

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL HELD ON  
MONDAY, DECEMBER 10, 2018, 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 Ruth Kovac, B.A.  
Councillor Mitch Kujavsky  
Councillor Oren Sebag, B.Sc. RN MBA  
Councillor David Tordjman, ing.

ALSO PRESENT:

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

**QUESTION PERIOD**

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The question period started at 8:00 p.m. and finished at 8:20 p.m. Two (2) people asked to speak and they were heard.

1) Ella Kovac

The resident requested that Councillor Kovac update her on the progress of the idea of heated sidewalks to which Councillor Kovac responded that she will start looking in to the matter in the new year.

2) Me. Ian Copnick

The resident stated that the City of Montreal is lacking goodwill to proceed with the Cavendish Extension. He then stated that this translates in to young families being less attracted to move to the City of Côte Saint-Luc. He also expressed concern that there was no egress and access in the event of an emergency (given that Côte Saint-Luc is landlocked). The resident then inquired as to what concrete steps were being taken related to the safety and security in the City.

Mayor Brownstein explained to the resident that the City is meeting on the 19<sup>th</sup> of December with CP and the City of Montreal related to the Cavendish Extension and then meeting again in January with the City of Montreal on the same matter. However, Mayor Brownstein explained, the real new challenge will be for motorists crossing Decarie. He then reassured the resident that both Councillor Berku and Councillor Sebag are making representations related to the crossing of Décarie at the upcoming consultation of January 16, 2019. Mayor Brownstein then further reassured the resident that when there is a genuine emergency, CP does give the City access to four (4) additional Evacuation Routes.

Councillor Sebag then mentioned that the Emergency Measures Plan will be discussed with the public within the coming weeks so that they are both conversant and reassured.

Councillor Berku then added that developers working in the Décarie corridor area have to find ways within their plans for a proposed development to move people along the Decarie corridor and then invited the resident to assist with the preparation of the City's presentation on January 16<sup>th</sup> at 7:00 p.m.

181201

**CONFIRMATION OF THE MINUTES OF THE REGULAR MEETING OF  
COUNCIL DATED NOVEMBER 12, 2018 AT 8:00 P.M.**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MITCH KUJAVSKY

AND RESOLVED:

“THAT the Minutes of the Regular Meeting of Council dated November 12, 2018 at 8:00 p.m. be and are hereby approved as submitted.”  
CARRIED UNANIMOUSLY

181202

**MONTHLY DEPARTMENTAL REPORTS FOR NOVEMBER 2018**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MITCH KUJAVSKY

AND RESOLVED:

“THAT the monthly departmental reports submitted for November, 2018 be and are hereby approved as submitted.”  
CARRIED UNANIMOUSLY

181203

**LIBRARY – PURCHASE AND INSTALLATION OF A GLASS PARTITION TO  
CREATE A STUDY ROOM (K-58-18)**

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WHEREAS the City of Côte Saint-Luc (“City”) wishes to provide meeting and group study rooms in response to an increasing demand for collaborative spaces in the Eleanor London Côte Saint-Luc Public Library;

WHEREAS the City asked for quotes and received one quote, from LDMA Inc., in the amount of \$8,064.76, plus taxes;

WHEREAS on April 16, 2007 the Côte Saint-Luc City Council (“City Council”) enacted By-law 2256 creating a working fund which will be the source of financing for this purchase;

It was

MOVED BY COUNCILLOR DAVID TORDJMAN

SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT the Côte Saint-Luc City Council (“Council”) hereby approves and awards a contract for the purchase and installation of a glass partition for the Eleanor London Côte Saint-Luc Public Library to LDMA Inc. and authorizes payment of \$8,064.76, plus applicable taxes for the aforementioned purchase and installation;

THAT Treasurer’s certificate number TC 18-0186 dated November 21, 2018 has been issued by the Treasurer attesting to the availability of funds to cover the above-described expenses;

THAT Council approves the borrowing pursuant to a noninterest-bearing loan from its working fund for this expenditure;

THAT the City shall provide every year out of its general fund a sum sufficient to repay the loan back into the working fund;

THAT the terms of repayment shall not exceed five (5) years.”  
CARRIED UNANIMOUSLY

181204

**RESOLUTION TO APPROVE THE DISBURSEMENTS FOR THE PERIOD  
OF NOVEMBER 1, 2018 TO NOVEMBER 30, 2018**

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It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR MITCH KUJAVSKY

AND RESOLVED

“THAT the Côte Saint-Luc City Council approves the attached list of disbursements for the period of November 1, 2018 to November 30, 2018 for a total amount of \$3,320,389.31 in Canadian Funds;

THAT Treasurer’s certificate No.18-0198 dated December 3, 2018 has been issued by the City Treasurer attesting to the availability of funds to cover the above-described expenses.”  
CARRIED UNANIMOUSLY

181205

**HUMAN RESOURCES – PUBLIC WORKS DEPARTMENT – APPOINTMENT OF  
DRIVER OF MOTORIZED VEHICLES “C” – BLUE COLLAR, PERMANENT  
POSITION**

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It was

MOVED BY COUNCILLOR SIDNEY BENIZRI  
SECONDED BY COUNCILLOR DAVID TORDJMAN

AND RESOLVED

“THAT the Côte Saint-Luc City Council appoints Enrico Falcone as a Driver of Motorized Vehicles “C” (blue collar, permanent position) effective November 5, 2018;

THAT Treasurer's certificate number 18-0197 dated December 3, 2018 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

181206

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

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It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR MITCH KUJAVSKY

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the appointment of Chelsea Desjardins as an Accounting Agent, on a temporary basis (white collar, auxiliary position), effective October 29, 2018;

THAT Treasurer's certificate number 18-0195, dated November 30, 2018 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

181207

**HUMAN RESOURCES – FINANCE – HIRING OF TEMPORARY OFFICE AGENT – WHITE COLLAR, AUXILIARY POSITION**

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It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR MITCH KUJAVSKY

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the appointment of Adams Azeroual as a temporary Office Agent (white collar, auxiliary position), effective October 29, 2018;

THAT Treasurer's certificate number 18-0188, dated November 29, 2018 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

181208

**HUMAN RESOURCES – URBAN DEVELOPMENT – EXTENSION OF MANDATE FOR THE JUNIOR PROJECT COORDINATOR – CONTRACT, MANAGEMENT POSITION**

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It was

MOVED BY COUNCILLOR MITCH KUJAVSKY  
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED

“THAT the Côte Saint-Luc City Council hereby approves the mandate extension for Dalia Mohamed, the Junior Project Coordinator, for a fixed term contract effective from September 29, 2018 to December 21, 2018;

THAT Treasurer’s certificate number 18-0189, dated November 29, 2018 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

181209

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

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED

“THAT the Côte Saint-Luc City Council approves the hiring of the White Collar auxiliary employee whose name is listed on the document entitled “Auxiliary Employees – White Collars - Hiring”, dated November 27, 2018 and that said employee’s term of employment will be as per the conditions of the collective agreement;

THAT Treasurer’s certificate number 18-0193, dated November 29, 2018 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

181210

**HUMAN RESOURCES — LEGAL SERVICES AND CITY CLERK –  
HIRING OF DOCUMENTATION AND ARCHIVE TECHNICIAN – WHITE  
COLLAR, AUXILIARY POSITION**

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It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

“THAT the Côte Saint-Luc City Council approves the hiring of Ariel Paradis as a Documentation and Archive Technician, on a temporary basis (white collar, auxiliary position), effective from November 12, 2018;

THAT Treasurer’s certificate number 18-0190, dated November 29, 2018 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

181211

**HUMAN RESOURCES – PUBLIC WORKS – HIRING OF A MECHANIC –  
PERMANENT, BLUE COLLAR POSITION**

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It was

MOVED BY COUNCILLOR SIDNEY BENIZRI  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of Jean Laneuville as a mechanic (permanent, blue collar position) effective November 19, 2018;

THAT Treasurer's certificate number 18-0194, dated November 29, 2018 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

181212

**HUMAN RESOURCES – PARKS AND RECREATION – HIRING OF AN  
ON-CALL RECEPTION, ADMISSION AND SHOP ATTENDANT – WHITE  
COLLAR, AUXILIARY POSITION**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of Loredana Pizzuco as an on-call, Reception, Admission and Shop Attendant (white collar, auxiliary position), effective November 8, 2018;

THAT Treasurer's certificate number 18-0191, dated November 29, 2018 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

181213

**HUMAN RESOURCES – GENERAL ADMINISTRATION – HIRING OF A PUBLIC  
ENGAGEMENT COORDINATOR – CONTRACT, MANAGEMENT POSITION**

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WHEREAS the City of Côte Saint-Luc ("City") submitted on April 24, 2018 an application entitled "The SHARED Initiative: Senior Health and Real-time Environmental Data" (the "Application") to the Smart Cities Challenge, a pan-Canadian competition by Infrastructure Canada open to all municipalities, local or regional governments, and Indigenous communities that encourages communities to adopt a smart cities approach to improve the lives of their residents through innovation, data and connected technology;

WHEREAS the City is among the finalists that a jury recommended to the Minister of Infrastructure and Communities for this Smart Cities Challenge, and the City must develop, based on its Application, its final proposal made of a series of concrete plans that will enable implementation and post-implementation (the

“Proposal”) in accordance with the process, timeline, requirements and evaluation criteria set forth in the Smart Cities Finalist Guide (the “Guide”), and submit it no later than March 5, 2019;

WHEREAS the City requires a Public Engagement Coordinator who is responsible for the integration of all the elements required for the Final Proposal of the Smart Cities Challenge as set out in the Guide and who must ensure that all elements of the Proposal will be finalized by March 5, 2019;

WHEREAS the City of Côte Saint-Luc City Council (“City Council”) would like to award a supernumerary management contract in relation to the Infrastructure Canada Smart Cities Challenge to Erica Botner;

WHEREAS the City as a finalist has been awarded a budget of \$250,000.00 (“Smart City Budget”) which is specifically designated to cover all the expenses and salaries incurred in order to prepare the Proposal for the Smart City Challenge.

It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR MITCH KUJAVSKY

AND RESOLVED:

“THAT the Côte Saint-Luc City Council approves the hiring of Erica Botner as a Public Engagement Coordinator for the Smart Cities Challenge, into a contract, management position. The fixed term contract is effective from October 19, 2018 to March 8, 2019, her salary will be paid for with the awarded amount from the Smart City Budget;

THAT Treasurer’s certificate number 18-0196, dated November 30, 2018 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

181214

**HUMAN RESOURCES DEPARTMENT – STATUS AND TITLE CHANGE OF THE  
PAYROLL AND BENEFITS SUPERVISOR – MANAGEMENT POSITION**

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It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED:

“THAT the Côte Saint-Luc City Council approves the status and title change of Mariam Nouneh El-Giries, from Payroll and Benefits Supervisor (fixed-term contract, management position) to Payroll Manager (permanent, management position), effective October 1, 2018;

THAT Treasurer’s certificate number 18-0192, dated November 29, 2018 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

181215

**APPOINTMENT OF COUNCILLOR MITCH KUJAVSKY AS ACTING MAYOR OF THE CITY OF CÔTE SAINT-LUC – JANUARY 1, 2019 UP TO AND UNTIL MARCH 31, 2019**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED:

“THAT Councillor Mitch Kujavsky is and shall be named Acting Mayor of the City of Côte Saint-Luc, effective January 1, 2019 up to and until March 31, 2019 inclusively, and further that the aforementioned Councillor Kujavsky shall have and may exercise the powers of the Mayor when the said Mayor is absent or unable to perform the duties of his office.”

CARRIED UNANIMOUSLY

181216

**RESOLUTION TO RECEIVE THE STATEMENTS OF PECUNIARY INTERESTS OF THE MEMBERS OF COUNCIL**

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The following members of councils deposited their statements of pecuniary interests at tonight’s council meeting; Mitchell Brownstein, Sidney Benizri, Dida Berku, Mike Cohen, Steven Erdelyi, Ruth Kovac, Mitch Kujavsky, Oren Sebag and David Tordjman;

WHEREAS, in accordance with the stipulations of an *Act respecting Elections and Referendums in Municipalities*, each Member of a Municipal Council must make a written financial declaration of his/her interests, within sixty (60) days of his/her election or the anniversary thereof;

It was

MOVED BY COUNCILLOR OREN SEBAG  
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT the Council of the City of Côte Saint-Luc officially declare that such statements of pecuniary interests have been received from Mayor Brownstein, Councillors Sidney Benizri, Dida Berku, Mike Cohen, Steven Erdelyi, Ruth Kovac, Mitch Kujavsky, Oren Sebag and David Tordjman and instructs the City Clerk to deposit same in the Archives of the City as well as to send the official list of those who filed their declaration to the Minister of Municipal Affairs and Habitation.”

CARRIED UNANIMOUSLY

181217

**RESOLUTION TO ADOPT ZONING BY-LAW NO. 2217-57-1 TO BE ENTITLED: “BY-LAW 2217-57-1 TO CORRECT BY-LAW 2217-57 OF THE CITY OF CÔTE SAINT-LUC**

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WHEREAS the second draft by-law n° 2217-57 was adopted by the Côte Saint-Luc City Council (“Council”) on October 29, 2018;



WHEREAS after public notice was given, valid applications have been received for the by-law to be submitted for the approval of the qualified voters in some zones;

WHEREAS in conformity with the *Act respecting Land Use and Development*, Council adopted by-law n° 2217-57 containing the provisions of the second draft by-law in respect of which no valid application has been received on October 29, 2018;

WHEREAS by-law n° 2217-57 erroneously omitted to exclude zone RU-53 for which a valid application had also been received;

WHEREAS this irregularity must be corrected.

It was

MOVED BY COUNCILLOR OREN SEBAG  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT the Council of the City of Côte Saint-Luc hereby adopts By-Law No. 2217-57-1 to be entitled: “By-law 2217-57-1 to correct by-law No. 2217-57 of the City of Côte Saint-Luc”.”

CARRIED UNANIMOUSLY

181218

**TABLING OF REGISTER PURSUANT TO BY-LAW 2496 ENTITLED: “BY-LAW 2496 RE-ADOPTING BY-LAWS 2424 AND 2424-1 ADOPTING A CODE OF ETHICS AND GOOD CONDUCT FOR THE ELECTED MUNICIPAL OFFICERS OF THE CITY OF CÔTE SAINT-LUC**

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The City Clerk tabled a Register entitled: “Public Register – Disclosure Statements - By-law 2496 re-adopting by-laws 2424 and 2424-1 adopting a code of ethics and good conduct for the elected municipal officers of the City of Côte Saint-Luc”.

181219

**APPROVAL OF SETTLEMENT WITH CARMICHAEL INC.**

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WHEREAS Carmichael has sent the City of Côte Saint-Luc (the “City”) invoices in the amount of \$19,090.50;

WHEREAS the City wishes to now pay out the invoices in question;

WHEREAS the City held back the payment of these invoices due to ongoing litigation with its chemical maintenance contractor;

WHEREAS is both Carmichael Limited and the City of Côte Saint-Luc wish to work together in good faith;

It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT that the Côte Saint-Luc City Council (“Council”) hereby authorizes the release of the \$19,090.50 in monies owed to Carmichael pursuant to invoice numbers MT-1578557, MT-1580015 and MT-1585063 for services rendered and approved.”

CARRIED UNANIMOUSLY

181220

**SUPPORT FOR THE FEDERATION OF CANADIAN MUNICIPALITIES ON PLASTICS**

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WHEREAS, Canada has the opportunity to become a waste reduction leader and has led the development of a new global treaty to combat plastic pollution, the Global Plastics Charter, discussed at the G7 meeting hosted by Canada in Charlevoix June 8-9<sup>th</sup> 2018;

WHEREAS, The G7 Countries have agreed to a Global plastics Charter that commits Canada to developing more resource-efficient and sustainable approaches to the management of plastics, that involves industry, academia, government and citizens;

It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

“THAT similar to the Federation of Canadian Municipalities (FCM) the Côte Saint-Luc City Council calls on the Government of Canada to develop a national strategy that seeks to eliminate plastic pollution, with regulations and policies aimed at:

1. Eliminating the use of problematic products and packaging that pollute our environment such as the industrial use of micro-plastics including, but not limited to, microbeads, needles, fibrous microplastics and fragments;
2. Reducing consumer and industrial use of single-use plastics, including, but not limited to, plastic bags, bottles, straws, tableware, polystyrene (foam), plastic tea bags, cigarette filters, and beverage containers;
3. Designing Implementing standards to ensure that products and packaging that are reusable, recyclable, or compostable (meeting minimum standards);
4. Incenting the reduction of waste, reusability of products and packaging, and ensuring all products and packaging can practically be reduced recycled;
5. Establishing consistent national definitions (e.g. circular economy, resource recovery and recycling), performance standards, and measurement protocols for achieving targets;
6. Developing a national single-use plastics reduction and recycling performance standard;
7. Establishing a national single-use plastics recycled content performance standard;
8. Supporting commodity markets that incent the use of secondary materials over virgin materials; and
9. Making the producers of products and packaging directly responsible for reducing

resource consumption.

10. Identifying plastics and plastic additives that are toxic or cannot feasibly be collected and recycled and ban or regulate their import, use, and sale;

11. Setting national plastic reduction and recovery targets that are measurable and encourage a transition to a circular economy; and

12. Creating incentives for waste management systems and infrastructure that increase the recovery, reuse, recycling and composting of products and packaging.”

**CARRIED UNANIMOUSLY**

181221

**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 August 13, 2018 Regular Council Meeting is hereby filed:

Minute #180816 entitled: “AMENDMENT TO BY-LAW 2511 ENTITLED: “BY-LAW 2511 DECREERING VARIOUS FACILITY UPGRADES FOR KIRWAN & TRUDEAU PARKS AND THE APPLICATION OF THE SUM OF \$142,945 TAKEN FROM AVAILABLE BALANCES ON BY-LAWS 2289, 2305, 2306, 2325, 2335, 2359, 2360, 2361, 2428, 2429, 2430, 2431, 2449, 2460 AND 2461 IN VIEW OF FINANCING AN EXPENSE OF \$142,945”

(i) Article 3 of the resolution amending article 2 of by-law 2511 contains the amount (French version only):  
“**\$314,556**”

It shall be replaced by (French version only):  
“**\$142,945**”

This correction relates to the available balances to be used.

(ii) The removal of one paragraph of the preamble of the by-law was not properly textually quoted in the French version. It was replaced with the phrase to be removed cited textually verbatim.

181222

**NOTICE OF MOTION – BY-LAW 2321-3 TO BE ENTITLED: “BY-LAW 2321-3 AMENDING BY-LAW 2321 ENTITLED: “BY-LAW RESPECTING SPEED IN THE STREETS” IN ORDER TO MODIFY THE SPEED LIMIT ON MACDONALD AVENUE FROM 40 KM/H TO 30 KM/H”**

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Councillor Oren Sebag gave Notice of Motion that By-Law 2321-3 to be entitled: "By-law 2321-3 amending by-law 2321 entitled: "By-law respecting speed in the streets" in order to modify the speed limit on MacDonald Avenue from 40 km/h to 30 km/h" will be presented at a later meeting for adoption.

Mayor Brownstein mentioned the object and the scope of By-Law 2321-3 to be entitled: "By-law 2321-3 amending by-law 2321 entitled: "By-law respecting speed in the streets" in order to modify the speed limit on MacDonald Avenue from 40 km/h to 30 km/h".

181223

**TABLING OF DRAFT BY-LAW 2321-3 ENTITLED: "BY-LAW 2321-3 AMENDING BY-LAW 2321 ENTITLED: "BY-LAW RESPECTING SPEED IN THE STREETS" IN ORDER TO MODIFY THE SPEED LIMIT ON MACDONALD AVENUE FROM 40 KM/H TO 30 KM/H"**

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Councillor Oren Sebag tabled draft By-Law 2321-3 entitled: "By-law 2321-3 amending by-law 2321 entitled: "By-law respecting speed in the streets" in order to modify the speed limit on MacDonald Avenue from 40 km/h to 30 km/h".

181224

**RECREATION – EXERCISING THE SECOND AND THIRD OPTION YEARS (2019, 2020) OF THE CONTRACT FOR THE SUPPLY OF CHEMICAL PRODUCTS FOR THE CITY’S POOLS (C-33-16-20)**

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WHEREAS the City of Côte Saint-Luc ("City") issued public call for tenders under its file no. C-33-16-20 for the supply of chemical products necessary for maintaining the clarity of the water in its indoor pools, contemplating a base term of one (1) year from January 1, 2017 to December 31, 2017, with three (3) option years in favour of the City;

WHEREAS by Resolution number 161122 adopted on November 14, 2016 by the Côte Saint-Luc City Council ("Council"), the tendered contract C-33-16-20 was awarded to Aldest Inc., the lowest conforming bidder;

WHEREAS by Resolution number 171122 adopted on November 13, 2017 by Council, the City exercised the first option year of tendered contract C-33-16-20;

WHEREAS the City wishes to exercise the second and third option years of this contract, namely from January 1, 2019 to December 31, 2020;

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:

"THAT Council hereby exercises the second and third option years under tendered contract C-33-16-20 for the supply of chemical products necessary for maintaining the clarity of the water in its indoor pools, to Aldest Inc., and this, for the period between January 1, 2019 to December 31, 2020, for a total amount not to exceed \$82,872.00, plus applicable taxes;

THAT Treasurer's Certificates will be issued at the relevant times to attest to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

181225

**PARKS AND RECREATION – ADOPTION OF THE UNION OF MUNICIPALITIES OF QUÉBEC (UMQ) GROUP TENDER FOR THE PURCHASE OF 12% SODIUM HYPOCHLORITE IN BULK FOR THE MAINTENANCE OF THE CITY'S POOLS (G-01-19-20)**

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WHEREAS by Resolution no. 180625 adopted on June 11, 2018, the City of Côte Saint-Luc ("City") decided to join the UMQ group tender for the purchase of 12% sodium hypochlorite in bulk for the maintenance of the City's pools for the 2019 and 2020 calendar years (UMQ Tender no. CHI-20192020);

WHEREAS according to UMQ's analysis of the bids, the lowest conforming bidder for the City is Lavo Inc. for the price of \$0.260 per liter, plus applicable taxes, for 2019 and \$0.270 per liter, plus applicable taxes, for 2020;

WHEREAS the City has no minimum purchase obligations;

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, pursuant to this UMQ Group Tender, to Lavo Inc. for the purchase of liquid chlorine in bulk for the 2019 and 2020 calendar years for an estimated quantity of 50,000 liters each year, for a total estimated amount of \$26,500.00, plus applicable taxes;

THAT Treasurer's Certificates will be issued at the relevant times to attest to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

181226

**PARKS AND RECREATION – AWARDING OF A CONTRACT FOR MAINTENANCE SERVICES FOR OUTDOOR AND INDOOR POOLS (C-22-18- 23)**

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WHEREAS the City of Côte Saint-Luc ("City") issued a public tender under file number C-22-18-23 for the maintenance services for its outdoor and indoor pools for the 2019 calendar year as the initial term and for 2020, 2021, 2022 and 2023 as respective option years and received five (5) conforming bids;

WHEREAS the lowest conforming bid was received from Piscines PLPS Inc.;

WHEREAS the City wishes to award a contract to the lowest conforming bidder for the 2019 calendar year and reserves its rights with respect to the 2020, 2021, 2022 and 2023 option years;

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MITCH KUJAVSKY

AND RESOLVED:

“THAT the Côte Saint-Luc City Council (“Council”) hereby awards a contract for or the maintenance services of its outdoor and indoor pools for the 2019 calendar year in accordance with the terms of tender no. C-22-18-23 to the lowest conforming bidder, namely Piscines PLPS Inc., for a total amount of \$37,285.00, plus applicable taxes;

THAT the City reserve its rights with respect to the 2020, 2021, 2022 and 2023 optional years;

THAT a Treasurer’s Certificate will be issued by the City Treasurer in January of 2019 to attest to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

181227

**BY-LAW 2520 ENTITLED: “BY-LAW 2520 CREATING THE FEE SCHEDULE FOR CULTURE, SPORTS AND LEISURE ACTIVITES FOR THE SPRING AND SUMMER OF 2019” – ADOPTION**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MITCH KUJAVSKY

AND RESOLVED:

“THAT By-law 2520 entitled: “By-Law 2520 creating the fee schedule for Culture, Sports and Leisure Activities for the Spring and Summer of 2019” be and is hereby adopted.”

CARRIED UNANIMOUSLY

181228

**PUBLIC WORKS – CONTRACT FOR PURCHASE OF BITUMINOUS MATERIALS - EXERCISING THE FIRST TWO (2) OPTION YEARS (C-34-17-22)**

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WHEREAS the City of Côte Saint-Luc (“City”) made a public call for tenders for the purchase of bituminous materials, including hot and cold asphalt and stones, as well as the disposal of related waste, under tender number C-34-17-22, contemplating a base term of one (1) year from January 1, 2018 to December 31, 2018, with four (4) option years in favour of the City;

WHEREAS by Resolution number 171225 adopted on December 11, 2017 by the Côte Saint-Luc City Council, the tendered contract C-34-17-22 was awarded to Construction DJL Inc., the lowest conforming bidder;

WHEREAS the City wishes to exercise the first two (2) option years of this contract, namely 2019 and 2020;

It was

MOVED BY COUNCILLOR SIDNEY BENIZRI  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT the Côte Saint-Luc City Council hereby exercises the first and second option year under tendered contract C-34-17-22 regarding of the purchase of bituminous materials, including hot and cold asphalt and stones, as well as the

disposition of related waste, previously awarded to Construction DJL Inc., and this for the period between January 1, 2019 to December 31, 2020, for a total amount not to exceed \$100,000.00, plus applicable taxes;

THAT should the City's actual consumption in any calendar year portion of the contract term exceed the above maximum estimated amount, the excess shall be approved in accordance with the City's change order procedures and delegated authority by-law;

THAT Treasurer's Certificates will be issued to attest to the availability of funds at the relevant time to cover the relevant expenses."

CARRIED UNANIMOUSLY

181229

**LEGAL – AWARDING OF A CONSULTANT AGREEMENT FOR A PROJECT  
MANAGER IN RELATION TO THE INFRASTRUCTURE CANADA SMART  
CITIES CHALLENGE (K-45-18)**

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WHEREAS the City of Côte Saint-Luc ("City") submitted on April 24, 2018 an application entitled "The SHARED Initiative: Senior Health and Real-time Environmental Data" (the "**Application**") to the Smart Cities Challenge, a pan-Canadian competition by Infrastructure Canada open to all municipalities, local or regional governments, and Indigenous communities that encourages communities to adopt a smart cities approach to improve the lives of their residents through innovation, data and connected technology;

WHEREAS the City is among the finalists that a jury recommended to the Minister of Infrastructure and Communities for this Smart Cities Challenge, and the City must develop, based on its Application, its final proposal made of a series of concrete plans that will enable implementation and post-implementation (the "**Proposal**") in accordance with the process, timeline, requirements and evaluation criteria set forth in the Smart Cities Finalist Guide (the "**Guide**"), and submit it no later than March 5, 2019;

WHEREAS the City requires an Independent Consultant as a Project Manager who is responsible for the integration of all the elements required for the Final Proposal of the Smart Cities Challenge as set out in the **Guide**, including but not limited to, all technological aspects in the creation of the Proposal for the Smart Cities Challenge, including the technology plan for the implementation phase, pilot project, interface development, assessment and testing of technological products and documentation management systems doing the utmost to obtain funding and donations for these purposes and to ensure that all elements of the **Proposal** will be finalized by March 5, 2019;

WHEREAS the Côte Saint-Luc City Council ("Council") would like to award the Independent Consultant Agreement ("Agreement") for a Project Manager in relation to the Infrastructure Canada Smart Cities Challenge between Delevante Software Inc. as represented by Marc Chriqui and the City;

WHEREAS the City as a finalist has been awarded a budget of \$250,000.00 ("Smart City Budget") which is specifically designated to cover all the expenses and salaries incurred in order to prepare the Proposal for the Smart City Challenge.

It was

MOVED BY COUNCILLOR DAVID TORDJMAN  
SECONDED BY COUNCILLOR MITCH KUJAVSKY

AND RESOLVED:

“THAT the City Council hereby awards the Agreement for a Project Manager in relation to the Infrastructure Canada Smart Cities Challenge with Delevante Software Inc. as represented by Marc Chriqui pursuant to contract number K-45-18, with the effective date of September 1, 2018, in the amount of \$10,000.00 per month not to exceed \$100,000.00, plus applicable taxes which will be paid for, with the awarded amount from the Smart City Budget;

THAT the Agreement is attached to form an integral part hereof;

THAT the City's City Manager, Tanya Abramovitch, be and is hereby authorized to sign the aforementioned Agreement on the City's behalf;

THAT Treasurer's Certificate No. TC-18-0199 dated December 4, 2018 has been issued by the City Treasurer, attesting to the availability of \$40,000.00 for the 2018 portion of the Agreement to cover the above-described expenses;

THAT a Treasurer's Certificate for the remaining amount will be issued in 2019 attesting to the availability the above-described expenses”.

CARRIED UNANIMOUSLY

181230

**LEGAL – AWARDING OF A CONSULTANT AGREEMENT FOR PRELIMINARY PRIVACY IMPACT ASSESSMENT IN RELATION TO THE INFRASTRUCTURE CANADA SMART CITIES CHALLENGE (K-45-18)**

---

WHEREAS the City of Côte Saint-Luc (“City”) submitted on April 24, 2018 an application entitled “The SHARED Initiative: Senior Health and Real-time Environmental Data” (the “**Application**”) to the Smart Cities Challenge, a pan-Canadian competition by Infrastructure Canada open to all municipalities, local or regional governments, and Indigenous communities that encourages communities to adopt a smart cities approach to improve the lives of their residents through innovation, data and connected technology;

WHEREAS the City is among the finalists that a jury recommended to the Minister of Infrastructure and Communities for this Smart Cities Challenge, and the City must develop, based on its Application, its final proposal made of a series of concrete plans that will enable implementation and post-implementation (the “**Proposal**”) in accordance with the process, timeline, requirements and evaluation criteria set forth in the Smart Cities Finalist Guide (the “**Guide**”), and submit it no later than March 5, 2019;

WHEREAS it is understood that the winners will be required to leverage data for projects that use connected technologies and, in turn, harvest the data that they generate to, among other things, achieve efficiencies, inform decision-making, and improve the performance and application of the technologies themselves.

WHEREAS the City would like to ratify the Consultant Agreement for preliminary privacy impact assessment in relation to the Infrastructure Canada Smart Cities Challenge entered into between Amina Corp. and the City;

WHEREAS the City as a finalist has been awarded a budget of \$250,000.00 (“Smart City Budget”) which is specifically designated to cover all the expenses and salaries incurred in order to prepare the Proposal for the Smart City Challenge.

It was



MOVED BY COUNCILLOR MITCH KUJAVSKY  
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED:

“THAT the Côte Saint-Luc City Council hereby ratifies the Consultant Agreement for preliminary privacy impact assessment in relation to the Infrastructure Canada Smart Cities Challenge with Amina Corp. as represented by Sharon Polsky pursuant to contract number K-45-18, dated and signed November 1, 2018, by the City’s General Counsel in the amount not to exceed \$21,743.86, plus applicable taxes which will be paid for with the awarded amount from the Smart City Budget;

THAT a Treasurer’s Certificate will be issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses for the 2019 calendar year.”

CARRIED UNANIMOUSLY

181231

**LEGAL – CAFÉ AQUA – LEASE AMENDMENT (K-55-11-21)**

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WHEREAS on September 5, 2011, a lease agreement was signed between the City of Côte Saint-Luc (“City”) and 9222-4237 Quebec Inc. regarding the Café at the Aquatics and Community Centre and outdoor pool canteen for a term of ten years ending in 2021;

WHEREAS by a first amendment, dated December 18, 2013, the Lessee changed its legal name to 9262-3297 Quebec Inc. whereby certain amendments to the lease were made.

WHEREAS a second amendment, dated June 16, 2014, significantly decreased the rent;

WHEREAS both parties would like to terminate the current lease and enter into a Termination of Lease Agreement between the City and 9262-3297 Quebec Inc.;

WHEREAS the City wishes to enter into a new Lease Agreement with 9222-4237 Quebec Inc. as represented by Giovanni De Rubertis, for a three (3) year term commencing January 1, 2019 with three (3) option years (“Lease”);

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR SIDNEY BENIZRI

AND RESOLVED:

“THAT Côte Saint-Luc City Council (“Council”) hereby approves the Termination of Lease Agreement between the City and 9262-3297 Quebec Inc. as attached herewith as Annex B;

THAT Council hereby approves the Lease with a three (3) year term commencing January 1, 2019, with three (3) option years, between the City and 9222-4237 Quebec Inc. (annexed herewith as Annex C);

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

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

CARRIED UNANIMOUSLY

181232

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION  
PROGRAMS (SPAIP) – 6865 BAILY – CITY OF CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED COUNCILLOR DAVID TORDJMAN

AND RESOLVED:

“THAT the site planning and architectural integration programs received November 5, 2018 showing elevations of a two-storey rear extension and a one-storey side extension to an existing, two-storey, detached, single-family dwelling on lot 1561730 at 6865 Baily and prepared by Joly Baygin, architects; for the Planning Advisory Committee meeting of November 28, 2018, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”

CARRIED UNANIMOUSLY

181233

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION  
PROGRAMS (SPAIP) – 7015 KILDARE – CITY OF CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED COUNCILLOR DAVID TORDJMAN

AND RESOLVED:

“THAT the site planning and architectural integration programs received November 6, 2018 showing elevations of the construction of a rear extension to an existing Institutional building on lot 1053639 at 7015 Kildare and prepared by Rubin and Rotman, architects; for the Planning Advisory Committee meeting of November 28, 2018, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”

CARRIED UNANIMOUSLY

181234

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

---

WHEREAS according to section 4 of *An Act respecting the exercise of certain municipal powers in certain urban agglomerations* (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 January 2019 for which members of the municipal council shall establish the stance that it wishes to take;

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED

“THAT Council take the following stance in view of any Agglomeration Council meetings to be held in January 2019 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 January 2019 based on the information to be presented during those meetings.”

CARRIED UNANIMOUSLY

181235

**OTHER BUSINESS - MOTION TO ESSENTIALLY INCREASE PHILANTHROPY  
IN QUEBEC**

---

WHEREAS the 30,000+ participants of New York's TD 5 Boro Cycle are invited to raise funds for charities and this year (and previous ones) raised \$1 million;

WHEREAS the participants of multitudes of mass participation running, cycling, triathlon and other mass participation self-propelled athletic events around the world have optional charitable fundraising components;

WHEREAS the participants of running events alone in the US raises over \$1 billion per year for charities;

WHEREAS the participants of the Marathon de Montreal are INVITED to raise funds and may still be paying Montreal so that they may stage their event;

WHEREAS charities staging athletic events that raise funds at Parc Jean Drapeau actually pay for the privilege;

WHEREAS Le Tour de L'île de Montreal receives \$500,000 in funding and in-kind support from the Agglomeration;

WHEREAS the Tour de L'île de Montreal is a major inconvenience to pedestrians and motorists;

WHEREAS emergency vehicles are delayed due to the event;

WHEREAS there is no noticeable increase in tourism due to the event;

WHEREAS Dorval, Kirkland and Hampstead will not consider allowing Le Tour in unless the participants are invited to raise funds for charities;

WHEREAS Côte Saint-Luc, DDO and Laval have banned the event altogether;

WHEREAS a significant number of the participants come from Laval, the South Shore etc. whose cities contribute no funds and suffer no inconvenience;

It was

MOVED BY COUNCILLOR MIKE COHEN  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT the Côte Saint-Luc City Council calls upon the Agglomeration not to support Vélo Québec with funding and free in-kind support, until such time as all of the participants of Vélo Québec events on the Island of Montreal, are INVITED by to raise funds for charities via their participation in the events.”

CARRIED BY THE MAJORITY OF VOTES WITH COUNCILLORS MITCH KUJAVSKY AND DIDA BERKU BOTH DISSENTING

181236

**RESOLUTION OF THE COUNCIL OF THE CITY OF CÔTE SAINT-LUC  
OPPOSING ANTI-SEMITISM BY AIRBNB**

---

WHEREAS AirBNB is a widely used accommodations service with significant influence worldwide;

WHEREAS AirBNB’s decision to remove all listings in Jewish settlements in the West Bank contributes to the broader anti-Israel and anti-Peace efforts of the Boycott, Divestment, and Sanctions (BDS) CAMPAIGN;

WHEREAS AirBNB’s boycott singles out Jews as the only inhabitants of several disputed territories in the world to be banned from using its services;

WHEREAS the BDS Campaign has a harmful local and international track record of anti-Semitic discourse and actions, including the denial of the Jewish people’s right to self-determination in its historic land, that runs counter to the values held by residents of Côte Saint-Luc;

It was

MOVED BY COUNCILLOR DAVID TORDJMAN  
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED:

“THAT that the Côte Saint-Luc City Council (“Council”) hereby opposes AirBNB’s discriminatory decision to remove all listings in Jewish settlements in the West Bank;

THAT Council hereby calls upon AirBNB to correct this act of disrespect to the land of Israel and restore its original services immediately;

THAT in the event that AirBNB does not stop, the City of Côte Saint-Luc calls upon all civilized people across the globe to boycott AirBNB until such time as they desist from these despicable anti-Semitic actions.”  
CARRIED UNANIMOUSLY

**SECOND QUESTION PERIOD**

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The second question period started at 9:16 p.m. and finished at 9:17 p.m. One (1) person asked to speak and they were heard.

1) Murray Levine:

The member of the public thanked the Côte Saint-Luc City Council for adopting the resolution entitled, “Motion to essentially increase Philanthropy in Quebec”.

181237

**APPROVAL OF THE ADJOURNMENT OF THE MEETING**

---

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MITCH KUJAVSKY

AND RESOLVED:

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

**AT 9:17 P.M. MAYOR BROWNSTEIN DECLARED THE MEETING  
ADJOURNED.**

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MITCHELL BROWNSTEIN  
MAYOR

---

JONATHAN SHECTER  
CITY CLERK

<b>LIST OF ANNEXES</b>		
<b>Resolution number</b>	<b>Corresponding Annex</b>	<b>Document</b>
181218	Annex A	Public Register – Disclosure Statements – By-law 2496 re-adopting by-laws 2424 and 2424-1 adopting a code of ethics and good conduct for the elected municipal officers of the City of Côte Saint-Luc
181231	Annex B	Termination of Lease Agreement for Café Aqua (signed September 5, 2011)
181231	Annex C	Café lease at the City of Côte Saint-Luc Aquatic and Community Centre dated December 11, 2018 (“Lease”) effective January 1, 2019



**Termination of Lease Agreement for Café Aqua (signed September 5, 2011)**

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

**AND:** **9262-3297 Québec inc.**, a body politic and corporate having its head office at 5820 Bélanger East, H1T 1G6, Saint-Leonard, District of Montreal, Province of Quebec, herein represented by Marco Trinchini and Paolo Schembre, duly authorized, hereinafter referred to as the **“Lessee”**

**AND:** **Marco Trinchini**, residing and domiciled at 5091 J.-B. Martineau, Saint-Leonard, in the district of Montreal, hereinafter referred to as **“Marco”**

**AND:** **Paolo Schembre**, residing and domiciled at 24 Catherine, Dollard-des-Ormeaux, in the district of Montreal, hereinafter referred to as **“Paolo”**

**Marco** and **Paolo** being sometimes collectively referred to as the **“Guarantor”**

**WHEREAS**, Lessor and Lessee previously entered into a Lease Agreement dated September 4, 2011 for premises located at the Aquatic and Community Centre in Côte Saint-Luc (**“Premises”**) for a term of ten (10) years beginning on September 4, 2011 and ending on September 4, 2021 (**“Lease Agreement”**), a copy of which is attached hereto in Annex A. A copy of the First and Second Amendments dated December 18, 2013 and June 16, 2014, respectively, are attached hereto in Annex B.

**WHEREAS**, pursuant to Section 18 of the Lease Agreement, Lessor and Lessee desire to terminate the Lease Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and for other good and valuable consideration exchanged by the parties as set for in this Termination Agreement, the parties, intending to be legally bound, hereby mutually agree as follows:

1. **Termination.** Lessor and Lessee hereby agree that the Lease Agreement will terminate effective as of December 31, 2018 (**“Termination Date”**).



2. **Termination Fee.** The Lessor agrees to waive the early termination fee for the release of the Tenant's obligations under the Lease Agreement.
3. **Lease Obligations.** All terms and obligations under the Lease agreement shall remain in full force and effect through the Termination Date.
4. **Notices.** Any notices should be forwarded to:

City of Cote Saint-Luc  
Attention: Andrea Charon, General Counsel  
5801 Cavendish Blvd., 2<sup>nd</sup> Floor  
Cote Saint-Luc, QC H4W 3C3

Email: [acharon@cotesaintluc.org](mailto:acharon@cotesaintluc.org)  
Fax: 514-485-6800 ext 1304

5. **Mutual Release.** On the Termination Date and upon payment of the Termination Fee, Lessor and Lessee shall be fully and unconditionally released and discharged from all claims and obligations arising of the Lease Agreement.
6. **Governing Law.** This Termination Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec, without giving effect to the conflict of laws principles thereof.
7. **Miscellaneous.** This Termination Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. The provisions of this Termination Agreement are severable.
8. **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.

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

*The LESSOR:*  
**THE CITY OF CÔTE SAINT-LUC**

*The LESSEE:*  
**9222-4237 QUÉBEC INC.**

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Me Andrea Charon, General Counsel

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Marco Trinchini, Administrator

**CAFÉ LEASE AT THE CITY OF CÔTE SAINT LUC ACQUATIC AND COMMUNITY CENTRE DATED DECEMBER 11, 2018 (“Lease”) EFFECTIVE JANUARY 1, 2019.**

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

**AND:**                            **9222-4237 Quebec Inc.**, a body politic and corporate having its head office at District of Montreal, Province of Quebec, herein represented Giovanni Derupertis, duly authorized, hereinafter referred to as the “**LESSEE**”

**Lessee GST #** \_\_\_\_\_  
**Lessee QST #** \_\_\_\_\_

**SECTION 1: PREMISES**

**1.1    Premises**

The Lessor leases to the Lessee two **(2)** premises as follows:

Premises 1 consists of the indoor café and its accessories within the *Aquatic and Community Centre (ACC)* (the Café forms part of a property currently known and designated as the *Aquatic and Community Centre*, situated at: 5794 Parkhaven Street, Côte Saint-Luc (QC) H4W 1Y1 (“Café”) Premises, and

Premises 2 consists of the outdoor canteen, its storage and its accessories adjacent to the outdoor municipal pools, within the parks and recreations department. The Canteen forms part of a related property situated at 7500 Mackle Road, Côte Saint-Luc (QC) (“Canteen”) Premises.

**1.2    Condition**

The Lessee declares being content and completely satisfied with Premises after having and carefully examined same. The Lessee accepts the Premises in “as-is/where-is” conditions without any guarantee by the Lessor whatsoever, whether express or implied, legal or contractual, oral or written, including, without limitation, any warranty as to accuracy of their dimensions, their merchantability, their fitness for a particular purpose or their freedom from latent defects. The Lessor has made no representations or warranties about revenue or profit expectations and the Lessee acknowledges that it shall operate the Business and occupy the Premises at its own sole risk and peril.

**1.3    Lessee’s capital inducements \$ 10,500** Lessee shall, at Lessee’s expense, be responsible for capital inducements and leasehold improvements (“**Capital Inducements**”) to be executed in the Premises as outlined in Annex A. Prior to executing the Lessee Work, the Lessee shall submit detailed plans relating thereto to the Lessor for prior reasonable written approval.

**1.4**    The Lessee shall also equip the Premises with all of the customary articles required for the good operation of a foodservice business such as cutlery, dishware, cups, stemware, paper goods, etc. The Lessee shall not use Styrofoam products where an environmentally-conscious alternative exists.

**SECTION 2: TERM**

**2.1    Lease Term**

The term of this lease shall be three **(3)** years commencing on January 1, 2019 (“**Commencement Date**”) and expiring on the December 31, 2021 (collectively, “**Term**”).

**2.2    Renewal Term**

Provided the Lessee is not in default with respect to any of its obligations under this Lease, and furthermore provided the Lessee notifies the Lessor by priority post or courier, at least Six **(6)** months prior to expiry of the Initial Term of its

intention, Lessee shall have the option to renew this Lease for up to **(1)** additional period of three **(3)** years ("**Renewal Term**"). All of the provisions of this Lease shall apply to the Renewal Term except for the Rent, which is specified in Section 5.1.

2.3 **Tacit Renewal**

There shall be no tacit renewal of this Lease. In the event that the Lessee remains in possession of the Premises or any portion thereof after the expiry or sooner termination of the Term or Renewal Term, the Lessee shall be deemed to be occupying the entire Premises on a month to month basis at a monthly rental equivalent to the then current monthly Rent (defined in Subsection 5), of the last year of this Lease.

**SECTION 3: USE AND OPERATING HOURS**

3.1 **Use**

Throughout the Term, the Lessee shall continuously occupy and use the Premises for a foodservice business as follows (the "**Business**") and for no other purposes or businesses:

Healthy options available in addition to the regularly sought after refreshments and snacks. Mindful of environmentally friendly products and wrappings as well as swim and elite athletes food preferences.

Storage: The Lessee may use the space indicated as the Canteen Storage for storage purposes.

Delivery: The Lessee shall have the right to provide delivery service.

3.2 **Exclusivity**

Provided the Lessee is not in default hereunder, the Lessor gives the Lessee the exclusivity for the operation of a café in the Café Premises and the operation of a snack bar in the Canteen Premises.

Notwithstanding the foregoing, the Lessee acknowledges that the public as well as employees of the Lessor, may bring their own food and beverages and eat and drink peaceably in the Café eating area, the Canteen eating area, the terrace and the takeout eating area, even if they do not purchase any products from the Lessee.

Furthermore, the Property, other than the Premises, is available for use and rental by the public, the employees, suppliers and elected officials of the Lessor, such that the Lessee shall not restrict the Lessor's right of use or rental or the Lessor's right to grant use or rental, including the right of Lessor or its users or other lessees from hiring a third party caterer or selling food and drinks at their events and the Lessee shall have no claim of whatsoever nature against such third parties or the Lessor including, without limitation, to any of the revenues ensuring to the Lessor or any third party arising from same. The foregoing shall be interpreted broadly to favour the Lessor.

The Lessor, however, undertakes to offer the Lessee a right of first refusal to provide the food and service for certain City events such as staff BBQs, meals for the swim officials, and holiday parties. The Lessee is aware that the Lessor must at all times abide by the City's Contract Management By-law and its Purchasing Policy and Procedures.

The City's Parks and Recreation Department will share the ACC building calendar of events with the Lessee. It is the Lessor's obligation to arrange for providing healthy menu choices, at least two (2) weeks in advance to the calendar date, as approved by the City's Parks and Recreation Department, in order to be eligible to be awarded the contract.

3.3 **Lessee Compliance**

The Lessee warrants that throughout the Term, it is and will continue to: (i) be in good standing as a legal person; (ii) be permitted to carry on the Business in virtue of its own corporate by-laws as well as all laws, regulations, by-laws, and resolutions of any governing public authority having jurisdiction over the Lessee;

(iii) be in compliance with its other present and future agreements with the Lessor and with third parties; and (iv) comply with all Laws including, without limitation, all health, safety, sanitation and food Laws governing a foodservice business and the offer, sale and/or delivery of food and beverage products to the public. Furthermore, the Lessee will have and continue to have all necessary operating permits.

Restrictions: The Lessee shall be prohibited from offering alcoholic beverages from the Premises. The Lessee shall make reasonable commercial efforts to ensure that any products containing nuts are clearly labeled as containing nuts and are not stored in such a way to contaminate other foods.

#### 3.4 **Minimum Operating Hours**

Throughout the Term the Lessee shall advertise their hours of operation. The hours of operation are the following:

Premises 1 (Indoor Café):

*September 1 to May 31:* 11:00 a.m. to 6:30 p.m.

The Lessor will and the Lessee will analyze the sales receipts between 4:00 p.m. and 6:30 p.m. during the first three (3) months of opening to re-negotiate the opening hours.

The Lessee shall be closed December 25<sup>th</sup> and January 1<sup>st</sup>.

*June 1 to August 31:* Lessee shall ensure proper signage to inform customers Premises 2 opening hours and location. It is at the Lessee's discretion whether both premises shall remain open from June to August.

Premises 2 (Outdoor Canteen):

*May to September:* 11:00 a.m. to 8:00 p.m. and/or follow the hours of the outdoor pool schedule from May to September (until the official shut down of the outdoor pool).

### **SECTION 4: ONGOING REPAIRS AND IMPROVEMENTS**

#### 4.1 **By the Lessee:**

Through the Term, the following shall be carried out by the Lessee, at the Lessee's expense, and subject to the conditions below.

- (a) Of Premises: Throughout the Term, the Lessee shall, at the Lessee's expense, maintain the Premises in an excellent state of cleanliness, maintenance and repair and, subject to the reasonable prior written approval of the Lessor, make all the necessary repairs and/or replacements.

Extermination: If required by the Lessor, the Lessee shall, at the Lessee's expense, procure the services of an exterminator (or trapper) of Lessor's choice to exterminate (or trap and remove) any insects, vermin, etc. in or about the Premises.

Temperature: During the Fall/Winter months, the Lessee shall keep the heating in the Premises at a reasonable temperature at times, whether or not the Business is open for business, in order to prevent the freezing and bursting of pipes, water damage, etc.

- (b) Improvements: The Lessee shall not make any repair, maintenance, modification, addition, amelioration, alteration or improvement, whether the same be structural or not, in, to or around the Premises without the prior written reasonable consent of the Lessor.

- (c) Lessee Insurance and Bond: The Lessee shall take out and maintain for the duration of the work relating to the Lessee Repairs and Improvements, and this with reputable insurance companies, insurance for damages to property with 100% replacement value, and for all-risks liability insurance and for indemnification of accidents relating to all the workers carrying out the Lessee Improvements, as well as occupational hazards insurance applying to all persons employed in relation to such Lessee Improvements. The coverage of

each such insurance must be a minimum of Two Million Dollars **(\$2,000,000.00)** per incident or such greater amount as reasonably required by the Lessor at the time, and shall name the Lessor as an additional insured, and provide for no subrogation as against the Lessor and a \$Nil deductible payable by the Lessor. The Lessee must deliver the Lessor the certificate(s) of insurance prior to commencing the Lessee Repairs and Improvements.

(d) Default: Default by the Lessee hereunder shall permit the Lessor to exercise any of the following remedies with thirty (30) days' notice.

#### 4.2 **By the Lessor**

(a) Property: The Lessor shall operate, maintain and repair the Property (save and except as provided in this Lease). If at any time the Lessor must complete maintenance and/or repair the property, the Lessor shall provide written notice thirty (30) days in advance.

(b) Reservation of Rights: The Lessor shall have the right to maintain and repair or make changes in or about the Premises or the Property affecting the Premises for purposes or reasons deemed necessary or desirable at the discretion of the Lessor.

#### 4.3 **Access and Inspection**

The Lessor or any of its employees, contractors, representatives or agents shall, at all times, have the right to examine the state of maintenance, repair, decoration and order of the Premises and to verify whether the Lessee is adequately executing its obligations in virtue of this Lease. The Lessor shall have the right to notify and require the Lessee to affect certain works, maintenance or repairs, or to stock the Premises with articles, inventory, equipment and Leasehold Improvements of sufficient value, that the Lessor reasonably judges to be necessary following its said inspection. The failure of the Lessor to inspect or to give said notice shall not free the Lessee of any of its obligations under this Lease. No provision of this Lease shall be interpreted in a manner to require the Lessor to make any repairs or any works of any nature to the Premises, however, the Lessor shall have the right at all times to make urgent or other repairs without notice to the Lessee and, provided the repairs were an obligation of the Lessee, to claim the costs of same with an administration fee of ten Percent **(10%)** from the Lessee as Additional Rent.

### **SECTION 5: RENT AND PAYMENTS**

#### 5.1 **Rent**

The Rent during the Term is as follows

- Year 1: **\$3,000.00/year** (plus applicable taxes).
- Year 2: **\$3,000.00/year** (plus applicable taxes).
- Year 3: **\$3,000.00/year** (plus applicable taxes).

Upon signature of the lease, the Lessee shall provide the Lessor with 9 postdated cheques in the amount of \$1,000.00 each dated the first of the month every 4 months which will represent \$3,000.00 per year.

#### 5.2 **Rent and Payments for the Renewal Term**

If the lease is renewed pursuant to Section 2.2, the Rent during the Renewal Term shall be as follows:

- Year 4: **\$4,000.00/year** (plus applicable taxes).
- Year 5: **\$5,000.00/year** (plus applicable taxes).
- Year 6: **\$6,000.00/year** (plus applicable taxes).

The payments and security deposit for the Renewal Term, if exercised, will be negotiated in good faith six (6) months prior to the end of the Term.

#### 5.3 **Security Deposit**

Upon signature, the Lessee shall furnish the Lessor with a security deposit in the amount of two thousand and five hundred Dollars (\$2,500.00) plus applicable taxes to secure the Lessee's obligations hereunder as well as any damages

caused to the Premises by the Lessee which will be returned to the Lessee at the end of the Term. The security deposit will not be unreasonably withheld.

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 Twelve Percent **(12%)** per annum.

5.4 **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.

**SECTION 6: SIGNAGE**

6.1 All of the Lessee's interior and exterior signage and location of said signage shall be bilingual English and French and shall be subject to the prior written approval of the Lessor.

6.2 The Lessee shall, at the Lessee's expense, be responsible for the design, creation, production and installation of all permitted signs.

**SECTION 7: MARKETING AND COMMUNICATIONS**

7.1 **Bilingualism**

The Lessee acknowledges that the City has bilingual status. All of the Lessee's business materials and promotional materials including, without limitation, its menus, its website, its print and digital advertising, its business cards, etc. shall be bilingual English and French. The Lessee shall furthermore either have a trade name that is compatible in both English and French or one that is bilingual.

Furthermore, the Lessee's employees and representatives shall be proficient in communicating verbally in English and French.

7.2 **Marketing and Promotion**

It is the obligation of the Lessee to market, promote and advertise its Business. The Lessee is responsible to maintain an inviting and clean Premises and offer quality food at appropriate price-points to maximize customer traffic to the Premises and to the Business.

The Lessor will assist in promotion and will post advertisements on its web page, Facebook page and electronic billboards in the City.

**SECTION 8: INSURANCE**

8.1 **Property and Liability Insurance**

Throughout the Term, the Lessee shall, at the Lessee's expense, insure and maintain insured the Lessor and the Lessee against losses resulting from loss or damage to: (i) persons (including, but not limited to, bodily injury or death resulting from food poisoning, product liability or otherwise; (ii) the Lessee's property (including the Lessee Work and the Lessee Improvements), the Lessor's property (including the Property, the Premises and the Lessor Work), third party property (including, but not limited to, that of any assignee or sub-lessee of the Lessee), whether caused by the use or occupation of the Premises or the exploitation of the Business, or the products and services offered by the Lessee, or the fault or negligence of the Lessee or persons under the Lessee's control. Such insurance shall provide for one hundred percent **(100%)** replacement value coverage in the case of loss or damage relating to property. To this end, the Lessee shall subscribe for and maintain throughout the Term such appropriate insurance policies for damage to property and all-risks civil responsibility, the coverage limits of which will initially be for an amount of not less than TWO MILLION DOLLARS **(\$2,000,000.00)** per occurrence,

8.2 **Certificates of Insurance**

Within fourteen**(14)** days of signing this Lease, and thereafter before the expiration of any insurance policy held by the Lessee in conformity with this

Lease, and without demand by the Lessor, the Lessee shall remit to the Lessor certificates of all applicable insurance policies that it holds and as required by this Lease, showing: (i) the requisite insurance coverage, (ii) the Lessor (and any registered creditor of the Property) as additional insured, and (iii) that the Lessor owes a \$NIL deductible thereunder.

## **SECTION 9: RESPONSIBILITY**

### **9.1 Lessor Exclusions**

Unless the fault or negligence is caused by the Lessor, the Lessor shall under no circumstances whatsoever be responsible for any damages, claims, losses, liabilities whatsoever including, but without limitation, inconveniences, loss of enjoyment, lost profits, indirect damages, special damages or punitive damages, resulting from a defect or problem.

### **9.2 Indemnification of Lessor**

The Lessee hereby undertakes to defend, indemnify and hold harmless the Lessor as well as the Lessor's elected officials, employees, agents and representatives, for all damages, losses, liabilities, responsibilities, actions and claims in capital and interest (including for judicial and extra-judicial costs) in the following cases, unless the fault or negligence is caused by the Lessor:

- a) Losses or damages to the property of the Lessee, the Lessor (including the Property), any third party (including any sub-lessee and/or assignee) where the same result from the use or occupation of the Premises, the exploitation of the Business, the offering of any product or service by the Lessee, the fault or negligence of the Lessee or persons under the Lessee's control, the default of any provision of this Lease by the Lessee or for any peril which the Lessee is obliged by this Lease to insure against;
- b) Any and all injuries to all people including death at any time resulting or occurring in, on the Premises or resulting from the use or occupation of the Premises, the exploitation of the Business, the offering of any product or service by the Lessee, the fault or negligence of the Lessee or persons under the Lessee's control, the default of any provision of this Lease by the Lessee, or for any peril which the Lessee is obliged by this Lease to insure against;
- c) The default by the Lessee to fully and punctually comply with all the requirements, laws, by-laws, regulations or resolutions of any public or quasi-public authority having jurisdiction over the Premises or the Property, and of any and all requirements of all insurance companies with which the Premises, the Property or any of the contents contained in the Premises or the Property is or are insured, and/or of the norms of the Insurance Bureau of Canada.

9.3 The indemnifications provided for under this Lease shall subsist even after the expiry or sooner termination of this Lease including any Renewal. Without limiting the generality hereof, should the Lessor be made a party to a trial, claim, lawsuit or other proceeding for which the Lessee has hereby undertaken to indemnify the Lessor (collectively, "**Claim**"), the Lessee shall promptly pay the Claim in full to the exoneration of the Lessor; or the Lessee shall, at the Lessee's expense, support all the expenses of a defense in the name of the Lessor through an attorney named by the Lessor and subsequently to promptly satisfy on behalf of the Lessor, in full, any judgment, condemnation, decision rendered against the Lessor, or settlement agreement, and this in principal, interests, judicial and extra-judicial costs.

## **SECTION 10: ASSIGNMENT AND SUB-LEASE**

10.1 The Lessee shall not have the right to assign, hypothecate its right in this Lease, and sublet the Premises or to sell the business, in whole or in part, without the prior written consent of the Lessor. This consent will not be unreasonably withheld by the Lessor. An unauthorized assignment, hypothecation or sub-lease shall be void. In the event that the Lessee requests and obtains the Lessor's consent for the assignment, hypothecation or sublet, (i) the new lessee, creditor, assignee or sub-lessee (as the case may be) shall intervene in writing in this Lease, and (ii) the Lessee shall nonetheless remain solidarity responsible for the complete execution of all the obligations of the new lessee, creditor, assignee or

sub-lessee (as the case may be) contained in this Lease in the same manner as if the said assignment, hypothecation or sublet never took place.

- 10.2 In the event that the Lessee desires to sublet and/or assign the Lease and or sell the business, the Lessor shall have the option (but not the obligation) to terminate this Lease and relieve the Lessee from its obligations hereunder.

## **SECTION 11: DEFAULTS**

### **11.1 Grounds of Default**

The following shall constitute grounds of material default of the Lessee under this Lease, regardless of the reason:

- (a) Failure to pay any amount to the Lessor when due in capital and/or interest;
- (b) Failure to continuously occupy the Premises for more than two (2) consecutive days during the Term, saving the agreed upon days that the Business is closed namely December 25 and January 1 as outlined in section 3.2, unless with the prior written consent of the Lessor;
- (c) Failure to continuously operate and/or market the Business according to the standards set under this Lease;
- (d) Failure to punctually and properly execute any other obligation imposed under this Lease;
- (e) The insolvency or bankruptcy or other like circumstance of the Lessee;
- (f) The assets of the Business or of the Lessee have been seized, attached or hypothecated by a creditor of the Business or of the Lessee;
- (g) The registration of a hypothec or other charge on or against the assets or profits of the Business (other than by the Lessee's bank in the ordinary course of business), the Premises and/or the Property, without the Lessee immediately discharging the same at the Lessee's expense;
- (h) The winding up or dissolution of the Lessee;
- (i) The amalgamation or merger of the Lessee;
- (j) The unauthorized rollover, sale, transfer or other assignment whatsoever of the Business or the assets of the Business;
- (k) The unauthorized sale, transfer or other assignment whatsoever of the assets and/or majority voting stock or units of the Lessee or other circumstance causing a change of control in respect of the Lessee;
- (l) The unauthorized assignment, hypothecation or sub-lease of this Lease;
- (m) The unauthorized sale, transfer or other assignment whatsoever of any of the voting shares or units held by any of the Guarantors except to the remaining Guarantors;
- (n) The death, insolvency or bankruptcy of any of the Guarantors without there being either (1.) a written agreement entered into with the Lessor compensating for this, or (2.) a written waiver of such agreement signed by the Lessor;
- (o) Actual or apparent misrepresentation, bad faith, fraud, theft or other subterfuge on the part of the Lessee or any Guarantor; or
- (p) Material breach of any of Lessee's obligations under this Lease.

### **11.2 Cure:**

Where the default is capable of being cured, the Lessor shall send the Lessee a written notice stipulating the ground(s) of default and giving the Lessee thirty (30) days to cure the default to the satisfaction of the Lessor.

### **11.3 Consequences of Default:**

Where the Default is not capable of being cured, or the notice period stipulated in Subsection 11.2 has lapsed without the default having been cured to the satisfaction of the Lessor; and without prejudice to any other right or recourse of the Lessor under law, equity or contract, the Lessor shall have the following remedies, which shall be cumulative and not limitative or exhaustive, immediately and automatically, without the obligation of any further formality, delay, Rent abatement, liability, compensation or indemnity to the Lessee whatsoever:

- (a) To close and change the locks to the Premises;
- (b) To re-enter the Premises and re-let the Premises and to retain 100% of the revenue and profits associated with any such re-letting;



- (c) To confiscate, remove, retain, and/or sell and retain the proceeds of sale (in the discretion of the Lessor) the property of the Lessee or the Guarantor in or about the Premises or the Property;
- (d) To execute, at the expense of, and with the indemnification by the Lessee in favour of the Lessor, any obligation of the Lessee or the Guarantor under this Lease and to charge the same to the Lessee;
- (e) To retain the Security Deposit;
- (f) To terminate this Lease, with reversion of all rights to the Lessor;
- (h) To exercise the Guarantee given by the Guarantor; and/or
- (i) To take all necessary collections and/or legal action to enforce or terminate this Lease (in the discretion of the Lessor) and/or the enforcement of the Guarantee against the Guarantor, including, without limitation, proceedings for specific enforcement, injunction and for other equitable remedies, in which case the Lessee and the Guarantor shall be responsible to pay the fees of any collection agencies and/or attorneys involved in the proceedings or other action, the resulting judicial costs, as well as the sums otherwise due under this Lease.

The Lessee hereby indemnifies and holds harmless the Lessor in capital, interest and all damages, including judicial and extra-judicial costs, where the Lessor erroneously retains or sells (and keeps the proceeds of sale) of any third party property on, in or about the Premises.

## **SECTION 12: TOLERANCE**

- 12.1 No provisions of this Lease shall be deemed waived by the Lessor, or default of the Lessee deemed excused by the Lessor, except by the Lessor's written consent to that effect and the Lessor's tolerance of any default of the Lessee including, but not limited, the cashing or deposit of any payment for less than the sum due in capital and interest, shall not be deemed as a waiver of the Lessee's default either at the time or for the future and the Lessor shall have the right to do whatever may be considered necessary or appropriate to enforce its rights notwithstanding any such tolerance or indulgence by the Lessor.

## **SECTION 13: DEBIT MACHINE/ LOYALTY CARDS**

- 13.1 **Installation**  
The Lessee shall install a line for a wireless debit machine at his own costs if he desires to do so.

## **SECTION 14: GENERAL PROVISIONS**

- 14.1 **Council Resolution**  
This Lease is subject to approval by City Council resolution.

- 14.2 **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., 2<sup>nd</sup> Floor  
Cote Saint-Luc, QC H4W 3C3

Email: [acharon@cotesaintluc.org](mailto:acharon@cotesaintluc.org)  
Fax: 514-485-6800 ext. 1304

Unless the contact information of the Lessee is changed in accordance herewith, notices and responses to requests for approval addressed to the Lessee shall be given to the Lessee at the address indicated on Page 1 hereof (in the description of the parties) to:

Attention: Giovanni De Rubertis  
Email: cafeaquacsl@gmail.com  
Address: 5794 Parkhaven  
Telephone number: 514-774-1077

14.3 **Election of Domicile**

Unless and until Lessees notifies 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.

14.4 **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.

14.5 **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). Notwithstanding the foregoing, the Parties shall use their good faith efforts to try to resolve all disputes amicably as a first resort.

14.6 **Entire Agreement**

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

14.7 **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.

14.8 **Discounts**

The Lessee shall offer a discount for the Lessor's on meals or catering provided to Council meetings, committee meetings and the like.

14.9 **Counterparts**

This Lease may be signed in counterparts and delivered to the Parties via email or facsimile. Delivery of this Lease and each Renewal must be sent to Giovanni De Rubertis via email and shall constitute delivery.

14.10 **Modifications and Waivers**

This Lease shall not be modified or amended unless pursuant to a written document signed by all the Parties. No waiver of any right, benefit or privilege shall be considered valid unless expressed in writing and signed by the waiving party.

14.11 **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.

14.12 **Ownership**

Nothing herein shall transfer any right of ownership or otherwise to the Lessee in respect of any Lessor property including, without limitation, the Property, the Premises or intellectual property of the Lessor. The Lessee's rights are strictly limited to the leased rights granted hereunder. The Lessee shall not contest or register or attempt to register any ownership, hypothecary or other rights or encumbrances against any property of the Lessor including, without limitation, the Property, the Premises, or intellectual property.

Each and every use of the Lessor's property including, without limitation, the Property, the Premises and intellectual property shall ensure strictly and solely to the benefit of the Lessor, apart from the revenues and profits derived from the Lessee's operation of the Business (subject to payment of the Rent by the Lessee as well of other amounts contemplated hereunder).

14.13 **Confidentiality**

The Lessee shall not disclose, use or benefit from, directly or indirectly, any confidential information or trade secrets of the Lessor, without the Lessor's prior written consent.

14.14 **Successors**

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

14.15 **Currency**

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

14.16 **Agency**

The relationship of the parties is one of independent contractor only and the Lessee is given no authority to bind the Lessor in any manner. No relationship of agency, partnership or joint venture shall be construed by any provision of this Lease.

14.17 **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.

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

*The LESSOR:*

**THE CITY OF CÔTE SAINT-LUC**

Per: \_\_\_\_\_  
Andrea Charon, General Counsel

*The LESSEE:*

\_\_\_\_\_ (insert full legal name)

PER: \_\_\_\_\_

Printed Name: Giovanni De Rubertis

Title: \_\_\_\_\_

**ANNEX "A" – CAPITAL INDUCEMENTS**

- New signage - \$2,000
- New digital menu - \$2,000
- Coffee service counter - \$1,500
- Exterior service counter - \$500
- Electric fryer - \$1,300
- Marketing cost - \$ 1,500
- Display racks - \$500
- Data cabling - \$500
- New commercial blenders - \$700

TOTAL: \$10, 500

DRAFT