

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL HELD ON
MONDAY, JULY 17, 2017, AT 5801 CAVENDISH BOULEVARD,
CÔTE SAINT-LUC, AT 7:00 P.M.**

PRESENT:

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

ALSO PRESENT:

Ms. Tanya Abramovitch, City Manager
Ms. Nadia Di Furia, Associate City Manager
M^e Andrea Charon, Assistant City Clerk, acted as Secretary of the
meeting

QUESTION PERIOD

The question period started at 7:10 p.m. and finished at 7:15 p.m. One (1) person asked to speak and was heard.

1) Toby Shulman

The resident requested to have a breakdown of the 2.6 million dollar cost to Trudeau Park. Mayor Brownstein outlined the major parts of the contract and stated if she would like more details, she can make an access to information request.

170737

**URBAN DEVELOPMENT – WATER MAIN REHABILITATION (SLEEVING) –
CONTRACTOR SERVICES – (C-06-17C1)**

This item was deferred to a subsequent meeting.

170738

**URBAN DEVELOPMENT – CONTRACTOR SERVICES FOR THE
REHABILITATION OF THE YITZHAK RABIN PARK POND (C-07-17C1)**

WHEREAS the City of Côte Saint-Luc (the “City”) made a public call for tender for contractor services for the rehabilitation of the Yitzhak Rabin Park Pond;

WHEREAS the City received one conforming bid which was eligible for negotiation;

It was

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

AND RESOLVED

“THAT the City Council hereby awards a contractor services contract to Soucy Aquatik Inc., the sole conforming bidder under the law, pursuant to the terms of Tender C-07-17C;

THAT the aforementioned contract contemplates negotiated fees for the services to be rendered in the maximum amount of \$287,611.00, 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 described expenses shall be financed from loan By-law 2481 previously approved by the *Ministère des Affaires municipales et Occupation du territoire*;

THAT Treasurer’s Certificate No. TC-17-0163 dated July 12, 2017 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

170739

URBAN DEVELOPMENT – PROFESSIONAL SERVICES FOR THE REHABILITATION OF THE ARENA (C-12-17P)

WHEREAS the City of Côte Saint-Luc (the “City”) made a public call for tenders for professional services regarding the rehabilitation of the arena under tender no. C-12-17P and received one (1) conforming bid;

WHEREAS according to the City’s system of bid weighting and evaluating, the bid received a passing final score and was therefore deemed acceptable to be the only bidder under the *Cities and Towns Act*;

It was

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

AND RESOLVED

“THAT the City Council hereby awards a professional services contract to Les services EXP. Inc., the only conforming bidder under the law, for a total amount of \$429,500.00, 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 described expenses shall be financed from the loan By-law 2482 approved in 2017 by the MAMOT;

THAT Treasurer’s Certificate No. TC 17-0165 dated July 13, 2017 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

170740

URBAN DEVELOPMENT – LIBRARY BUILDING ENVELOPE PROFESSIONAL SERVICES AND CONTRACTOR CHANGE ORDERS (C-13-15 & C-02-16)

This item was deferred to a subsequent meeting.

170741

LIBRARY – DONATION OF RELIANCE SCULPTURE BY DR. HARRY ROSEN TO THE CITY OF CÔTE SAINT-LUC

WHEREAS Dr. Harry Rosen (“Artist”) wishes to donate to the City of Côte Saint-Luc (“City”) a sculpture entitled Reliance;

WHEREAS the City wishes to accept this donation based on the terms of the Donation Agreement (“Agreement”) attached hereto as Annex A;

It was

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

AND RESOLVED:

“THAT the Artist wishes to donate to the City a sculpture entitled Reliance;

THAT the City Côte Saint-Luc City Council hereby approves and adopts the Agreement between the City and the Artist;

THAT the Agreement attached forms an integral part thereof;

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

CARRIED UNANIMOUSLY

170742

APPROVAL OF THE ADJOURNMENT OF THE MEETING

It was

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

AND RESOLVED:

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

CARRIED UNANIMOUSLY

MAYOR BROWNSTEIN DECLARED THE MEETING ADJOURNED.

MITCHELL BROWNSTEIN
MAYOR

ANDREA CHARON
ASSISTANT CITY CLERK

LIST OF ANNEXES		
Resolution number	Corresponding Annex	Document
170741	Annex A	Agreement City of Côte Saint-Luc and Dr. Harry Rosen

**DONATION OF RELIANCE SCULPTURE BY DR. HARRY ROSEN
TO THE CITY OF CÔTE SAINT-LUC ("Agreement"):**

BETWEEN: **THE CITY OF CÔTE SAINT-LUC**, 5801
Cavendish Blvd., Côte Saint-Luc, QC, H4W
3C3,

Hereinafter referred to as "**City**"

AND: **DR. HARRY ROSEN, Artist**, residing and
domiciled at _____

Hereinafter referred to as "**Artist**"

WHEREAS the **Artist** wishes to donate a bronze **Sculpture** with an approximate height of 6 feet named Reliance as seen in Annex A hereinafter referred to as "**Sculpture**";

WHEREAS the **Artist** commits to casting, appraising, donating and delivering the **Sculpture** to the **City**;

WHEREAS the **City** agrees to prepare the site where the stone base and the **Sculpture** will be placed;

WHEREAS the **Sculpture** will be placed behind the **City's** City Hall building situated at 5801 Cavendish Blvd. in a spot that is mutually agreed upon by both parties;

WHEREAS the said design belongs to the **Artist**;

WHEREAS the **City** wishes to accept the donation and delivery of the **Sculpture** from the **Artist** on the terms set out in this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Preamble:

The Preamble hereto shall form an integral part hereof as if recited at length.

2. Brief Description:

The **Artist** has agreed to that he is responsible for the casting of the **Sculpture** and for the foundry cost associated with the casting. The **Sculpture** shall be made in bronze. Once the **Sculpture** has been created, the **Artist** has committed to having an appraisal of said **Sculpture**. The **Artist** will then donated through a Deed of Donation, drafted by his representative at his cost, the **Sculpture** to the **City**. The **City** will then issue a tax receipt in kind for the amount indicated on the evaluation of the **Sculpture** provided by the **Artist**'s appraiser.

3. **Artist Warranties:**

The **Artist** hereby represents and warrants the following, knowing that the **City** is relying on the same:

- (i) That the design of the **Sculpture** is solely the result of the **Artist**'s creative efforts;
- (ii) That the **Sculpture** does not in any way infringe on any third party rights including but not limited to intellectual property rights of any kind;
- (iii) That **Artist** has the sole and exclusive, clear and unfettered title and intellectual property rights (including, but not limited to, the moral and integrity rights) in and to the **Sculpture**;

4. **Casting of the Sculpture, Appraisal, Deed of Donation and Tax Receipt:**

- (i) The **Artist** is responsible for the casting in bronze of the **Sculpture** at a foundry of his choosing and at his own cost;
- (ii) Once the **Sculpture** is completed, the **Artist** shall have the **Sculpture** appraised by an appraiser of his choosing and at his own cost and provide the official appraisal "Appraisal";

Once the **City** receives the Appraisal, the **Artist** has agreed to contract with his own independent legal counsel or notary who will work with the **City**'s legal representative to prepare the Deed of Donation in respect of the **Sculpture** from the **Artist** to the **City** whereby the **Artist** agrees to have drawn up and execute a notarial Deed of Donation unconditionally, absolutely irrevocably, and perpetually donating the **Sculpture** to the **City**. The Deed of Donation shall refer to this Agreement, incorporate its terms by reference, specifically mention that this Agreement survives the Deed of Donation, and that in the event of inconsistency between them, this Agreement shall prevail;

- (iii) The **City** shall provide a gift in kind tax receipt for the 2018 year in the amount indicated in the Appraisal of the **Sculpture** provided by the **Artist**'s appraiser.

5. **Transportation, Delivery and Installation:**

- (i) The **Artist** shall ensure that the **Sculpture** is delivered on a date that is pre-approved by the **City**, subject to reasonable prior notice to the **Artist** in writing;

- (ii) The **City** agrees to take possession of the **Sculpture** at the latest December 31, 2018.
- (iii) The **Artist** agrees to purchase and pay for the stone base on which the **Sculpture** will be placed;
- (iv) The **City** will arrange for the foundation to be prepared for the **Sculpture** at a cost of approximately \$2,500.00;

6. Personal Appearances:

The **Artist** shall make reasonable efforts to be personally present at such time or times as reasonably requested by the **City**.

7. Publicity:

- (i) The **City** shall have the right to publicize the **Sculpture** in any manner and on any platform that the **City** shall deem appropriate, without the approval of or compensation to the **Artist**. The **Artist** shall lend his name and image to the **City** hereby granting a perpetual free-of-charge license in respect thereof to the **City**, without any further approval by or compensation to the **Artist**. Notwithstanding the foregoing, the **City** shall keep the **Artist** informed of any events and plans to publicize the **Sculpture** and shall always credit the **Artist** as the sculptor.
- (ii) The **Artist** may publicize the **Sculpture** provided the same is done in a positive manner and mentions the **City** of Côte Saint-Luc as the site.

8. Further Representations & Warranties:

Without limiting the generality of any other provision of this Agreement, each party represents to the other, and acknowledges that the other is relying on such representations in entering into this Agreement as follows:

- (i) He/she has the requisite power, authority and capacity to enter into this Agreement and to perform the obligations hereunder;
- (ii) This Agreement has been duly authorized, executed and delivered by it and constitutes a valid and binding obligation enforceable against him/her in accordance with its terms;

9. Approval:

This Agreement is subject to the approval of the **City** sitting in a public meeting of its **City Council**.

10. Personal Contract and Restrictions on Assignment:

This Agreement is personal to the **Artist**. His obligations, undertakings, acknowledgements, representations and warranties are personal to the **Artist** and may not be assumed by any party other than the **Artist**. Neither party shall be

entitled to assign this Agreement in whole or in part without the prior written consent of the other.

11. Severability:

Every provision of this Agreement is intended to be severable. If all or any part of any term or provision hereof is held to be illegal, invalid or unenforceable for any reason by a court with final jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

12. Relationship:

The parties are acting vis-à-vis one another as independent contractors. Nothing in this Agreement shall be construed so as to constitute a relationship between the parties of employer/employee, agent, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party, nor its employees, agents or representatives, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

13. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of Quebec and Canada to the extent that each shall apply. All disputes shall be negotiated in good faith as a first resort and failing a resolution, shall be litigated (if desired by the parties) before the courts having jurisdiction in the **City** and District of Montreal.

14. Independent Legal Advice:

The parties declare that they have read and understood each and every term and provision of this Agreement; and that they freely negotiated and entered into this Agreement. Each party declares that he/it has consulted with independent counsel of his/its choosing or has waived the need for doing so.

15. Language:

The parties have requested that this Agreement as well as all ancillary and related documentation be drafted in the English language. Les parties ont demandé à ce que cette convention ainsi que toute documentation y afférent ou connexe soient rédigés en langue anglaise.

SIGNED in the **City** of Cote Saint-Luc with effective date as of the _____ day of _____, 2017

City:

THE CITY OF COTE SAINT-LUC:

Per: _____

Dr. Harry Rosen

Me Andrea Charon

Schedule "A"
Photo and description of Sculpture named Reliance

