

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL HELD ON  
MONDAY, MARCH 11, 2019, 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 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  
M<sup>e</sup> Jason Prévost, Assistant City Clerk, acted as Secretary of the meeting

**SMART CITIES – VIDEO PRESENTATION**

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**QUESTION PERIOD**

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The question period started at 8:16 p.m. and finished at 8:34 p.m. four (4) people asked to speak and they were heard.

- 1) Tamar Hertz

The resident addressed the council about:

- 1) The lack of a municipal policy regarding clubs;
- 2) The need to seek an outside legal opinion on the required policy for any club using municipal resources in order to make sure that these clubs are using said resources in a lawful manner; and
- 3) The Men's club's long-term use of the city logo and recent changes to the club rules (which the resident considers are two examples of why an outside legal opinion is required).

Mayor Brownstein mentioned that the policy is being drafted at this time and that the City has the necessary internal legal resources to address the topics (listed above).

- 2) Charles Eklove

The questioner provided information on the Côte Saint-Luc Men's Club. He mentioned the *raison d'être* of the Men's Club was to provide comradery and encourage networking in an all-male environment to combat this isolation and loneliness. He also mentioned that the Men's Club does offer events for both sexes, but that the core programs such as educational and entertainment services

are designed for men only. The questioner then indicated that it is important for the club to maintain its *raison d'être*, its values and its independence from the City in decision-making. He also mentioned that the Men's Club and the City are continuing to ensure their independent status from one another is indeed maintained. The questioner then asked if the Men's Club would maintain its independent status if it were to pay rent for the use of City infrastructures. Mayor Brownstein mentioned that the City policy with regards to clubs and organizations will address his question. He also mentioned that rent is paid in various ways and that an explanation was presented by the communications Director of the City on the City's Facebook page.

3) Miki Harrar

The resident inquired about:

- 1) The number of tax-free properties in the City of Côte Saint-Luc; and
- 2) His legal case in front of the *Commission d'accès à l'information* that he is trying to advance in front of the Côte Saint-Luc City council.

Mayor Brownstein mentioned that he cannot address the pending legal case and that he doesn't have the exact number of tax-free properties at this time.

The resident asked another question with regards to the number of properties owned and managed by Rabbi Yehuda Benoliel and what is the zoning for said properties. Mayor Brownstein indicated that, to his knowledge, Rabbi Benoliel has five (5) tax-free properties, but that there are other properties with tax-free status such as synagogues.

Mayor Brownstein did however mention that tax exemptions are governed by provincial law, regardless of municipal zoning by-laws, and that the City is not involved in the decision-making process to grant or not grant tax-exemption status. He also mentioned that there is no limit to tax-free properties owned by a specific entity as long as the legal criteria delineated within the provincial law are respected.

4) Marissa Sidel

The resident inquired about the City's official social media policy and addressed certain issues about the content of the City's Facebook that she wanted City council to be made aware of, such as:

- 1) The resident (in her personal view) as well as other people have been attacked personally in the comments section;
- 2) Disparaging Comments towards an elderly (physically-challenged) man not being able to shovel his driveway;
- 3) The closing of *comment threads*; and
- 4) Comments regarding who is considered to be a Sephardic Jew.

Mayor Brownstein responded that the City of Côte Saint-Luc is a rather small city and that the request for increase in social media presence was made during the last election. He also mentioned that the City's communications department does the best it can in managing the comments that are published on the City's page and mentioned that micromanagement of the department is not an option and he trusts the staff's decision making abilities.

190301

**CONFIRMATION OF THE MINUTES OF THE REGULAR MEETING OF  
COUNCIL DATED FEBRUARY 11, 2019 AT 8:00 P.M.**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT the Minutes of the Regular Meeting of Council dated February 11, 2019 at 8:00 p.m. be and are hereby approved as submitted.”  
CARRIED UNANIMOUSLY

190302

**MONTHLY DEPARTMENTAL REPORTS FOR FEBRUARY 2019**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT the monthly departmental reports submitted for February, 2019 be and are hereby approved as submitted.”  
CARRIED UNANIMOUSLY

190303

**URBAN DEVELOPMENT – AWARDING OF A CONTRACT FOR THE FOR THE  
REHABILITATION OF THE ARENA (C-12-18C)**

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WHEREAS on February 7, 2018 the City of Côte Saint-Luc (“City”) made a public call for tenders for contractor services regarding the rehabilitation of the arena (base option) and as an option, the refrigeration of the Confederation Annexe (option 1) under tender no. C-12-18C and received two (2) conforming bids;

WHEREAS Trempeco Construction inc. is respectively the lowest conforming bidder both for the base option in addition to option 1;

WHEREAS the Côte Saint-Luc City Council (“Council”) considers it appropriate to award the base option immediately;

WHEREAS Council wishes to defer its decision regarding option 1 to another date;

WHEREAS this decision will have no impact on the lowest conforming bidder;

WHEREAS the prices tendered are wholly guaranteed until the expiration of 90 days following the opening of the tender;

It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

“THAT Council hereby awards the base contract to Trempeco Construction inc., the lowest conforming bidder under the law, pursuant to the terms of Tender C-12-18C for a total amount of \$6,569,541.00, plus applicable taxes;

THAT Council reserves it's right pursuant to the terms of Tender C-12-18C to defer its decision regarding option 1 in relation to the Confederation Annexe to another date whereby the prices tendered are wholly guaranteed until the expiration of 90 days following the opening of the tender;

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

THAT \$3,500,000.00 of the described expenses shall be financed from the loan By-law 2505 previously approved May 4, 2018 by the MAMH; that \$1,000,000.00 of the described expenses shall be subject to the approval of financing from the MEES grant; that \$1,800,000.00 of the amount of the described expense shall be covered from the cumulative surplus and that the remaining \$100,000.00 of the described expense shall be covered by the Working Fund as previously approved in December 2018 (resolution #181245);

THAT the issuance of a Treasurer's Certificate by the City Treasurer to attest to the availability of the funds to cover the described expenses will be issued as soon as practicably possible. ”

CARRIED UNANIMOUSLY

190304

**NOTICE OF MOTION – BY-LAW 2529 TO BE ENTITLED: “BY-LAW CREATING THE FEE SCHEDULE FOR THE ELEANOR LONDON CÔTE SAINT-LUC PUBLIC LIBRARY FOR THE PERIOD BETWEEN APRIL 2019 AND AUGUST 2019”**

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Councillor David Tordjman gave Notice of Motion that By-Law 2529 to be entitled: “By-Law creating the fee schedule for the Eleanor London Côte Saint-Luc Public Library for the period between April 2019 and August 2019” will be presented at a later meeting for adoption.

Councillor Tordjman then mentioned the object and the scope of the By-Law 2529 to be entitled: “By-Law creating the fee schedule for the Eleanor London Côte Saint-Luc Public Library for the period between April 2019 and August 2019”.

190305

**FILING OF DRAFT BY-LAW 2217-57-1 ENTITLED: “BY-LAW CREATING THE FEE SCHEDULE FOR THE ELEANOR LONDON CÔTE SAINT-LUC PUBLIC LIBRARY FOR THE PERIOD BETWEEN APRIL 2019 AND AUGUST 2019”**

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Councillor David Tordjman filed draft By-Law 2529 entitled: “By-Law creating the fee schedule for the Eleanor London Côte Saint-Luc Public Library for the period between April 2019 and August 2019”.

190306

**BY-LAW 2528-1 ENTITLED: “BY-LAW 2528-1 AMENDING BY-LAW 2528 CONCERNING TAXES AND TARIFFS OF THE CITY OF CÔTE SAINT-LUC FOR THE FISCAL YEAR 2019” - ADOPTION**

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It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED:

“THAT By-law 2528-1 entitled: “By-Law 2528-1 amending By-Law 2528 concerning taxes and tariffs of the City of Côte Saint-Luc for the fiscal year 2019” be and is hereby adopted.”  
CARRIED UNANIMOUSLY

190307

**RESOLUTION FOR THE CITY TO AUTHORIZE PAYMENT OF \$503,300.00 FROM THE GENERAL FUND REGARDING BOND NO. 85, ORIGINAL FINANCING NO. 12 WHICH CAME DUE ON DECEMBER 4, 2018 AND TO CONFIRM THAT NO REFINANCING WILL TAKE PLACE**

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WHEREAS CSL Bond number 85 (original financing number 12) was issued on December 4, 2013 for a period of five (5) years;

WHEREAS CSL Bond number 85 was due to be refinanced on December 4, 2018 for an amount of \$503,300.00 (capital repayment);

WHEREAS the City of Côte Saint-Luc has decided to pay the amount of \$503,300 from its General fund (2018 operating budget) and to advise the Ministère des Affaires municipales et de l’Habitation (“Ministry”) of this fact;

WHEREAS a resolution is required by the Ministry to confirm authorization of payment regarding bond issues (capital portion) from the General Fund;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED

“THAT the Côte Saint-Luc City Council approves the payment of capital in the amount of \$503,300.00 from the Côte Saint-Luc General Fund (2018 operating budget) regarding Bond issue no. 85 (original financing no. 12);

THAT Treasurer’s certificate No.18-0204 dated March 1, 2019 has been issued by the City Treasurer attesting to the availability of funds to cover the above-described expenses.”  
CARRIED UNANIMOUSLY

190308

**TABLING OF THE LIST OF REIMBURSEMENTS OF COUNCILLORS’ RESEARCH AND SUPPORT EXPENSES FOR 2018**

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The City Clerk confirmed that the list of reimbursements of Councillors’ research and support expenses for 2018 was tabled at tonight’s council meeting by the City Treasurer.

190309

**TABLING OF THE TREASURER'S REPORT CONCERNING ELECTION  
ACTIVITIES FOR THE 2018 FISCAL YEAR**

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The City Clerk confirmed that the Treasurer's report concerning election activities for the 2018 fiscal year was tabled at tonight's council meeting by the City Treasurer.

190310

**RESOLUTION TO APPROVE THE DISBURSEMENTS FOR THE PERIOD OF  
FEBRUARY 1, 2019 TO FEBRUARY 28, 2019**

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It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR DIDA BERKU

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the attached list of disbursements for the period of February 1, 2019 to February 28, 2019 for a total amount of \$4,436,060.23 in Canadian Funds;

THAT Treasurer's certificate No.19-0057 dated March 4, 2019 has been issued by the City Treasurer attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

190311

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

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR SIDNEY BENIZRI

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of the White Collar, auxiliary employees whose names are listed on the document entitled "Auxiliary Employees – White Collars - Hiring", dated March 1, 2019 and that said employees' terms of employment will be as per the conditions of the collective agreement;

THAT Treasurer's certificate number 19-0059, dated March 5, 2019 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

190312

**TABLING OF MISCELLANEOUS RECEIVABLES SETTLED – DECEMBER  
2018 – JANUARY 2019**

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That pursuant to by-law 2506 entitled, "By-Law Concerning the Delegation of Authority to the Officers and Employees of the City" the City Clerk tabled the list entitled: "Table of Miscellaneous Receivables Settled – December 2018 – January

2019” at tonight’s Council Meeting, said Table to form part and parcel of the minutes annexed herewith as Annex A;

190313

**APPOINTMENT OF COUNCILLOR OREN SEBAG AS ACTING MAYOR OF THE CITY OF CÔTE SAINT-LUC – APRIL 1, 2019 UP TO AND UNTIL JUNE 30, 2019**

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It was

MOVED BY COUNCILLOR MIKE COHEN  
SECONDED BY COUNCILLOR SIDNEY BENIZRI

AND RESOLVED:

“THAT Councillor Oren Sebag is and shall be named Acting Mayor of the City of Côte Saint-Luc, effective April 1, 2019 up to and until June 30, 2019 inclusively, and further that the aforementioned Councillor Sebag 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

190314

**AUTHORIZATION TO SETTLE A LAWSUIT WITH (THE LATE) FRANÇOIS MARECHAL AND MARIE-THÉRESE RUMEBE VS. CITY OF CÔTE SAINT-LUC AND DESJARDINS INSURANCE #500-22-243700-179**

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WHEREAS on December 1, 2017 François Maréchal and Marie-Thérèse Rumebe filed a lawsuit against the City of Côte Saint-Luc and Desjardins Insurances for \$36,094.89 (“the Lawsuit”);

WHEREAS the parties all wish to amicably resolve the Lawsuit;

It was

MOVED BY COUNCILOR DIDA BERKU  
SECONDED BY COUNCILOR MIKE COHEN

AND RESOLVED:

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

THAT the Côte Saint-Luc City Council (“Council”) hereby authorizes the City to settle the Lawsuit numbered 500-22-243700-179 for an amount of \$3,750.00, inclusive of applicable taxes, capital, interests and costs contingent upon co-Defendant Desjardins contributing \$6,250.00 thus for a combined global settlement (“Settlement”) of \$10,000.00;

THAT the aforementioned Settlement shall be further contingent upon the signature of a Quittance whose wording shall be at the satisfaction of the Director of Legal Services or the City’s General Counsel;

THAT the Director of Legal Services or the City’s General Counsel be and shall hereby be authorized to sign any document to give effect to the afore-described Settlement;

THAT Treasurer's certificate number TC19-0061 dated March 6, 2019 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

190315

**UNION DES MUNICIPALITÉS DU QUÉBEC – COMMON GROUP TENDER FOR INSURANCE PRODUCTS FOR 2019-2024 CYBER SECURITY RISKS**

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WHEREAS in conformity with article 29.9.1 of the *Cities and Towns Acts*, the City of Côte Saint-Luc wishes to join the Union des Municipalité du Québec ("UMQ") and its common group tender for insurance products for cyber security risks for the 2019-2024 period;

It was

MOVED BY COUNCILLOR STEVEN ERDELYI  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

"THAT the City of Côte Saint-Luc, hereby:

- JOINS the UMQ group tender and mandates them, for the purpose of awarding a contract for insurance products for cyber security risks for the period between July 1, 2019 to July 1, 2024;
- AUTHORIZES the Mayor or the City Clerk to sign, for and in the name of the City of Côte Saint-Luc, the agreement entitled "*ENTENTE de regroupement de municipalités du Québec relativement à l'achat en commun de produits d'assurance pour les cyber-risques*" submitted and attached herewith as Annex B forming an integral part hereof as if it were recited in its entirety;

In accordance with the law, a municipality accepts that a municipality that presently doesn't participate in the group tender, may ask, during a contract, by resolution, its adhesion to the present group tender, subject to the UMQ's approval and that the municipality that wishes to join the group tender undertakes to respect each and every one of the conditions provided by the contract documents, with the expenses required by the UMQ and the insurance contract and the consultant's mandate, the whole awarded accordingly. And that a municipality who wishes to participate should not be allowed to do so if it distorts the principal elements of the call for tender process, the contract or the mandate in question."

CARRIED UNANIMOUSLY

190316

**PUBLIC AFFAIRS AND COMMUNICATIONS – AUTHORIZATION FOR THE PAYMENT OF INVOICES FROM CANADA POST**

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WHEREAS, the City of Côte Saint-Luc uses the services of Canada Post for bulk mail distribution, mail pick-up service and other related services;

It was

MOVED BY COUNCILLOR MIKE COHEN  
SECONDED BY COUNCILLOR STEVEN ERDELYI

AND RESOLVED:



“THAT the Côte Saint-Luc City Council (“Council”) authorizes the payment of invoices to Canada Post for the 2019 calendar year;

THAT the Council approves the associated expense in the amount of \$35,000, plus applicable taxes;

THAT Treasurer’s certificate number TC 19-0044 dated February 14, 2019, has been issued by the Treasurer attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

190317

**LEGAL – APPROVAL OF AN OFFER TO PURCHASE AGREEMENT IN REGARDS TO A CITY-OWNED LANE SITUATED AT 7001-7005 MACKLE ROAD WITH THE SEPHARADIC KOLLEL AVRECHIM FOUNDATION (K-42-18)**

This item was deferred to a subsequent meeting.

190318

**URBAN DEVELOPMENT – DESIGNATION OF A SIGNATORY FOR THE GRANT AGREEMENT TO BE CONCLUDED WITH THE MINISTÈRE DE L’ÉDUCATION ET DE L’ENSEIGNEMENT SUPÉRIEUR IN REGARDS TO THE REHABILITATION OF THE SAMUEL MOSKOVITCH ARENA (“ARENA”)**

WHEREAS the City of Côte Saint-Luc (“City”) has presented the project entitled *Replacement of Samuel Moskovitch Arena’s Refrigeration System* to the Ministère de l’Éducation et de l’Enseignement supérieur (“MEES”) in the context of the *Programme de soutien pour le remplacement ou la modification des systèmes de réfrigération fonctionnant aux gaz R-12 ou R-22: arénas et centres de curling* which aims to reduce and eliminate ozone-depleting substances by the year 2020 as related to the refrigeration of the municipal Arena;

WHEREAS the MEES requires that the City adopt a resolution designating a signatory for the grant agreement to be concluded in the future for the *Programme de soutien pour le remplacement ou la modification des systèmes de réfrigération*;

It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED

“THAT the City of Côte Saint-Luc City Council hereby designates Mr. Charles Senekal, Director of the Urban Development Department, as the person authorized to act in its name and to sign the grant agreement to be concluded with the Ministère de l’Éducation et de l’Enseignement supérieur in its name, as well as all documents related to the project entitled *Replacement of Samuel Moskovitch Arena’s Refrigeration System*.”

CARRIED UNANIMOUSLY

190319

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION PROGRAMS (SPAIP) – 5552 ALPINE – CITY OF CÔTE SAINT-LUC**

It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT the site planning and architectural integration programs received January 17, 2019 showing modifications and the addition of an extension to an existing, single-family dwelling, on lot 2090153 at 5552 Alpine and prepared by Planimage, architecture and design firm; for the Planning Advisory Committee meeting of February 26, 2019, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”  
CARRIED UNANIMOUSLY

190320

**URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION PROGRAMS (SPAIP) – 8267 MACKLE – CITY OF CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT the site planning and architectural integration programs received January 11, 2019 showing the construction of a new, single-family, detached dwelling, on lot 2234200 at 8267 Mackle and prepared by Missyl Design, architect; for the Planning Advisory Committee meeting of January 22, 2019, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc.”  
CARRIED UNANIMOUSLY

190321

**URBAN PLANNING – MINOR EXEMPTION REQUEST – 5552 ALPINE – CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 5552 Alpine, Lot 2090153, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow for an existing, detached split-level single-family dwelling, to have a construction of two-storey addition without having to provide a two-car garage (one car garage currently existing) when the dwelling area is more than 167,22 sq.m. (1,800 sq.ft.), excluding the area of the garage and basement floor. The whole notwithstanding the provisions of Zoning By-law 2217, Article 7-2-1a).”  
CARRIED UNANIMOUSLY

190322

**URBAN PLANNING – MINOR EXEMPTION REQUEST – 5765 TRINITY –  
CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 5765 Trinity, Lot 1053547, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow for an existing, detached, single-family dwelling built in 1962 under permit no. 1680, to be located at 1.9m (6.23ft) from the South/ East side Land line instead of the minimum required side setback of 1.98m (6.5ft). The whole notwithstanding the provisions of Zoning By-law 2217, Annex “B” (Zone RU-44).”

CARRIED UNANIMOUSLY

190323

**URBAN PLANNING – MINOR EXEMPTION REQUEST – 6846 KILDARE –  
CÔTE SAINT-LUC**

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It was

MOVED BY COUNCILLOR DIDA BERKU  
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 6846 Kildare, Lot 1052337, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow for an existing, single-family, detached dwelling to have a rear concrete balcony built in 2009 under permit no. 14216 to be located at:

- a) 1,91m (6.26 ft.) from the North/East side Land line instead of the minimum required side setback of 1,98m (6.5 ft.);
- b) 1,97m (6.46 ft.) from the South/West side Land line instead of the minimum required side setback of 1,98m (6.5 ft.).

The whole notwithstanding the provisions of Zoning By-law no. 2217, Article 4-4-5 a).”

CARRIED UNANIMOUSLY

190324

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

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WHEREAS according to section 4 of *An Act respecting the exercise of certain municipal powers in certain urban agglomerations* (CQLR, c. E-20.001)

(hereinafter “the Act”), the urban agglomeration of Montreal is made up *inter alia*, of the City of Côte Saint-Luc since January 1, 2006;

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

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

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

WHEREAS agglomeration council meetings may be held in April 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 MIKE COHEN

AND RESOLVED

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

CARRIED UNANIMOUSLY

## **SECOND QUESTION PERIOD**

There were no questions asked.

190325

## **APPROVAL OF THE ADJOURNMENT OF THE MEETING**

It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR DAVID TORDJMAN

AND RESOLVED:

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

CARRIED UNANIMOUSLY

**AT 9:21 P.M. MAYOR BROWNSTEIN DECLARED THE MEETING  
ADJOURNED.**

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MITCHELL BROWNSTEIN  
MAYOR

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JASON PRÉVOST  
ASSISTANT CITY CLERK

<b>LIST OF ANNEXES</b>		
<b>Resolution number</b>	<b>Corresponding Annex</b>	<b>Document</b>
190312	Annex A	Table of Miscellaneous Receivables Settled – December 2018 – January 2019
190315	Annex B	ENTENTE de regroupement de municipalités du Québec relativement à l'achat en commun de produits d'assurance pour les cyber-risques

**TABLE OF MISCELLANEOUS RECEIVABLES SETTLED  
DECEMBER 2018 – JANUARY 2019**

	NAME AND ACCOUNT #	DETAILS	DATE OF INVOICE AND NUMBER	DATE OF LAWSUIT	AMOUNT CLAIMED	AMOUNT SETTLED FOR <sup>1</sup>
1.	Ville de Montréal 1620-2017-036	Yearly costs affiliated with the maintenance of the CSL Pump Station	11/05/2018 2018-000079	N/A	\$2,777.80	\$2,777.80
2.	9422340 Canada Inc. (BSR Group) 1620-2018-004	Lease agreement file / BSR Group (K-50-16) Cheque received - discontinuance filed - file closed	N/A	01/12/2018	\$14,209.02	\$15,791.25
3.	9422340 Canada Inc. (BSR Group) 1620-2018-004	Second Lawsuit to recover lease monies	N/A	07/11/2018	\$18,613.99	\$17,213.34
4.	INTACT INSURANCE FOR: Seon Kenrick Lynch 1620-2018-025	Car accident on Westminister - damage to steel railing (PS #SP44-180514-001)	07/05/2018 2018-000052	N/A	\$5,433.12	\$5,433.12
5.	Sécurité Nationale Compagnie D'assurance 1620-2018-029	Vehicle accident - damage to gate at ACC (SP44-180629-002)	09/18/2018 2018-000068	N/A	\$2,929.06	\$2,929.06
6.	Chubb Insurance 1620-2018-031	Truck hit wires at the overpass Fleet & Cavendish Claimant alleged wires were non-conformingly low	09/18/2018 2018-000069	N/A	\$3,359.21	\$1,679.61
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8.	Assurance Ledor 1620-2018-034	Road rage – accident Côte Saint-Luc Road & Sunnybrooke – damage to city lamppost	11/08/2018 2018-000082 Paid in full	01/17/2019	\$14,652.13	\$14,652.13
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	<b>GRAND TOTAL</b>				<b>\$91,371.91</b>	<b>\$88,287.15</b>

# ENTENTE

## DE REGROUPEMENT DE MUNICIPALITÉS AU SEIN DE L'UNION DES MUNICIPALITÉS DU QUÉBEC RELATIVEMENT À L'ACHAT EN COMMUN DE PRODUITS D'ASSURANCE POUR LES CYBER-RISQUES 2019-2024

- **MUNICIPALITÉ DE CÔTE SAINT-LUC** dûment autorisée en vertu de la résolution numéro 190315, adoptée lors de sa séance du 11 mars 2019 ladite résolution étant annexée aux présentes;

**CI-APRÈS RÉUNIES AU SEIN DU REGROUPEMENT DE MUNICIPALITÉS POUR L'ACHAT EN COMMUN DE PRODUITS D'ASSURANCE POUR LES CYBER-RISQUES**

**ET**

**CI-APRÈS DÉCIGNÉES COLLECTIVEMENT AUX PRÉSENTES : «LE REGROUPEMENT»**

Les parties conviennent de ce qui suit :

### **ARTICLE 1 : BUT**

Le but de la présente entente est de permettre l'UMQ de préparer la documentation requise, d'aller en appel d'offres public pour les municipalités du regroupement et d'acheter des produits d'assurance pour les cyber-risques à meilleur coût.

### **ARTICLE 2 : PARTIE DÉSIGNÉE POUR FAIRE LA DEMANDE COMMUNE DE SOUMISSIONS PUBLIQUES**

Conformément à la loi, chaque municipalité a désigné, par une résolution autorisant la signature des présentes, l'Union des municipalités du Québec à titre de mandataire laquelle est notamment autorisée à procéder à la demande commune de soumissions publiques au nom du regroupement pour l'achat de produits d'assurance pour les cyber-risques et leur renouvellement à l'intérieur du terme fixé.

### **ARTICLE 3 : DURÉE DE L'ENTENTE**

La présente entente sera d'une durée de cinq (5) ans, soit du 1<sup>er</sup> juillet 2019 au 1<sup>er</sup> juillet 2024.

### **ARTICLE 4 : MODIFICATION À L'ENTENTE**

Toute modification à la présente entente doit être approuvée à la majorité des membres du regroupement. Elle doit être constatée par un écrit qui demeure annexé à l'entente.

### **ARTICLE 5 : FORMATION ET COMPOSITION D'UN COMITÉ**

Pour veiller à l'application de la présente entente et effectuer les recommandations appropriées, les parties conviennent de former un comité qui est composé du directeur général ou du greffier, ou leur mandataire, de chacune des municipalités partie au regroupement.

Selon le nombre de participants, l'UMQ peut plutôt former un comité restreint composé de représentants des municipalités participantes.



#### **ARTICLE 6 : QUORUM DU COMITÉ**

Les représentants des parties au regroupement, présents à une réunion, forment un quorum suffisant pour tenir ladite réunion.

#### **ARTICLE 7 : POUVOIRS DU COMITÉ**

Le comité peut fixer ses règles de fonctionnement interne et en transmettre une copie aux parties.

#### **ARTICLE 8 : ENGAGEMENT DES PARTIES AU REGROUPEMENT**

Chacune des parties membres du regroupement s'engage à effectuer l'achat de produits d'assurance pour les cyber-risques auprès du soumissionnaire retenu par l'UMQ, en conformité avec la loi et ce, pour la durée des présentes.

Chaque partie doit fournir les renseignements la concernant qui sont nécessaires à la rédaction des cahiers des charges. Chaque partie s'engage à conduire ses affaires de manière prudente, raisonnable et à minimiser les risques de sinistres.

#### **ARTICLE 9 : POLICE D'ASSURANCE**

Chaque partie détermine les protections d'assurance dont elle désire bénéficier. Les protections et toutes les conditions afférentes, propres à ce type d'assurance, sont contenues dans des polices d'assurance distinctes et/ou des certificats qui sont personnalisés, référant à des polices maîtresses, émis au nom de chaque partie membre du regroupement.

Les polices d'assurance de toutes les parties à l'entente entreront en vigueur le 1<sup>er</sup> juillet 2019. Elles seront renouvelées par la suite le 1<sup>er</sup> juillet de chaque année pour des périodes consécutives d'un an, et ce jusqu'au 1<sup>er</sup> juillet 2024. L'UMQ se réserve toutefois le droit de retourner en appel d'offres si les conditions annuelles de renouvellement soumises s'avéraient non satisfaisantes.

#### **ARTICLE 10 : PRIME, FRAIS ET LITIGE**

Chaque partie membre du regroupement recevra du courtier, l'adjudicataire au contrat des produits d'assurance pour les cyber-risques, une facturation distincte concernant les primes et les frais, dont les frais d'administration de l'assureur et ceux visés à l'article 14, qu'elle doit payer.

Il est aussi convenu que, bien que l'UMQ, en tant qu'adjudicateur, prenne les précautions raisonnables à l'égard des présentes, chaque partie membre du regroupement s'engage à régler elle-même tout litige qui pourrait survenir suite ou à l'occasion des présentes, y compris celui entre elle et l'assureur ou le courtier de ce dernier.

#### **ARTICLE 11 : ADHÉSION D'UNE PARTIE**

Sous réserve des dispositions législatives concernant la modification des contrats, une municipalité qui ne participe pas au regroupement peut demander, par résolution, d'adhérer à la présente entente et au regroupement d'achat en cours de contrat. Elle doit mandater l'UMQ et celle-ci pourra, si requis, mandater à son tour un consultant pour faire l'analyse de son portefeuille de cyber assurance et de son expérience.

Dans ce cas, la municipalité doit s'engager à respecter toutes les conditions prévues au cahier des charges, au contrat d'assurances adjugé en conséquence.

#### **ARTICLE 12 : RETRAIT D'UNE PARTIE**

Nonobstant l'article 3, une municipalité peut demander, par résolution, son retrait à la présente entente.

#### **ARTICLE 13 : EXPULSION D'UNE PARTIE**

Le comité se réserve le droit de recommander l'expulsion d'une partie qui ne se conforme pas aux décisions prises par le comité et aux avis qui lui sont expédiés.

Suite au dépôt de la recommandation à l'UMQ, la décision est prise de procéder ou non à l'expulsion.

**ARTICLE 14 : FRAIS D'ADMINISTRATION UMQ**

Chaque partie membre du regroupement s'engage à verser, en guise de frais d'administration en faveur de l'UMQ, un montant annuel correspondant aux montants indiqués au tableau ci-après, taxes en sus :

<b>Population</b>	<b>Membre UMQ</b>	<b>Non membre UMQ</b>
Moins de 5 000 habitants	75 \$	125 \$
5 001 à 10 000 habitants	150\$	200 \$
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# ENTENTE

**DE REGROUPEMENT DE MUNICIPALITÉS AU SEIN DE  
L'UNION DES MUNICIPALITÉS DU QUÉBEC  
RELATIVEMENT À L'ACHAT EN COMMUN DE PRODUITS D'ASSURANCE  
POUR LES CYBER-RISQUES 2019-2024**

**EN FOI DE QUOI, LES PARTIES ONT SIGNÉ LA PRÉSENTE  
ENTENTE AUX ENDROITS ET AUX DATES CI-APRÈS  
MENTIONNÉS :**

Date : \_\_\_\_\_

**MUNICIPALITÉ DE CÔTE SAINT-LUC**

À : Côte Saint-Luc \_\_\_\_\_

Date : \_\_\_\_\_

Par : \_\_\_\_\_  
Titre Greffier

Par : \_\_\_\_\_  
Titre

**TABLE OF MISCELLANEOUS RECEIVABLES SETTLED  
DECEMBER 2018 – JANUARY 2019**

	NAME AND ACCOUNT #	DETAILS	DATE OF INVOICE AND NUMBER	DATE OF LAWSUIT	AMOUNT CLAIMED	AMOUNT SETTLED FOR <sup>1</sup>
1.	Ville de Montréal 1620-2017-036	Yearly costs affiliated with the maintenance of the CSL Pump Station	11/05/2018 2018-000079	N/A	\$2,777.80	\$2,777.80
2.	9422340 Canada Inc. (BSR Group) 1620-2018-004	Lease agreement file / BSR Group (K-50-16) Cheque received - discontinuance filed - file closed	N/A	01/12/2018	\$14,209.02	\$15,791.25
3.	9422340 Canada Inc. (BSR Group) 1620-2018-004	Second Lawsuit to recover lease monies	N/A	07/11/2018	\$18,613.99	\$17,213.34
4.	INTACT INSURANCE FOR: Seon Kenrick Lynch 1620-2018-025	Car accident on Westminister - damage to steel railing (PS #SP44-180514-001)	07/05/2018 2018-000052	N/A	\$5,433.12	\$5,433.12
5.	Sécurité Nationale Compagnie D'assurance 1620-2018-029	Vehicle accident - damage to gate at ACC (SP44-180629-002)	09/18/2018 2018-000068	N/A	\$2,929.06	\$2,929.06
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**MUNICIPALITÉ DE CÔTE SAINT-LUC**

À : Côte Saint-Luc \_\_\_\_\_

Date : \_\_\_\_\_

Par : \_\_\_\_\_  
Titre Greffier

Par : \_\_\_\_\_  
Titre