

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL HELD ON
MONDAY, SEPTEMBER 18, 2017, AT 5801 CAVENDISH BOULEVARD,
CÔTE SAINT-LUC, AT 6:00 P.M.**

PRESENT:

Mayor Mitchell Brownstein, B. Comm., B.C.L., L.L.B. presiding
Councillor Mike Cohen, B.A.
Councillor Steven Erdelyi, B.Sc., B.Ed.
Councillor Sam Goldbloom, B.A.
Councillor Ruth Kovac, B.A.

ALSO PRESENT:

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

QUESTION PERIOD

The question period started at 6:09 p.m. and finished at 6:18 p.m. One (1) person asked to speak and they were heard.

1) Mark Merson

The resident requested additional information on the short term lease of the vacant land on Marc Chagall (item 2 of the Agenda).

The resident requested to see a plan of the Lessee's parking lot on the vacant lot adjacent to the Lessee's construction site on Marc Chagall to which Mayor Brownstein responded that the parking lot will be fenced with temporary fencing and the fence at the entrance to the parking lot will be chained and locked every night.

The resident then inquired as to the location of the entrance to the Lessee's parking lot to which Urban Development Director, Charles Senekal, responded that the entrance to the parking lot will be in the curve near the crosswalk. He then showed the resident the location of the entrance to the parking lot on a plan.

The resident then inquired if the parking lot on the vacant land will be used by the Lessee to which Councillor Mike Cohen responded that the Lessee's employees working on the construction site on Marc Chagall must park in the parking lot and the City will enforce this demand.

The resident then inquired if the City will remove the No Parking signs on Lismer Avenue near the Lessee's construction site on Marc Chagall to which Councillor Mike Cohen responded that initially, the No Parking signs were placed to prohibit the Lessee's employees to park on Lismer Avenue. He then stated that since the Lessee's construction people will be forced to park in the parking lot on the vacant land, the No Parking signs on Lismer Avenue can now be removed. Councillor Mike Cohen also specified that the City will re-evaluate this matter in due course.

170936

**PURCHASING – APPROVAL OF A SHORT TERM LEASE OF A VACANT LAND
ON MARC CHAGALL (K-49-17)**

WHEREAS the City of Côte Saint-Luc (“City”) wishes to lease a vacant lot to Équinoxe Marc Chagall (“Lessee”) based on the terms of the Lease Agreement (“Lease”) attached hereto;

It was

MOVED BY COUNCILLOR MIKE COHEN
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

“THAT the Côte Saint-Luc City Council hereby approves and adopts the Lease between the City and the Lessee, commencing on September 19, 2017 and expiring on September 30, 2018, with two (2) additional options of twelve (12) months each, for the period October 1, 2018 to September 30, 2019 and then for the period October 1, 2019 to September 30, 2020, in exchange for the City receiving rent of \$1,200.00 per month, plus applicable taxes and a damage deposit of \$30,000.00.

THAT the Lease is attached to form an integral part thereof;

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

CARRIED UNANIMOUSLY

APPROVAL OF THE ADJOURNMENT OF THE MEETING

It was

MOVED BY COUNCILLOR MIKE COHEN
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

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

CARRIED UNANIMOUSLY

**AT 6:20 P.M. MAYOR BROWNSTEIN DECLARED THE MEETING
ADJOURNED.**

MITCHELL BROWNSTEIN
MAYOR

FRÉDÉRIQUE BACAL
ASSISTANT CITY CLERK

LIST OF ANNEXES		
Resolution number	Corresponding Annex	Document
170936	Annex A	Short Term Commercial Lease of Vacant Land

**SHORT TERM COMMERCIAL LEASE OF VACANT LAND
DATED SEPTEMBER 19, 2017 ("Lease")**

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

AND: **10025852 CANADA INC. (ÉQUINOXE MARC CHAGALL)**, a corporation duly constituted according to law, herein acting and represented by Alex Bouhadana its president, duly authorized as he so declares, hereinafter referred to as the "**LESSEE**",

Lessee GST # 737118729 RT00001
Lessee QST # 12 2472 1095 TQ0001

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 land located on Marc Chagall Avenue, lot 1 560 759, measuring approximately 4841 square metres, within which the projected area to be fenced is 3579 square metres, 74% of the lot (the "**Property**"), the whole as shown on a sketch of the vacant land which has been marked as Annex A.

SECTION 2: TERM

2.1 **Term**

The term of this lease shall commence effective September 19, 2017 and shall expire on September 30, 2018, ("**Term**"). Lessee shall have two (2) options, each for an additional period of twelve (12) months for the period October 1, 2018 to September 30, 2019 and then for the period October 1, 2019 to September 30, 2020. Each option must be exercised with a written notice of thirty (30) days.

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, as same may be renewed 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.

2.3 The Lessee shall have the right to cancel the present Lease upon written notice of thirty (30) days. The Lessor would have to give one (1) year's written notice.

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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 may (should it so choose) place gravel, crushed stone, earth or sand on the Property in order that Marc Chagall road will remain clean at all times.

3.1.3 The use of the Property by the Lessee is solely for the purpose of providing parking space to its construction people taking part in the construction of the

Lessee's project on Marc Chagall or for any other vehicles to be parked there. Lessee shall have the option to install signs promoting its project ("Use").

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 thirty thousand dollars (\$30,000.00) ("**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 its original state.

3.1.10 Lessee shall fence in the leased premises with temporary fencing and shall chain and lock the fence at the entrance every night.

3.1.11 Snow clearing will be the Lessee's responsibility and will not be done by the City.

3.1.12 Periodic cleaning of the site will be the responsibility of the Lessee. If the City requires the Property to be cleaned, it will be by way of written notification. The Lessee will then have ten (10) days to have the site cleaned.

3.1.13 The Lessee shall install a temporary asphalt ramp in order to assure proper access by vehicles on the Property.

3.1.14 The Lessee shall at his expense protect all of the trees as seen in the photos in Annex B located on the Property with protective fencing.

3.1.15 Any vehicles or materials illegally dumped on the **Property** by third parties to whom Lessee has allowed access will be removed at the Lessee's cost.

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**

The Lessee shall be prohibited from carrying out the Use and all related construction, re-construction, alteration or repairing of any building or structure, outside the days and hours that it is permitted as per the special permit and annex thereto previously granted to the Lessee, the nature of which is already known to both parties.

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.

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 B.

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

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 Insurance:

Property and Liability Insurance: Throughout the Term, the Lessee shall, at the Lessee's expense, subscribe and maintain an insurance policy for damage to property and all-risks civil responsibility, the coverage limits of which will be for an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. The Lessor shall be named as an additional insured on such policy with a \$0 deductible payable by the Lessor.

Certificate of Insurance: Within seven (7) days of signing this Lease, and thereafter in each year of the Term and whenever there is a change in such policy held by the Lessee in conformity with this Lease, and without demand by the Lessor, the Lessee shall remit to the Lessor a certificate of the requested insurance policy.

4.4 Default

Default by the Lessee hereunder shall permit the Lessor to exercise any remedy at law.

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 provide the Lessor with twelve (12) post-dated cheques for the Rent. The Lessee will provide additional post-dated cheques for any extension to the lease required after the first twelve (12) months.

5.2 Base Rent

The Base Rent during the Term is \$ 1,200.00/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

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, sixty (60) days 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 will be ratified by resolution at the City Council's next Public Meeting.

8.2 **Notices and Consents**

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.

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: Andrea Charon, 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:

10025852 CANADA INC. (Équinoxe Marc Chagall)
7075, Place Robert-Joncas
Suite 143
Montreal, Quebec H4M 2Z2
Attention: Mr. Alex Bouhadana

e-mail: alex.bouhadana@trantor-realty.com

With a copy to:

DEGRANDPRÉ CHAIT
1000, de la Gauchetière St. West
Suite 2900
Montreal, Quebec H3B 4W5
Attention: Me Ronald Stein

e-mail: rstein@dgclex.com
Fax: (514) 878-5754

8.3 Election of Domicile

Unless and until the Lessee 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: Plan of leased premises;
Annex B: Photos of Property prior to Lease.

8.8 Entire Agreement and Signature

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.

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

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 whole). 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 Agreement 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.

[SIGNATURE PAGE ON NEXT PAGE]

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
Andrea Charon, General Counsel

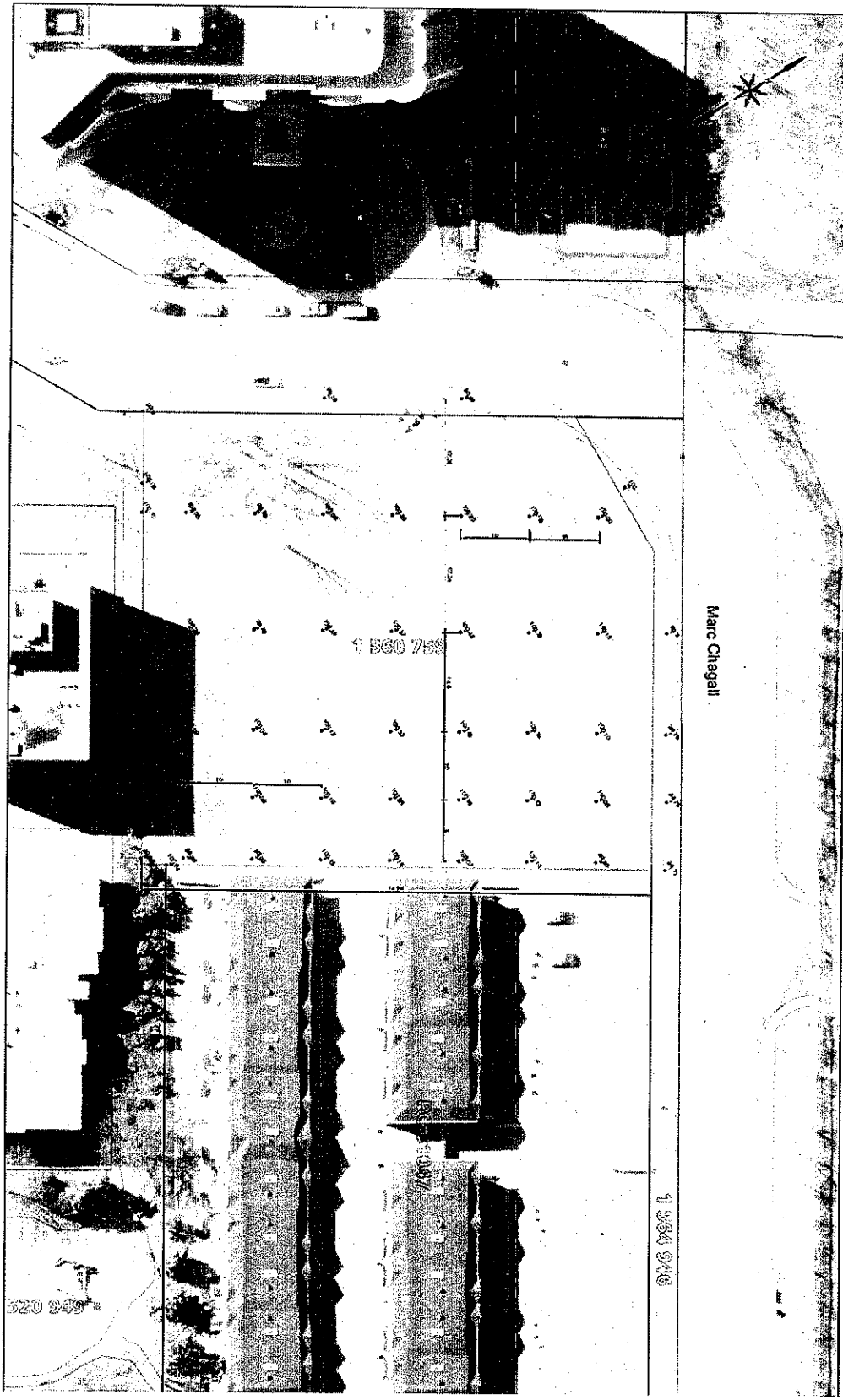
The LESSEE:

10025852 CANADA INC. (ÉQUINOXE MARC CHAGALL)

PER: Alex Bouhadana
Alex Bouhadana (duly authorized)

ANNEX A – Plan of leased premises

Relève des niveaux du 22 juin 2017
Échelle/Scale 1:500
Ref. Orthophoto 2013



Parc Marc Chagall Park

ANNEX B – Photos of Property prior to the Lease



