Boul Westminster #420 Côte Saint-Luc, QC H4W 2J2, herein represented by Ronen Basal, its duly authorized representative as so declared, hereinafter referred to as **“LESSEE”**,

Lessee GST # _____
Lessee QST # _____

The above-described being sometimes collectively referred to as the **“PARTIES”**

SECTION 1: PROPERTY

1.1 Property

The Lessor hereby leases unto the Lessee, hereto present and accepting the immoveable lot number 4 670 136 (**“Property”**).

SECTION 2: TERM

2.1 Term

The term of this lease shall commence effective May 1, 2016 and shall expire on October 1, 2016, (**“Term”**) unless the parties agree in writing to extend the Term on a month to month basis.

2.2 Tacit Renewal

There shall be no tacit renewal of this **Lease**. In the event that the Lessee remains in possession of the Property or any portion thereof after the expiry of the Term, without a written extension granted by the **Lessor**, the **Lessee** shall be deemed to be occupying the entire **Property** on a month to month basis.

SECTION 3: USE AND WORK HOURS

3.1 Lessee’s Undertakings:

3.1.1 The **Use** and all accessories thereto whether or not contemplated expressly under this Lease shall at all times be conducted by the **Lessee** at the **Lessee’s** sole expense.

3.1.2 The Lessee shall not at any time during the Term of the lease place gravel, stone, earth or sand on the Property.

3.1.3 The use of the Property by the Lessee is solely for the purpose of storing a construction trailer and for placing a sign as an advertisement for the Lessee’s construction project and for the parking of cars for the construction site (**“Use”**).

Initials	
Lessee	Lessor

3.1.4 The Lessee shall use its best efforts to minimize the noise, construction filth and residue, interference with the flow of traffic, interference with the safety and enjoyment of the residents and other members of the public (collectively, “**Fallout**”), and shall take daily measures to control the Fallout from the Lessee’s Use.

3.1.5 The Lessee shall pay for any signage or other traffic-calming and the use of a flag man or re-direction or public safety measures directed by the Lessor to be implemented from time to time including detours and other traffic re-direction or public safety signs.

3.1.6 The Lessee, its employees, agents, contractors and subcontractors shall comply with all directions, instructions and requests of the Lessor or any officer, agent or employee of the Lessor on any matter whatsoever.

3.1.7 Neither the Lessor, nor any officer, employee or agent of the Lessor shall be responsible for any lost, stolen, damaged or destroyed property of the Lessee or of any officer, employee, agent contractor or sub-contractor of the Lessee, regardless of the value or the foreseeability of same.

3.1.8 The Lessee shall obtain from the Lessor the requisite permit(s) and pay the associated sums of money related thereto.

3.1.9 The Lessee shall pay to the Lessor a damage deposit totaling \$15,000.00 (“**Damage Deposit**”). The Damage Deposit shall be retained by the Lessor as security both for any damages to the Property caused during the Term (which shall be presumed to be as a result of the Lessee’s fault) and for the due fulfillment of the Lessee’s obligations, undertakings and guarantees pursuant to this Lease, namely to restore the Property to it’s original state.

3.2 **Lessor’s Acknowledgements:**

Subject to the provisions of this Lease, the Lessee may access the Property and transport construction vehicles, construction equipment and construction materials on, through or about the Property, the whole at the Lessee’s sole risks and peril.

3.3 **Work Hours:**

That pursuant to City of Côte Saint-Luc (“**City**”) By-Law no. 2059, the Lessee shall be prohibited from carrying out the Use and all related construction, re-construction, alteration or repairing of any building or structure, between the hours of 9 o’clock in the evening and 9 o’clock in the morning on Saturdays, Sundays and statutory holidays; and between 9 o’clock in the evening and 7 o’clock in the morning on all other days.

3.4 **Non-exclusivity:**

This Lease is non-exclusive as to the Lessee. Furthermore, the Lessee shall not prevent the Lessor or any of the employees, agents or officers of the Lessor from accessing the Property to verify that the Lessee is strictly complying with this Lease, to access the Property for its own purposes, or to supervise the work being conducted by or for the Lessee should the Lessor desire to so supervise in the Lessor’s sole discretion.

SECTION 4: MAINTENANCE, RESTORATION AND REPAIRS

4.1 **Restoration:**

Prior to the expiry of the Lease, the Lessee shall, at the Lessee’s expense, restore the Property to the same state it was delivered to the Lessor prior to the Lessee having placed the trailer, signage and parked cars related to the construction site on the Property received as evidenced by the pictures attached as Annex A.

Initials	
Lessee	Lessor

This includes but is not limited to removing all garbage, detritus, dumped construction waste and materials, restoring the grass to the original state as evidenced by the pictures attached as Annex A.

4. 2 **Lessor Acceptance:**

Prior to expiry of this Lease, and at the stages of substantial and final completion of the Lessee Work, the Lessor (through the Lessor’s employee(s), agent(s) and/or contractor(s)) shall inspect the Property for quality assurance purposes. The Lessor shall, at the time of inspection, prepare a detailed written report identifying all visible deficiencies. The Lessee shall, at the Lessee’s expense, promptly correct any and all deficiencies reported by the Lessor. The Lessee shall remain liable for all contractual and legal guarantees for the longer of five **(5)** years and the period allowable by law.

4. 3 **Lessee Insurance and Bond:**

The Lessee shall take out and maintain for the duration of the work relating to the Lessee Work, insurance for damages to property with 100% replacement value, and for all-risks liability insurance and for indemnification of accidents relating to all the workers carrying out the Lessee Work, as well as occupational hazards insurance applying to all persons employed in relation to such Lessee Improvements. The coverage of each such insurance must be a minimum of Two Million Dollars **(\$2,000,000.00)** per incident or such greater amount as reasonably required by the Lessor at the time, and shall name the Lessor as an additional insured, and provide for no subrogation as against the Lessor and a \$Nil deductible payable by the Lessor. The Lessee must deliver the Lessor the certificate(s) of insurance prior to commencing the Lessee Work.

The Lessee shall (or shall cause its contractor to) provide the Lessor with a performance bond for at 100% of the cost of the Lessee Work in respect of all associated labour, techniques, products, parts, and materials.

4.4 **Default:**

Default by the Lessee hereunder shall permit the Lessor to exercise any of the following remedies without any notice: (i) stoppage of all work, (ii) retention of the Damage Deposit as partial liquidated damages; (iii) enforcement of the performance bond; (iv) engagement of its own contractors (whether by tender or otherwise) to perform the Lessee Work at the Lessee’s expense, (v) retention of the permit deposit and/or (vi) termination of this Lease.

SECTION 5: RENT AND PAYMENTS

5.1 **Rent:**

This Lease is made in and for consideration of the payment by the Lessee to the Lessor of the following base rent (“**Base Rent**”, as furthermore defined in Subsection 5.2), plus GST and QST and/or other then applicable taxes, as and when due, without duplication, without any grace period, and which the Lessee undertakes and obliges to pay to the Lessor in equal and consecutive monthly payments.

The Rent is payable in advance on the first day of every month of the Term. Moreover, with and upon signature, the Lessee undertakes to furnish the Lessor with six **(6)** post-dated cheques for the Rent.

5.2 **Base Rent:**

The Base Rent during the Term is **\$2,000.00/month** plus applicable taxes (at this time being GST of 5% grossed up by QST of 9.975%).

5.3 **Waste Sorting, Containment and Placement:**

Initials	
Lessee	Lessor

The Lessee shall, at the Lessee's expense, carry out the waste sorting, containment and placement in accordance with City By-law 2302.

5.4 **Interest:**

The Rent and all other sums due hereunder by the Lessee, which if not paid when due, shall bear annual interest at the rate of the greater of either Twelve Percent **(12%)** per annum or the then prime rate charged by the Royal Bank of Canada plus Two Percent **(2%)**; calculated on an annual basis and compounded daily until paid in full in capital and interest.

5.5 **Place of Payment:**

The Rent and all other sums payable hereunder by the Lessee shall be paid to the order of "The City of Côte Saint-Luc", delivered to the City's Finance Department situated at: 5801 Cavendish Blvd., Côte Saint-Luc (QC) H4W 3C3, unless otherwise indicated by the Lessor.

5.6 **Indemnification of Lessor:**

The Lessee hereby undertakes to defend, indemnify and hold harmless the Lessor as well as the Lessor's elected officials, officers, employees, agents and representatives, for all damages, losses, liabilities, responsibilities, actions and claims in capital and interest (including for judicial and extra-judicial costs).

SECTION 6: ASSIGNMENT AND SUB-LEASE

6.1 The Lessee shall not have the right to assign or hypothecate its right in this Lease or to sublet the Property, in whole or in part, without the prior written consent of the Lessor. An unauthorized assignment, hypothecation or sub-lease shall be void.

SECTION 7: EXPIRY OR TERMINATION

7.1 **Release of Damage Deposit:**

The Lessor will release the unused portion of the Damage Deposit, if any, upon the written request of the Lessee, 6 months following the expiry of this Lease and all extensions, and provided the Lessor attests to the fact that the Damage Deposit remainder is no longer needed to compensate the Lessor in whole or in part for damages resulting during the Term or during this further retention period.

SECTION 8: GENERAL PROVISIONS

8.1 **Council Resolution:**

This Lease is subject to approval by City Council resolution.

8.2 **Notices, Consents and Signature:**

Facsimile or scanned/mailed copies of signatures shall be considered valid. Signature of this Lease in counterparts shall be considered valid and originals and all counterparts taken together shall form one and the same agreement.

All notices, requests for consent or approval by the Lessee, and responses by the Lessor to requests for consent or approval, shall be given in writing in advance of the intended or proposed action. Except for notices of default, renewal, non-renewal, rent increase and/or termination, notices may be delivered to the other party either via email, facsimile or personal delivery.

Notices of default, renewal, non-renewal, rent increase or termination may be given as per the above, with the original to follow promptly by hand delivery or by courier.

Initials	
Lessee	Lessor

Unless the contact information of the Lessor is changed in accordance herewith, notices and requests for approval addressed to the Lessor shall be given as follows:

City of Cote Saint-Luc
Attention: General Counsel
5801 Cavendish Blvd., 2nd Floor
Cote Saint-Luc, QC H4W 3C3

Email: ACharon@CoteSaintLuc.org

Unless the contact information of the Lessee or Guarantor is changed in accordance herewith, notices and responses to requests for approval addressed to the Lessee shall be given as follows and notice given to the following person shall be deemed received by each and every Lessee and each and every Guarantor:

Attention: Ronen Basal
Email: ron@bsrgroup.ca

8.3 **Election of Domicile:**

Unless and until the Lessees notifies the Lessor in writing of a change of address, all notices to the Parties shall be delivered to the addresses set out in the description of the Parties, on Page 1 of this Lease.

8.4 **Choice of Law:**

The Parties hereby elect the laws of the Province of Quebec and Canada (to the extent that each may apply) to apply to the interpretation, application and enforcement of this Lease and any disputes arising in connection therewith, without any regard to choice of law provisions that might otherwise be applicable.

8.5 **Choice of Jurisdiction:**

The Lessee hereby consents to the jurisdiction of the courts in Province of Quebec, District of Montreal, for all disputes arising between the Parties concerning all matters connected to this Lease (including the Guarantee, annexed hereto). Notwithstanding the foregoing, the Parties shall use their good faith efforts to try to resolve all disputes amicably as a first resort.

8.6 **Government Regulations:**

The Lessee shall, at the Lessee's expense, at all times, promptly observe and conform to all statutes, law, ordinances, demand, decrees, directives, regulations, rules, by-laws and resolutions, present and future, from all public and quasi-public authorities having jurisdiction over the Property, as well as of all insurance companies insuring the Property and of the Insurance Bureau of Canada and of all other bodies and organizations exercising similar functions whether in relation to the Property, the condition and maintenance of same, the objects and equipment therein contained or with respect to the use or occupation of the Property or of the operation of the Business, in the same manner and to the same extent as if the Lessee was the owner and occupant of the Property.

8.7 **Preamble and Annexes:**

The Preamble and annexes hereto form an integral part of this Lease by this reference and as if recited at length herein.

Without limiting the generality of the foregoing, the following annexes are included in this Lease:

Annex A: Photos of Property prior to Lease.

Initials	
Lessee	Lessor

8.8 **Entire Agreement:**

This Lease constitutes the entire agreement between the Parties in connection with the subject matter hereof, the Lessor having not made any representations or warranties, express or implied, to the Lessee except as expressly stipulated in this Lease.

8.9 **Expropriation:**

If the Property is in whole or in part, condemned, expropriated or required in any manner for public or para-public utility, the Lessor may, at its option, cancel this Lease in whole or in part upon written notice to the Lessee stipulating the date upon which this Lease or the portion thereof shall end and the portion of the Lease affected thereby (if less than the hole). The Lessor shall not in any way be held liable for any damages that the Lessee may suffer as a result thereof. If less than the whole of this Lease will be ended as a result then the Rent shall abate proportionately to the portion of the Lease so condemned, expropriated, etc. The abatement or termination of the Lessee’s obligations (as the case may be) shall be solely to the extent and as of the date stipulated in the Lessor’s notice.

8.10 **Interpretation:**

In this Lease, as the context requires, the singular shall include the plural (and vice versa) and the masculine shall include the feminine and neuter genders (and vice versa).

Captions appearing in this Lease have been inserted for reference only and shall not be considered when interpreting this Lease.

All of the terms of this Lease have been fully negotiated and agreed to between the Parties. The Lessee declares that it has either been represented by legal counsel or has waived the need for same. The Party that has drafted this Lease shall not be considered when interpreting this Lease.

8.11 **Validity:**

The invalidity of any provision or obligation of this Lease shall not affect or invalidate the remainder thereof, which will continue to be applicable and enforceable. Rather than reading out any such invalid provision or obligation, a court having jurisdiction shall read it down to a legally enforceable scope.

8.12 **Successors:**

This Lease shall bind and enure in favour of the Parties as well as their respective heirs, successors, assigns, trustees, executors and legal representatives.

8.13 **Currency:**

All amounts and sums of money due or stipulated hereunder shall be payable in lawful Canadian currency.

8.14 **Language:**

The undersigned acknowledge that they have requested and are satisfied that the foregoing be drawn up in English; Les soussignés reconnaissent qu’ils ont exigé que ce qui précède soit rédigé en anglais et s’en déclarent satisfaits.

Initials	
Lessee	Lessor

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THROUGH THEIR AUTHORIZED REPRESENTATIVES TO TAKE EFFECT ON THE DATE AND THE PLACE FIRST MENTIONED.

The LESSOR:

THE CITY OF CÔTE SAINT-LUC

Per: _____
Andrea Charon, General Counsel

The LESSEE:

BSR Group, 9422340 CANADA INC.

PER: _____
Printed Name: Ron Basal

Initials	
Lessee	Lessor

ANNEX A – Photos of Property prior the Lease



K-50-16 Ron Basal Lease of vacant lot adjacent to construction project effective May 1, 2016

Initials	
Lessee	Lessor



Initials	
Lessee	Lessor



Initials	
Lessee	Lessor