

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL HELD ON  
MONDAY, AUGUST 14, 2017, AT 5801 CAVENDISH BOULEVARD,  
CÔTE-SAINT-LUC, AT 8:00 P.M.**

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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. Tanya Abramovitch, City Manager  
Ms. Nadia Di Furia, Associate City Manager  
M<sup>e</sup> Jonathan Shecter, Associate City Manager and City Clerk  
M<sup>e</sup> Frédérique Bacal, Assistant City Clerk, acted as Secretary of the meeting

**PRESENTATION OF RETIREMENT GIFT – MIKHAEL BENABOU**

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Mayor Brownstein presented a retirement gift to Mikhael Benabou for his 25 years of dedicated service to the City of Côte-Saint-Luc.

Mayor Brownstein then presented videos to the public regarding Pierre-Elliott Trudeau Park and the Aquatic and Community Centre.

**QUESTION PERIOD**

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The question period started at 8:18 p.m. and finished at 8:42 p.m. Five (5) people asked to speak and they were heard.

1) Irving Itman

The resident complained that, of late, there is a lot of traffic on Fleet Road due to work being carried out at the Cavendish Underpass and then inquired as to whether it is possible to install a temporary, portable traffic light to control the traffic to which Mayor Brownstein responded that as of tomorrow, there will be two lanes instead of one lane which should alleviate much of the traffic congestion.

The resident then sought an update regarding the repairs to the waterfall located within Yitzhak Rabin Park and then inquired as to whether the work will be completed before the beginning of the Jewish High Holidays. Councillor Berku responded that the tender was awarded at a previous Council Meeting and Councillor Erdelyi then added that the work is scheduled to start this week. Councillors Berku and Erdelyi both stated that the City is looking for an alternative location for the Jewish High Holidays in terms of *Tachlich*.

The resident commented that there is no shaded area in the play area at Pierre-Elliott Trudeau Park to which Mayor Brownstein responded that the City will go to tender in order to have proper shading structures in Pierre-Elliott Trudeau Park.

The resident also complained that there are a lot of weeds in the pond at Pierre-Elliott Trudeau Park to which Mayor Brownstein responded that Public Works is maintaining it to the best of their abilities.

The resident then inquired as to why there is no longer a dance area at Pierre-Elliott Trudeau Park to which Mayor Brownstein responded that Parks and Recreation Department will contact the dance instructor (who used to give dance lessons at Pierre-Elliott Trudeau Park) to see what, if anything, could be done.

The resident then commented that the Shalom Bloom Sculpture Garden at Pierre-Elliott Trudeau Park is very beautiful.

2) Dr. Bernard Tonchin

The resident inquired as to the date of the municipal elections to which Mayor Brownstein responded November 5, 2017 with an Advanced Poll on October 29, 2017.

The resident also wanted to know when potential candidates can file their nomination papers to which Me Charon, the City's returning officer, responded that the first day to file nomination papers is September 22, 2017 and the deadline to file them is October 6, 2017.

3) Toby Shulman

The resident inquired as to whether there was an official naming or opening for Elie Weisel Park to which Mayor Brownstein responded that the sign has been ordered and the City will announce the unveiling date as soon as the City knows when the sign will be delivered.

The resident requested on behalf of a friend that the scoreboard at Gary Carter Field be better placed and be illuminated to improve its visibility to the public to which Mayor Brownstein responded that the City will ask the Parks and Recreation Department to look in to the query.

The resident complained that the traffic around the Cavendish Underpass is congested. The resident then wanted to know why the City cannot have a traffic crossing guard to help the residents at the stop sign, when accessing Cavendish Boulevard to which Mayor Brownstein responded that with the present traffic configuration, there is nowhere for an officer to stand and direct traffic in a safe manner. Mayor Brownstein also stated that if the traffic is still very heavy after the addition of the second lane (as of tomorrow), the City will look in to adding a temporary traffic light.

The resident complained that she has not received a response following her access to information request regarding the list of expenses for the renovations to Pierre-Elliott Trudeau Park to which Me Jonathan Shecter responded that a response to her request was sent to her last Friday and to contact him if she does not receive the response within 48 hours of tonight.

4) Mitchell Kujavsky

The resident inquired as to how the Royal Canadian Legion's current donations were distributed to which Councillor Levine responded that to his knowledge, donations went to the Veterans and Royal Victoria Hospital where Veterans are treated.

Mayor Brownstein then issued a caveat that the Royal Canadian Legion is at arm's length from the City and because it is not a city-run organization, the City is not the best positioned to respond to this type of query.

5) Natania Etienne

The resident requested that the City honour the memory of poet and former resident of Côte-Saint-Luc Gérard Etienne (her Late Husband) to which Mayor Brownstein responded that the City will look in to her request.

170801

**CONFIRMATION OF THE MINUTES OF THE REGUAR MEETING OF COUNCIL  
DATED JULY 4, 2017 AT 8:00 P.M.**

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It was

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

AND RESOLVED:

“THAT the Minutes of the Regular Meeting of Council dated July 4, 2017 at 8:00 p.m. be and are hereby approved as submitted.”  
CARRIED UNANIMOUSLY

170802

**CONFIRMATION OF THE MINUTES OF THE SPECIAL MEETING OF COUNCIL  
DATED JULY 17, 2017 AT 7:00 P.M.**

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It was

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

AND RESOLVED:

“THAT the Minutes of the Special Meeting of Council dated July 17, 2017 at 7:00 p.m. be and are hereby approved as submitted.”  
CARRIED UNANIMOUSLY

**BUSINESS ARISING FROM PREVIOUS COUNCIL MINUTES**

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Mayor Brownstein wished to follow up on questions regarding the state of Côte-Saint-Luc Road raised at previous meetings of Council. Mayor Brownstein stated that the portion of Côte-Saint-Luc Road within the City's territory is in good condition and the City will continue to maintain it. Mayor Brownstein also tabled a letter sent by the Borough Mayor for Côte-des-Neiges-Notre-Dame-de-Grâce, Mayor Russell Copeman, in which it is stated that the City of Montreal is doing the best they can to maintain the portion of Côte-Saint-Luc Road in their jurisdiction and the City of Montreal has the intention to rebuild Côte-Saint-Luc Road where it warrants reconstruction.

Councillor Berku followed up on a petition received from residents of St. Patrick's Square in which the residents requested that the STM adds an extra bus stop on its 262 bus line. Councillor Berku tabled a letter sent by the STM stating that the STM cannot agree at this time to extend the 262 route by one stop and that the

STM will advise the City once they have completed further studies on this matter. Councillor Berku then wished to publicly denounce the STM's "narrow approach to the situation" and will continue to work in order to get this additional bus stop.

Mayor Brownstein tabled a letter sent by CP in which CP provided comments on the report regarding the relocation of the CP yards to Les Cèdres provided by the McGill Urban Planning Department. Mayor Brownstein then stated that relocating the CP rail yards is still a possibility and that the City's relationship with CP is very good. He then showed a video in which he spoke in Montreal for a commemoration of Canada's 150<sup>th</sup> birthday hosted by CP.

170803

**MONTHLY DEPARTMENTAL REPORTS FOR JULY 2017**

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It was

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

AND RESOLVED:

"THAT the monthly departmental reports submitted for July 2017 be and are hereby approved as submitted."

CARRIED UNANIMOUSLY

170804

**PURCHASING/ELECTIONS: ADOPTION OF THE AGREEMENT BETWEEN THE CITY OF CÔTE-SAINT-LUC AND INNOVISION+ FOR CONSULTING SERVICES FOR THE 2017 MUNICIPAL GENERAL ELECTIONS**

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WHEREAS the City of Côte-Saint-Luc ("City") wishes to enter into an agreement with Innovision+ for consulting services for the 2017 Municipal General Elections ("Agreement");

It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

"THAT the Côte-Saint-Luc City Council hereby awards the Agreement to Innovision+ for an amount not to exceed \$17,620.19, plus applicable taxes, the whole as per the terms and conditions outlined in the Agreement attached dated July 6, 2017, including Annexes A-F;

THAT Treasurer's certificate TC-0167 dated July 26, 2017 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expense;

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

CARRIED UNANIMOUSLY

170805

**FINANCE – REQUEST TO INCREASE THE CREDIT CARD LIMIT FOR  
EMPLOYEE LIZ HERNANDEZ**

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WHEREAS the City of Côte-Saint-Luc (“the City”) is requesting the increase of the credit card limit for employee Liz Hernandez’s credit card;

WHEREAS at the July 5, 2017 Audit Committee meeting, Audit Committee members recommended that the credit card limit of employee Liz Hernandez be increased from \$5,000 to \$12,500;

IT WAS

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED:

“THAT the Côte-Saint-Luc City Council hereby approves of increasing the credit card limit of employee Liz Hernandez from \$5,000 to \$12,500;

THAT said resolution shall be for immediate action.”  
CARRIED UNANIMOUSLY

170806

**FINANCE: BANKING SERVICES AGREEMENT (2017-2020)**

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WHEREAS the Banking Services Agreement with the Royal Bank of Canada (“RBC”) terminated on December 31, 2016, but was extended to June 30, 2017;

WHEREAS the Finance Department renegotiated a favorable agreement with the RBC for a new three (3)-year term;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED:

“THAT the Côte-Saint-Luc City Council (“Council”) hereby approves the Banking Services Agreement (2017-2020) (“Agreement”) to be entered into with the RBC for the period covering July 1, 2017 to June 30, 2020, and hereby authorizes the Mayor and the City Treasurer to sign the Agreement on behalf of the City of Côte-Saint-Luc (“the City”);

THAT Council further approves the estimated, annual bank fees of \$16,000.00, with any adjustment required for actual fees and with the first annual time-period being between July 1, 2017 and July 1, 2018;

THAT Treasurer’s Certificate TC 17-0164 has been issued by the City Treasurer to attest to the availability of funds to cover the above-described estimated expenses to December 31, 2017.”  
CARRIED UNANIMOUSLY

170807

**RESOLUTION TO APPROVE THE DISBURSEMENTS FOR THE PERIOD OF  
JULY 1, 2017 TO JULY 31, 2017**

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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 July 1, 2017 to July 31, 2017 for a total amount of \$4,736,864.76 in Canadian Funds;

THAT Treasurer's certificate No.17-0172 dated August 8, 2017 has been issued by the City Treasurer attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

170808

**HUMAN RESOURCES – PUBLIC WORKS DEPARTMENT - HIRING OF A BLUE  
COLLAR, AUXILIARY EMPLOYEE**

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It was

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

AND RESOLVED:

"THAT the Côte-Saint-Luc City Council approves the hiring of the blue collar, auxiliary employee whose name is listed on the document entitled "Auxiliary Employees – Blue Collars - Hiring", dated August 2, 2017 and that said employees' term of employment will be as per the conditions of the collective agreement;

THAT Treasurer's certificate number 17-0171 dated August 2, 2017 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

170809

**HUMAN RESOURCES – PARKS AND RECREATION DEPARTMENT - HIRING  
OF A BLUE COLLAR, AUXILIARY EMPLOYEE**

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It was

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

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 "Auxiliary Employees – Blue Collars - Hiring", dated July 26, 2017 and that said employees' term of employment will be as per the conditions of the collective agreement;

THAT Treasurer's certificate number 17-0169 dated August 1, 2017 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

170810

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

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It was

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

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 "Auxiliary Employees – White Collars - Hiring", dated July 26, 2017 and that said employees' term of employment will be as per the conditions of the collective agreement;

THAT Treasurer's certificate number 17-0168, dated August 1, 2017 has been issued by the Assistant City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

170811

**HUMAN RESOURCES – LEGAL SERVICES AND CITY CLERK – HIRING OF ASSISTANT CITY CLERK – CONTRACT, MANAGEMENT POSITION**

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It was

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

AND RESOLVED:

"THAT the Côte-Saint-Luc City Council approves the hiring of Frédérique Bacal as the Assistant City Clerk into a management position for a fixed-term contract, effective from July 24, 2017 to July 27, 2018;

THAT Treasurer's certificate number 17-0162 dated July 11, 2017 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

170812

**HUMAN RESOURCES— HIRING OF INTERNS/SUMMER STUDENTS**

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It was

MOVED BY COUNCILLOR SAM GOLDBLOOM  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT the Côte-Saint-Luc City Council approves the hiring of the interns/summer student employees whose names are listed in the document entitled “2017 Interns/Summer Students” dated June 21, 2017 and that said employees’ term of employment will be as per the respective dates indicated on the aforementioned list;

THAT Treasurer’s certificate number 17-0157 dated June 27, 2017 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

170813

**HUMAN RESOURCES – CÔTE-SAINT-LUC PUBLIC LIBRARY – HIRING OF AN ON-CALL LIBRARY CLERK – WHITE COLLAR, AUXILIARY POSITION**

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It was

MOVED BY COUNCILLOR MIKE COHEN  
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOVED:

“THAT the Côte-Saint-Luc City Council approves the hiring of Yasaman Baghi as an on-call, Library Clerk (white collar, auxiliary position), effective June 19, 2017;

THAT Treasurer’s certificate number 17-0156, dated June 27, 2017 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

170814

**AUTHORIZATION TO PAY A LEGAL INVOICE OF \$18,612.25, PLUS APPLICABLE TAXES, TO NORTON ROSE FULBRIGHT CANADA FOR A CASE ENTITLED: “ROGER E. BOURGEOIS VS. CITY OF CÔTE-SAINT-LUC” BEARING DOCKET NUMBER #500-17-092141-152**

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WHEREAS the case entitled: “*Roger E. Bourgeois vs. City of Côte-Saint-Luc*” bearing number #500-17-092141-152 was filed in Superior Court on December 28, 2015;

WHEREAS the firm of Norton Rose Fulbright (“the Firm”) was appointed by the City of Côte-Saint-Luc’s (“the City”) insurers to defend the City’s interests;

WHEREAS the Firm has sent the City an invoice for reimbursement in the amount of \$18,612.25, plus applicable taxes, which the City must pay pursuant to its aggregate insurance deductible;

It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the preamble of this resolution as well as the definitions contained therein form an integral part of this resolution as if cited hereinafter at length;



THAT the Côte-Saint-Luc City Council (“Council”) hereby authorizes payment of a legal invoice from the Firm dated April 7, 2017 for an amount of \$18,612.25, plus applicable taxes;

THAT Treasurer’s certificate number TC17-0161 dated July 6, 2017 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses;

THAT the Associate City Manager / Director of Legal Services / City Clerk or the City’s General Counsel is hereby authorized to sign any document to give effect to the foregoing payment.”

CARRIED UNANIMOUSLY

170815

**RESOLUTION RELATED TO THE ZERO TOLERANCE OF ALCOHOL FOR DRIVING INSTRUCTORS**

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WHEREAS article 202.2.1.1 of the *Highway Safety Code* prohibits bus drivers, minibus drivers and taxi drivers to drive after drinking any amount of alcohol;

WHEREAS the *Highway Safety Code* omits to include driving instructors as professionals of the road with a zero tolerance of alcohol;

WHEREAS the driving instructor’s role and responsibilities require a specific expertise and excellent driving reflexes at all times, especially considering the inexperience of the drivers they are teaching;

It was

MOVED BY COUNCILLOR ALLAN J. LEVINE  
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

“THAT the Côte-Saint-Luc City Council requests that the National Assembly of Québec enacts legislation to include within the *Highway Safety Code* a zero tolerance of alcohol requirement for driving instructors while carrying out their duties.”

CARRIED UNANIMOUSLY

170816

**RATIFICATION OF THE FILING OF PROCEEDINGS FOR A LAWSUIT FILED BY THE CITY OF CÔTE-SAINT-LUC AGAINST VIDEOTRON FOR DAMAGES INCURRED BY THE CITY OF CÔTE-SAINT-LUC FOR AN AMOUNT OF \$892.07**

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WHEREAS proceedings were filed against Videotron to recover damages to a wire of a lamppost belonging to the City of Côte-Saint-Luc (“the City”) in the amount of \$892.07;

WHEREAS Videotron filed a Cross-Demand against the City to recover damages to their installations in the amount of \$648.20;

WHEREAS the City recovered the full value of its claim and declared the Cross-Claim prescribed;

It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the Côte-Saint-Luc City Council (“Council”) ratifies the filing of proceedings against Videotron for damages incurred by the City of Côte-Saint-Luc for an amount of \$892.07;

THAT Council further takes note of Videotron’s Discontinuance of its Cross-Demand of \$648.20.”

CARRIED UNANIMOUSLY

170817

**SETTLEMENT OF PROCEEDINGS CONCERNING A FLOOD AT CITY HALL**

WHEREAS the CSL Dramatic Society was founded during the summer of 2011;

WHEREAS the CSL Dramatic Society has performed 17 theatrical productions;

WHEREAS the CSL Dramatic Society has won two (2) Montreal English Theatre Awards (META) – one for Hairspray and one for the Producers;

WHEREAS on January 31, 2014, the CSL Dramatic Society was performing the theatrical production of Bedtime Stories when a major flood occurred at City Hall (“the Incident”) interrupting the said production;

WHEREAS both the City of Côte-Saint-Luc (“the City”) and Affiliated FM Insurance Company (“FM”) incurred costs related to the flood;

WHEREAS the City and FM jointly filed proceedings bearing docket number 500-22-228374-164 (“the Proceedings”);

WHEREAS all parties wish to settle the Proceedings in good faith;

It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

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

THAT the Côte-Saint-Luc City Council hereby ratifies:

- i) the filing of the Proceedings;
- ii) the settlement of the Proceedings including the City receiving the full value of its \$10,000 deductible;
- iii) the mandate awarded to Me. Jonathan Shecter by FM who acted as the attorney of record for both co-plaintiffs; and
- iv) to authorize Me. Jonathan Shecter, the attorney of record or the City’s General Counsel to sign any document to give effect to the foregoing.”

CARRIED UNANIMOUSLY

170818

**FILING OF CORRECTIONS PURSUANT TO ARTICLE 92.1 OF THE CITIES AND TOWNS ACT**

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WHEREAS according to article 92.1 of the *Cities and Towns Act*,

“The clerk is authorized to amend the minutes or a by-law, resolution, order or other act of the council, executive committee or borough council in order to correct an error that is obvious just by reading the documents provided in support of the decision. In such a case, the clerk must attach the minutes of the correction to the original of the amended document and file a copy of the amended document and of the minutes of the correction at the next meeting of the council, executive committee or borough council.”

The following correction from the May 8, 2017 Regular Council Meeting is hereby filed:

- a) Resolution #170534 entitled: “RESOLUTION TO ADOPT BY-LAW NO. 2217-53 ENTITLED: “BY-LAW NO. 2217-53 TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF CÔTE-SAINT-LUC IN ORDER TO BRING TO COMPLIANCE TO THE PLANNING PROGRAMME NO. 2474”

In the last paragraph, there were obvious errors of a quotation missing and two syntactical errors as underlined below:

“THAT in conformity with *An Act respecting Land Use and Development*, the Council of the City of Côte-Saint-Luc hereby adopts the By-Law No. 2217-53 entitled: “By-law No. 2217-53 to amend the Zoning by-law No. 2217 of the City of Côte-Saint-Luc in order to bring it in to compliance with the Planning programme No. 2474” the whole, with Note 142 removed from the Table of Uses and Norms of Zone IN-1.”

170819

**NOTICE OF MOTION – BY-LAW 2492 TO BE ENTITLED: “BY-LAW CREATING THE FEE SCHEDULE FOR THE ELEANOR LONDON CÔTE-SAINT-LUC PUBLIC LIBRARY FOR ACTIVITIES FOR THE SEPTEMBER 2017 TO MARCH 2018 PERIOD”**

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Councillor Mike Cohen gave Notice of Motion that By-Law 2492 to be entitled: “By-law creating the fee schedule for the Eleanor London Côte-Saint-Luc Public Library for activities for the September 2017 to March 2018 Period” will be presented at a later meeting for adoption.

170820

**TABLING OF DRAFT BY-LAW 2492 TO BE ENTITLED: “BY-LAW CREATING THE FEE SCHEDULE FOR THE ELEANOR LONDON CÔTE-SAINT-LUC PUBLIC LIBRARY FOR ACTIVITIES FOR THE SEPTEMBER 2017 TO MARCH 2018 PERIOD”**

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Councillor Mike Cohen tabled draft By-Law 2492 to be entitled: “By-law creating the fee schedule for the Eleanor London Côte-Saint-Luc Public Library for activities for the September 2017 to March 2018 Period”.

170821

**IT – PURCHASE AND INSTALLATION OF ACCESS CONTROL HARDWARE**

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WHEREAS the City of Côte-Saint-Luc (“the City”) wishes to purchase and install access controls in its Parks and Recreation Building, Aquatic and Community Centre and Dispatch Centre;

It was

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

AND RESOLVED:

“THAT Côte-Saint-Luc City Council hereby approves and awards a contract for the purchase and installation of access control devices from Technilogic and authorizes payment of \$20,981.13, plus applicable taxes, for the aforementioned hardware and installation;

THAT the described expenses shall be financed from loan By-law 2484 entitled: “By-law 2484 authorizing a loan of \$221,000 for the purchase of various software and an Access Control Security system (key replacement) for various municipal buildings” previously approved by the *Ministère des Affaires municipales et Occupation du territoire*;

THAT Treasurer’s certificate number TC 17-0173 dated August 9, 2017 has been issued by the Treasurer attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

170822

**PUBLIC WORKS – PURCHASE OF A SNOW BLOWER (C-25-17)**

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WHEREAS the City of Côte-Saint-Luc (“the City”) issued a public call for tenders under tender no. C-25-17 for the purchase of a Larue D60 snow blower;

WHEREAS it was in the best interests of the City to cancel this call for public tenders;

WHEREAS the City issued a new public call for tenders under the same tender no. C-25-17 for the purchase of a Larue D60 snow blower **or equivalent**;

WHEREAS the City received one (1) conforming bid from *J.A. Larue Inc.* in the amount of \$132,924.00, plus applicable taxes;

WHEREAS the City proceeded to negotiate the price with the supplier, as permitted by the *Cities and Towns Act*, and obtained a 2% discount from the price before taxes, for a total amount of \$130,265.52, plus applicable taxes;

It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY STEVEN ERDELYI

AND RESOLVED:

“THAT the Côte-Saint-Luc City Council (“Council”) hereby cancels the first tender no. C-25-17 for the purchase of a Larue D60 snow blower;

THAT Council hereby awards a contract to *J.A. Larue Inc.*, the sole conforming bidder, for the purchase of a snow blower in accordance with the terms of tender no. C-25-17, for a total negotiated amount of \$130,265.52, plus applicable taxes;

THAT the above-described expenses shall be financed from loan By-law 2485 entitled: "By-law 2485 authorizing a loan of \$741,000 for the purchase of heavy vehicles, trucks as well as any heavy vehicle equipment" previously approved by the *Ministère des Affaires municipales et Occupation du territoire*;

THAT Treasurer's Certificate No. TC-17-0146 dated June 6, 2017, has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

170823

**URBAN DEVELOPMENT – CONTRACT FOR MANAGEMENT OF CITY WATER AND SEWER SYSTEM (C-11-17-22)**

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WHEREAS the City of Côte-Saint-Luc ("the City") issued a public call for tenders (C-11-17-22) for professional services for the management of the City water and sewer systems for a term of two (2) years from January 1, 2018 to December 31, 2019, with three options in favour of the City for calendar years 2020, 2021 and 2022;

WHEREAS the City received one (1) bid, namely, from Simo Management Inc. ("Simo");

It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

"THAT the Côte-Saint-Luc City Council ("Council") hereby awards a contract for the management of its water and sewer system to Simo Management Inc. in accordance with the tender terms of C-11-17-22, for the term of January 1, 2018 - December 31, 2019, with three options in favour of the City for the 2020, 2021 and 2022 calendar years, the whole as per the prices tendered;

THAT for clarity, Council hereby reserves its option rights for 2020, 2021 and 2022, which it may choose at its sole discretion, to exercise at a later time;

THAT the aforesaid amended prices, plus applicable taxes, are as follows:

	2018	2019	Option: 2020	Option: 2021	Option: 2022
<i>Services de base</i>	\$713,465	\$724,167	\$735,030	\$746,056	\$757,247
<i>Services à l'acte estimated</i>	\$1,286,123	\$1,306,805	\$1,323,386	\$1,334,979	1,341,857

THAT as soon as practicable at the beginning of each contract year, the City Treasurer shall issue a Treasurer's Certificate attesting to the availability of funds to cover the contemplated expenses for that contract year."

CARRIED UNANIMOUSLY

170824

**AUTHORIZATION TO PRESENT THE PROJECT ENTITLED "REPLACEMENT OF SAMUEL MOSKOVITCH ARENA'S REFRIGERATION SYSTEM" TO THE MINISTÈRE DE L'ÉDUCATION ET DE L'ENSEIGNEMENT SUPÉRIEUR IN THE CONTEXT OF THE PROGRAMME DE SOUTIEN POUR LE REMPLACEMENT OU LA MODIFICATION DES SYSTÈMES DE RÉFRIGÉRATION FONCTIONNANT AUX GAZ R-12 OU R-22: ARÉNAS ET CENTRES DE CURLING**

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WHEREAS the City of Côte-Saint-Luc ("the City") wants to present the project entitled "Replacement of Samuel Moskovitch Arena's Refrigeration System" to the *Ministère de l'Éducation et de l'Enseignement supérieur* in the context of the *Programme de soutien pour le remplacement ou la modification des systèmes de réfrigération fonctionnant aux gaz R-12 ou R-22: arénas et centres de curling* in order to respect Montreal's Protocol which aims to reduce and eliminate ozone-depleting substances by 2020;

It was

MOVED BY COUNCILLOR SIDNEY BENIZRI  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

"THAT the Côte-Saint-Luc City Council ("Council") authorizes the presentation of the project entitled "Replacement of Samuel Moskovitch Arena's Refrigeration System" to the *Ministère de l'Éducation et de l'Enseignement supérieur* in the context of the *Programme de soutien pour le remplacement ou la modification des systèmes de réfrigération fonctionnant aux gaz R-12 ou R-22: arénas et centres de curling*;

THAT Council confirms the City's commitment to pay its share of the eligible costs and to pay the continuous operation costs for the project entitled "Replacement of Samuel Moskovitch Arena's Refrigeration System".

CARRIED UNANIMOUSLY

170825

**RESOLUTION TO WAIVE THE READING OF BY-LAW No. 2217-DDD-P2 TO BE ENTITLED: "BY-LAW TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF CÔTE-SAINT-LUC IN ORDER TO REDUCE THE ACTUAL LIMITS OF ZONE RU-17 AND TO CREATE WITHIN THE FORMER LIMITS OF ZONE RU-17, THE NEW ZONE PM-40"**

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WHEREAS, the above captioned by-law was given to members of Council on August 11, 2017;

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

It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED:

“THAT the Council of the City of Côte-Saint-Luc waives the reading of By-Law No. 2217-DDD-P2 to be entitled: “By-law to amend the Zoning by-law No. 2217 of the City of Côte-Saint-Luc in order to reduce the actual limits of zone RU-17 and to create within the former limits of zone RU-17, the new zone PM-40”.”  
CARRIED UNANIMOUSLY

170826

**RESOLUTION TO ADOPT THE SECOND DRAFT ZONING BY-LAW NO. 2217-DDD-P2 TO BE ENTITLED: “BY-LAW TO AMEND THE ZONING BY-LAW NO. 2217 OF THE CITY OF CÔTE-SAINT-LUC IN ORDER TO REDUCE THE ACTUAL LIMITS OF ZONE RU-17 AND TO CREATE WITHIN THE FORMER LIMITS OF ZONE RU-17, THE NEW ZONE PM-40”**

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It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED:

“THAT in conformity with *An Act respecting Land Use and Development*, the Council of the City of Côte-Saint-Luc hereby adopts the second draft By-Law No. 2217-DDD-P2 to be entitled: “By-law to amend the Zoning by-law No. 2217 of the City of Côte-Saint-Luc in order to reduce the actual limits of zone RU-17 and to create within the former limits of zone RU-17, the new zone PM-40”.”  
CARRIED UNANIMOUSLY

170827

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION PROGRAMS (SPAIP) – 592 WESTLUKE – CITY OF CÔTE-SAINT-LUC**

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IT WAS

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the site planning and architectural integration programs received June 9, 2017 showing a rear extension as well as modifications to the front façade of a semi-detached, single-family dwelling on lot 1290460 at 592 Westluc and prepared by Mr. Sitrbu, engineer; for the Planning Advisory Committee meeting of June 29, 2017, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte-Saint-Luc.”  
CARRIED UNANIMOUSLY

170828

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION PROGRAMS (SPAIP) – 5602 REDWOOD – CITY OF CÔTE-SAINT-LUC**

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IT WAS

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR SIDNEY BENIZRI

AND RESOLVED:

“THAT the site planning and architectural integration programs received June 28, 2017 showing modifications to the front façade of a detached, single-family dwelling on lot 1561886 at 5602 Redwood for the Planning Advisory Committee meeting of June 29, 2017, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte-Saint-Luc.”

CARRIED UNANIMOUSLY

170829

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION  
PROGRAMS (SPAIP) – 5736 PARK PLACE – CITY OF CÔTE-SAINT-LUC**

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IT WAS

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT the site planning and architectural integration programs received June 29, 2017 showing modifications to a detached, single-family dwelling on lot 5213700 at 5736 Park Place and prepared by Missyl Design, designer; for the Planning Advisory Committee meeting of June 29, 2017, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte-Saint-Luc.”

CARRIED UNANIMOUSLY

170830

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION  
PROGRAMS (SPAIP) – 5800 CAVENDISH (ECONOFITNESS) – CITY OF CÔTE-  
SAINT-LUC**

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IT WAS

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT the site planning and architectural integration programs received May 11, 2017 showing the installation of channel-letters on the building wall facing Cavendish Boulevard on lot 4596048 at 5800 Cavendish and prepared by Enseigne Dominion, contractor; for the Planning Advisory Committee meeting of June 29, 2017, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte-Saint-Luc.”

CARRIED UNANIMOUSLY

170831

**URBAN PLANNING – MINOR EXEMPTION – 5501 ADALBERT – CÔTE-SAINT-  
LUC**

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IT WAS

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR DIDA BERKU



AND RESOLVED:

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 5501 Adalbert, Lot 1054227, be and is hereby approved, the whole as more amply delineated hereunder:

The request is to replace the existing, free-standing sign identifying the name and address of the multifamily dwelling by a new free-standing, double-sided sign to be installed facing Adalbert Rd. identifying: the name, the address of the multifamily dwelling and the owner of the building’s coordinates instead of only being permitted to identify the name and address of the building. The request is also to have a sign with a total area of 3,72m.ca. (40 sq.ft.) instead of having a maximum, permitted total area of 1,85m.ca. (20 sq.ft.). The whole notwithstanding the provisions of Zoning By-law no. 2217, article 9-1-3j.”  
CARRIED UNANIMOUSLY

170832

**URBAN PLANNING – MINOR EXEMPTION – 5550 TRENT – CÔTE-SAINT-LUC**

IT WAS

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 5550 Trent, Lot 1054010, be and is hereby approved, the whole as more amply delineated hereunder:

The request is to replace the existing, free-standing sign identifying the name and address of the multifamily dwelling by a new free-standing, double-sided sign to be installed facing Baily Rd. identifying: the name, the address of the multifamily dwelling and the owner of the building’s coordinates instead of only being permitted to identify the name and address of the building. The request is also to have a sign with a total area of 3,72m.ca. (40 sq.ft.) instead of having a maximum, permitted total area of 1,85m.ca. (20 sq.ft.). The whole notwithstanding the provisions of Zoning By-law no. 2217, article 9-1-3j.”  
CARRIED UNANIMOUSLY

170833

**URBAN PLANNING – MINOR EXEMPTION – 5755 SIR WALTER SCOTT – CÔTE-SAINT-LUC**

IT WAS

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 5755 Sir Walter Scott, Lot 1560766, be and is hereby approved, the whole as more amply delineated hereunder:

The request is to replace the existing, free-standing sign identifying the name and address of the multifamily dwelling by a new one-sided free-standing sign to be installed on a low brick wall to be located at the corner of Sir Walter Scott Ave and Kildare Rd. with a maximum total area of 1,85m.ca. (20 sq. ft.) identifying: the name, the address of the multifamily dwelling and the owner of the building's coordinates instead of only being permitted to identify the name and address of the building. The whole notwithstanding the provisions of Zoning By-law no. 2217, article 9-1-3j.”  
CARRIED UNANIMOUSLY

170834

**URBAN PLANNING – MINOR EXEMPTION – 5800 CAVENDISH  
(ECONOFITNESS) – CÔTE-SAINT-LUC**

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IT WAS

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 5800 Cavendish, Lot 4596048, be and is hereby approved, the whole as more amply delineated hereunder:

The request is to allow Econofitness to install on the metal siding part of the wall facing Cavendish Boulevard, one channel-letters sign having an area of 9,0 sq.m. (96.88 sq.ft.) instead of having a maximum, permitted total area of 1,85m.ca. (20 sq.ft.). The request is also to have a sign with a height of 1,33m (4’-4”) instead of having a maximum, permitted height of 76,2 cm (30 in.). The whole notwithstanding the provisions of the Zoning by-law No. 2217, articles 9-3-2 and 9-4.”  
CARRIED UNANIMOUSLY

170835

**URBAN PLANNING – MINOR EXEMPTION – 7461 KINGSLEY – CÔTE-SAINT-LUC**

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IT WAS

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 7461 Kingsley, Lot 1054009, be and is hereby approved, the whole as more amply delineated hereunder:

The request is to replace the existing, free-standing sign identifying the name and address of the multifamily dwelling by a new free-standing, double-sided sign to be installed facing Kingsley Rd. identifying the name, the address of the multifamily dwelling and the owner of the building coordinates instead of identifying only the name and address of the building. The request is also to have a sign with a total area of 3,72m.ca. (40 sq.ft.) instead of having a maximum permitted total

area of 1,85m.ca. (20 sq.ft.). The whole notwithstanding the provisions of Zoning By-law no. 2217, article 9-1-3j.”

CARRIED UNANIMOUSLY

170836

**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**

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WHEREAS according to section 4 of *An Act respecting the exercise of certain municipal powers in certain urban agglomerations* (CQLR, 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 September 2017 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 September 2017 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 September 2017 based on the information to be presented during those meetings.”

CARRIED UNANIMOUSLY

**OTHER BUSINESS**

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None.

**SECOND QUESTION PERIOD**

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The second question period started at 10:06 p.m. and finished at 10:34 p.m. Five (5) people asked to speak and they were heard.

1) Irving Itman

The resident requested that the City prints its Council Meeting agenda recto-verso to which Mayor Brownstein responded that this is usually the case but that this month, an anomaly occurred due to the vacation period.

2) Rhoda Albert

The resident complained that healthy trees are being cut down in the City Hall/Library parking lot for which Councillor Berku clarified that when performing the reconstruction work (if at all possible), healthy trees were transplanted and only sick trees were felled.

The resident then complained about the dirt still strewn all over the municipal snow dump to which Councillor Cohen responded that the City did indeed clean up and break the ice in its snow dump when and where warranted.

3) Oren Sebag

The resident inquired as to what will be *Innovision+*'s role for the 2017 Municipal General Elections and also wanted to know if the City has availed itself of their services prior to which Me Jonathan Shecter responded that *Innovision+* will, for instance, print out election cards and assist the City with the computerized system at the Advanced Poll. Me Jonathan Shecter then added that the City has indeed availed itself of *Innovision+*'s services in the past.

4) Leslie Perez

The resident sought an update regarding her five access to information requests to which Me Jonathan Shecter responded that one access to information request has already been answered and that the other four access to information requests will be answered within 30 days of receiving them. Me Jonathan Shecter then invited the resident to call him if she does not receive a response within the 30 days he mentioned.

The resident then inquired as to why, in some instances, she receives answers without having to send access to information requests and in other instances, access to information requests must be sent in order to receive answers to which Me Jonathan Shecter responded that it depends on the nature and complexity of the information requested by the resident as some information such as detailed statistics is not available instantaneously and some information may not be accessible.

5) Mitchell Kujavsky

The resident inquired as to when the Public Consultation for Kirwan Park will be held to which City Manager Abramovitch responded that Public Consultation should be held in early December.

6) Irving Itman

The resident inquired as to what the process is when residents give their documents for shredding to which Mayor Brownstein responded that there is a shredding machine that shreds the documents immediately.

The resident then inquired as to who and how often the credit card transactions are audited to which Councillor Erdelyi responded that the City has processes in place to review credit card statements and disbursements. Councillor Erdelyi then added that when a charge on the credit card does not seem right, the City acts on it and the Finance Department will investigate.

The resident went on record as disapproving Mayor Russell Copeman's letter regarding Côte-Saint-Luc Road and denounced Mayor Russell Copeman's "bureaucratic and narrow approach to this matter" to which Mayor Brownstein responded that Mayor Russell Copeman is doing the best he can to maintain the portion of Côte-Saint-Luc Road in his jurisdiction with the resources he has and if the resident is not satisfied with the amount allocated for the maintenance of the portion of Côte-Saint-Luc Road in his jurisdiction, he should discuss it with the Mayor of Montreal, Mayor Coderre, since Mayor Coderre is responsible of the allocation for the maintenance of the said portion of Côte-Saint-Luc Road.

The resident expressed his support regarding Councillor Levine's comments on the danger of driving after drinking or consuming drugs.

The resident then inquired as to whether the City sprays the apple and pear trees in the gardens with pesticides to which Councillor Levine responded that the City does not use pesticides.

The resident expressed his desire to have more debates between the elected officials during Public Council Meetings.

The resident complimented Mayor Brownstein's approach with CP by maintaining a good relationship with them.

170837

**APPROVAL OF THE ADJOURNMENT OF THE MEETING**

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It was

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

AND RESOLVED:

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

CARRIED UNANIMOUSLY

**AT 10:34 P.M. MAYOR BROWNSTEIN DECLARED THE MEETING  
ADJOURNED.**

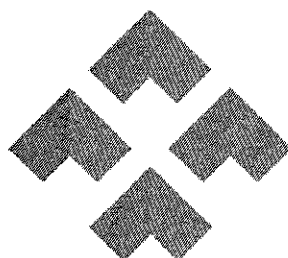
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MITCHELL BROWNSTEIN  
MAYOR

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FRÉDÉRIQUE BACAL  
ASSISTANT CITY CLERK

<b>LIST OF ANNEXES</b>		
<b>Resolution number</b>	<b>Corresponding Annex</b>	<b>Document</b>
170804	Annex I	<b>Agreement with Innovision+ for consulting services for the 2017 Municipal General Elections including Annexes A-F</b>



**innovision+**  
GARDIENS DE L'EFFICACITÉ DÉMOCRATIQUE

Convention

## Ville de Côte Saint-Luc

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

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

Présentée le 6 juillet 2017

## TABLE DES MATIERES

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



**CONVENTION INTERVENUE ENTRE:**

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

(ci-après appelée "la compagnie")

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

(ci-après appelée "le client")

**PRÉAMBULE**

**CONSIDÉRANT QUE:**

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

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

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

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

INITIALES	
la compagnie	le client
#	ac

**LES PARTIES CONVIENNENT :**

**OBJET DE LA CONVENTION**



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

**DURÉE DE LA CONVENTION**

2. La convention entre en vigueur à compter de **la date du contrat** et se terminera le **30 novembre 2017**.
3. Il sera possible au client de prolonger ladite convention pour une période de soixante (60) jours, aux mêmes termes et conditions, toute prolongation supplémentaire devra faire l'objet d'une entente entre les parties.

**LIMITES DE RESPONSABILITÉ**

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

INITIALES	
la compagnie	le client
	

## PROPRIÉTÉ ET PROTECTION DU LOGICIEL PERFAS – L'INTERFACE ÉLECTORALE

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

## DISPOSITIONS MONÉTAIRES

8. La convention est conclue pour la somme de 17 620,19 \$ (taxes provinciale et fédérale non incluses), répartie en plusieurs versements au fur et à mesure de l'avancement des travaux, le tout tel que décrit à l'échéancier joint aux présentes à l'annexe intitulé « Échéancier de facturation ».
9. Advenant la modification des informations transmises par le client (changement des endroits de votation, changement des districts électoraux, etc...) ou modification de listes ou travaux acceptés par le client, la compagnie sera en droit de charger des frais supplémentaires engendrés par ces modifications suivant le tarif prévu pour les services hors contrat.
10. Les sommes dues à la compagnie porteront intérêt au taux global annuel de 15 %, (1.25% par mois), ces intérêts étant composés mensuellement et payables après trente (30) jours de la date de facturation, sous réserve de ce qui suit. Ces intérêts couvriront et seront calculés à compter de la date d'exigibilité jusqu'à acquittement du paiement, le tout sans qu'il soit nécessaire d'une mise en demeure.

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

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

## PUBLICITÉ

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

## CONFIDENTIALITÉ

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

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

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

INITIALES	
la compagnie	le client
#	OC

## NON SOLLICITATION DU PERSONNEL

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

## CLAUSE D'ARBITRAGE

18. Au cas où un différend naîtrait entre les parties en relation avec les termes de la présente convention, de sa validité ou de sa légalité, il est convenu entre les parties que leur différend sera soumis à l'arbitrage, conformément aux articles 620 et suivants du Code de procédure civile du Québec ;

Les dispositions des articles 620 et suivants s'appliqueront sauf quant aux modifications suivantes :  
Article 631 (a1 2)

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

Article 624



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

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

L'arbitre devra rendre sa décision dans les trente (30) jours de sa nomination. Tout arbitrage est sujet aux dispositions des articles 620 et suivants du Code de procédure civile du Québec. La sentence de l'arbitre est finale et sans appel et les frais seront répartis à la discrétion de l'arbitre.

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

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

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

Quant à la compagnie :

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

Quant au client :

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

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

Les autres dispositions du livre 7<sup>ième</sup> du Code de procédure civile sont modifiées pour tenir compte de la présente convention d'arbitrage.

**DISPOSITIONS GÉNÉRALES**

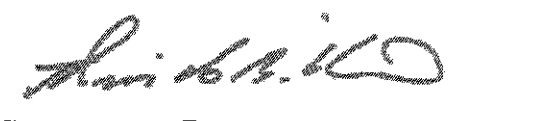
- 19. **Défaut** - Le défaut en tout temps de l'une ou l'autre des parties d'exiger que l'autre partie se conforme à l'une quelconque des dispositions des présentes n'affectera d'aucune façon son droit d'exiger en tout temps par la suite que l'autre partie se conforme à telle disposition.
- 20. **Invalidité**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

**ELECTION DE DOMICILE**

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

EN FOI DE QUOI, les parties ont signé à Montréal,



ce 15 jour du mois de août 2017.



**innovision+ inc.**  
Monsieur Alain Robillard  
Vice-Président



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

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**SERVICES HORS CONTRAT**

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



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

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

**ÉCHÉANCIER DE FACTURATION**

Mandat : 17 620,19 \$

À la signature	30% du contrat
Le 1 septembre 2017	40 % du contrat
Terme du mandat (vers le 24 novembre 2017)	Solde du contrat

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## Budget Impartition

Nombre d'électeurs : 22 727	Unitaire	Total Mandat
Nombre d'adresses : 15 708		
<b>IMPARTITION ET SERVICES</b>		<b>Total</b>
Gestion de projet		2 272,70 \$
Récupération des données DGÉQ (unité)		909,08 \$
Impression des avis aux non-recoupés (SMR-17, format pdf)		inclus
Vérification et validation adresses base de données		1 256,64 \$
Remise des données en format numérique pour DGEQ		909,08 \$
<b>DIVISION TERRITORIALE</b>		
Découpage <b>automatique</b> des sections de vote		471,24 \$
<b>TRAITEMENT AVANT LE DÉPÔT</b>		
Traitement électeurs non-appariés		inclus
Recherche des électeurs en double		inclus
Non-domiciliés via fichier excel complété par la Ville		300,00 \$
<b>PRODUCTION DES IMPRIMÉS</b>		
Liste électorale (fichier PDF ou CSV), selon le nombre d'électeurs	0,0050 \$	113,64 \$
Listes supplémentaires (fichier PDF ou CSV), selon le nombre d'électeurs	0,0050 \$	227,27 \$
Avis d'inscription <b>bilingue</b> (ou absence), par adresse, feuille 8,5x11	0,21 \$	3 298,68 \$
Avis d'inscription : Préparation, mise en page et tri postal	495,00 \$	495,00 \$
Carte de rappel <b>bilingue</b> - Imprimée au verso de l'avis d'inscription	0,18 \$	4 090,86 \$
Carte de rappel : Préparation, mise en page	495,00 \$	495,00 \$
<b>REVISION DE LA LISTE</b>		
Commission de révision informatisée, comprenant 1 <u>poste maître</u> et imprimante, installation, 1 cartouche laser incluse	1 250,00 \$	1 250,00 \$
Cartouche laser supplémentaire	150,00 \$	sur demande
Formation du personnel de la Ville (1)	275,00 \$	275,00 \$
Frais de déplacements estimé (2)	200,00 \$	400,00 \$
<b>AUTRES ACTIVITÉS / FRAIS</b>		
Utilisation d'un portail sécurisé et hébergement des données (pour un an)	275,00 \$	275,00 \$
Gestion du BVI - tarif de base	250,00 \$	250,00 \$
Gestion du BVI - par électeur concerné ( 1 324 dans 9 centres)	0,25 \$	331,00 \$
<b>TOTAL</b>		<b>17 620,19 \$</b>



## Notes :

1. Les imprimés seront facturés selon le nombre réel
2. En combinant l'envoi de l'avis de révision avec la carte de rappel imprimée à son verso, les économies en frais postaux sont évaluées à 18 181,60\$
3. Les frais de poste sont en sus et facturable via la convention postale entre la Ville de Côte Saint-Luc et Postes Canada

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## Calendrier des opérations



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

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

 <p><b>Ville de Sainte-Anne-de-Bellevue</b> 100, rue Sainte-Anne Sainte-Anne-de-Bellevue QC H9X 1M2</p>		<p><b>ÊTES-VOUS INSCRITS SUR LA LISTE ÉLECTORALE ? ARE YOU REGISTERED ON THE MUNICIPAL ELECTORAL LIST ?</b></p> <p><b>Élection partielle du 21 février 2016 By-election of February 21st, 2016</b></p> <p>En vue de l'élection partielle du 21 février 2016, la liste électorale qui a été déposée au bureau de la municipalité fera l'objet d'une révision.</p> <p>The electoral list drawn up for the February 21st, 2016 by-election was deposited at the office of the municipality and will now be revised.</p>	
<p>Espace réservé pour l'adresse postale</p>		<p><b>ÉLECTEUR(S) INSCRIT(S) À CETTE ADRESSE ELECTOR(S) REGISTERED FOR THIS ADDRESS</b></p> <p><i>Espace réservé pour l'inscription de noms des électeurs inscrits à cette adresse (à compléter volontairement par vous) / Ceux le mercredi / Autres électeurs inscrits habitent à cette adresse</i></p>	
<p><b>DISTRICT ÉLECTORAL ELECTORAL DISTRICT</b></p> <p>000000000000000000000000</p>	<p><b>SECTION DE VOTE POLLING SUBDIVISION</b></p> <p>00000</p>		
<p><b>SI VOUS CONSTATEZ DES ERREURS OU DES OMISSIONS</b> <b>IF YOU FIND ANY ERRORS OR OMISSIONS</b></p> <p>Présentez-vous devant la commission de révision pour faire une demande d'inscription, de correction ou de radiation à la liste électorale.</p> <p>You can appear in front of the Board of Revisors and make an application for entries, corrections or strike-offs to the electoral list.</p>		<p><b>POUR VOTER</b> <b>TO VOTE</b></p> <p>Vous devez présenter l'une des pièces d'identité suivantes : Carte d'assurance maladie du Québec, permis de conduire du Québec, passeport canadien, certificat de statut d'indien ou carte d'identité des forces canadiennes.</p> <p>It is mandatory to produce one of the following identification documents: Québec health insurance card, Québec driver's licence, Canadian passport, indian status identity card or Canadian forces identity card</p>	
<p><b>POUR VOUS INSCRIRE</b> <b>TO REGISTER</b></p> <p>Vous devez présenter deux pièces d'identité. La première doit indiquer votre nom et votre date de naissance et la seconde votre nom et votre adresse.</p> <p>You must present two identification documents. The first has to show your name and date of birth and the second your name and your address.</p>		<p><b>NOTE PAR ANTICIPATION / ADVANCE POLL</b></p> <p><b>Le dimanche 14 février 2016 de 12 h à 20 h Sunday, February 14th, 2016 from 12 pm to 8 pm</b></p> <p><b>Centre Harpell</b> 60, rue Saint-Pierre Sainte-Anne-de-Bellevue QC H9X 1Y6</p>	
<p><b>COMMISSION DE RÉVISION / BOARD OF REVISORS</b></p> <p><b>Le lundi 8 février 2016 19 h à 22 h</b></p> <p><b>Monday, February 8th, 2016th 7 pm to 10 pm</b></p> <p><b>Le mardi 9 février 2016 10 h à 13 h</b></p> <p><b>Tuesday, February 9, 2016 10 am to 1 pm</b></p> <p><b>Hôtel de ville City Hall</b> 100 rue Sainte-Anne Sainte-Anne-de-Bellevue QC H9X 1M2</p>		<p><b>VOTE LE JOUR DU SCRUTIN / POLLING DAY</b></p> <p><b>Le dimanche 21 février 2016 de 10 h à 20 h Sunday, February 21st, 2016 from 10 am to 8 pm</b></p> <p><b>Centre Harpell</b> 60, rue Saint-Pierre Sainte-Anne-de-Bellevue QC H9X 1Y6</p>	
<p>Pour plus de renseignements, communiquez avec le bureau de la présidente d'élection : 514-457-6807 For additional information, please contact the office of the Returning Officer at:</p>		<p><b>Me Catherine Adam</b> Présidente d'élection Returning Officer</p>	
<p><i>(Metz la ou les cartes de vote de votre bureau / See your polling station on reverse)</i></p>			

INITIALES	
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Carte de rappel exemple

<b>AVIS IMPORTANT - CARTE DE RAPPEL DU VOTE - APORTEZ CETTE CARTE AVEC VOUS LE JOUR DU VOTE</b> <b>IMPORTANT NOTICE - REMINDER CARD - ON POLLING DAY, BRING THIS REMINDER WITH YOU</b>			
<b>Election partielle du dimanche 21 février 2016 de 10 h à 20 h / By-election of February 21st, 2016 from 10 am to 8 pm</b>			
Espace réservé pour le code à barre	<b>VOTE LE JOUR DU SCRUTIN</b> POLLING DAY	<b>Centre Harpell</b> 60, rue Saint-François, Sainte-Anne-de-Bellefleur QC H9X 1Y6	
Espace réservé pour le nom de l'électeur et son adresse postale	<b>DISTRICT ÉLECTORAL</b> ELECTORAL DISTRICT	(XXXXXXXXXXXXXXXXXXXXXXXXXXXX)	
	<b>SECTION DE VOTE</b> POLLING SUBDIVISION	(XXXX)	<b>NUMÉRO D'ÉLECTEUR</b> ELECTOR NUMBER
<b>POSTE DE CONSEILLER / OFFICE OF CONCILIATOR</b> DISTRICT #3		- <b>Lise-Anne Briand</b>  - <b>Francis Juneau</b>	

INITIALES	
la compagnie	le client
	

ANNEXE F

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

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

INITIALES	
la compagnie	le client
