

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL HELD ON
WEDNESDAY, OCTOBER 23, 2019, AT 5801 CAVENDISH BOULEVARD,
CÔTE SAINT-LUC, AT 8:00 P.M.**

PRESENT:

Mayor Mitchell Brownstein, B. Comm., B.C.L., L.L.B. presiding
Councillor Dida Berku, B.C.L.
Councillor Mike Cohen, B.A.
Councillor Mitch Kujavsky, B.Comm.
Councillor Oren Sebag, B.Sc. RN MBA
Councillor David Tordjman, ing.

ABSENT:

Councillor Sidney Benizri
Councillor Steven Erdelyi, B.Sc., B.Ed.

ALSO PRESENT:

Ms. Tanya Abramovitch, City Manager
M^e Jonathan Shecter, Co-City Manager, Director of Legal Services
and City Clerk
Ms. Nadia Di Furia, Associate City Manager
M^e Jason Prévost, Assistant City Clerk, acted as Secretary of the
meeting

**ISSUANCE OF EMERGENCY MEDICAL SERVICES EXEMPLARY SERVICE
MEDAL**

City Council awarded the Emergency Medical Services Exemplary Service Medal to Mrs. Joy Rodgers and Mr. Howard Wong. Commemorative pictures were taken with the recipients of this award and Council members.

QUESTION PERIOD

The question period started at 8:45 p.m. and finished at 9:24 p.m. Ten (10) people asked to speak and they were heard.

1) Allan Levine

The resident inquired about the possibility of modifying the three year assessment roll to a five or ten year assessment roll. Mayor Brownstein took note of the resident's suggestion.

2) Bernard Cohen

The resident inquired about baseball field availabilities at Gary Carter Park; to which Mayor Brownstein responded that he should contact him and the question will be redirected to the Park and Recreation department.

3) Monique Assouline

The resident inquired about the development project on the lot between Cavendish and Freud, more specifically, she provided a series of questions on the matter; to

which Mayor Brownstein and councillor Berku both responded that the City would take the time to answer her questions in a detailed manner.

4) Toby Shulman

The resident inquired about the location of benches in the City as well as having more of them and the delays associated with the renovations of Kirwan Park; to which Mayor Brownstein responded that these matters will be taken into consideration in the 2020 City budget.

5) Marissa Sidel

The resident inquired about the state of the building (and its surroundings) across her business establishment on the Avenue; to which Mayor Brownstein responded that the City is pursuing the issue.

The resident further inquired if there were any formal zoning change requests for the Cavendish Mall; to which Mayor Brownstein responded that there are currently no formal requests made.

The resident further inquired about small businesses located in residential buildings; to which Mayor Brownstein mentioned that the City is aware of the issue and must determine a general and city-wide approach on the matter.

6) Lili Yesovitch

The resident wished to bring to council's attention an incident that occurred a few weeks ago at the ACC; to which Mayor Brownstein responded that the incident is being taken seriously and an investigation is on-going with the appropriate city representatives.

7) Irving Itman

The resident asked for clarification with regards to the Kirwan Park renovations; to which Mayor Brownstein responded by explaining the schedule for completion of the project.

8) Jeffrey Kovac

The resident mentioned that he will be running for the position of councillor in District 8 of the City and further inquired about the date of the by-election; to which Me Jason Prévost, Returning Officer for the 2020 by-election, responded that he is currently in discussion with the *Ministère des Affaires municipales et de l'habitation* in order to schedule the date of the 2020 by-election.

9) Wibke Scheid

The resident inquired about the addition of green spaces in the City; to which Mayor Brownstein responded that an employee was hired in the Public Works department to deal with this matter and that she will be put in contact with said employee.

The resident further inquired about gas-powered mowers and leaf blowers, and asked if the City had made a decision on banning this type of equipment; to which Mayor Brownstein mentioned that they are not banned at this time, but that council is aware of the issue.

10) Sharon Freedman

The resident inquired about eco-friendly “velos” and if the City would be interested in implementing this mode of transportation; to which Mayor Brownstein invited the resident to send him pictures of these “velos” to potentially further discuss the suggestion.

191004

**CONFIRMATION OF THE MINUTES OF THE SPECIAL MEETING OF COUNCIL
DATED SEPTEMBER 9, 2019 AT 7:45 P.M.**

It was

MOVED BY COUNCILLOR MIKE COHEN
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED:

“THAT the Minutes of the Special Meeting of Council dated September 9, 2019 at 7:45 p.m. be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

191005

**CONFIRMATION OF THE MINUTES OF THE REGULAR MEETING OF
COUNCIL DATED SEPTEMBER 9, 2019 AT 8:00 P.M.**

It was

MOVED BY COUNCILLOR MIKE COHEN
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED:

“THAT the Minutes of the Regular Meeting of Council dated September 9, 2019 at 8:00 p.m. be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

191006

**CONFIRMATION OF THE MINUTES OF THE SPECIAL MEETING OF COUNCIL
DATED SEPTEMBER 23, 2019 AT 5:55 P.M.**

It was

MOVED BY COUNCILLOR MIKE COHEN
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED:

“THAT the Minutes of the Special Meeting of Council dated September 23, 2019 at 5:55 p.m. be and are hereby approved as submitted.”
CARRIED UNANIMOUSLY

191007

MONTHLY DEPARTMENTAL REPORTS FOR SEPTEMBER 2019

It was

MOVED BY COUNCILLOR OREN SEBAG
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

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

CARRIED UNANIMOUSLY

191008

**LIBRARY – AUTHORIZATION TO APPLY FOR A GRANT FROM THE QUEBEC
MINISTER OF CULTURE AND COMMUNICATIONS**

WHEREAS the Quebec Minister of Culture and Communications (“Minister”) has made funds available to cultural and community organizations through the call for projects “Culture and Inclusion”;

WHEREAS in order to be eligible for the grant from the Minister, the Côte Saint-Luc City Council (“Council”) is required to give the authorization to make an application for said grant;

It was

MOVED BY COUNCILLOR DAVID TORDJMAN
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED:

“THAT the Council hereby authorizes the City of Côte Saint-Luc to request a grant for financial aid from the Minister under the call for projects “Culture and Inclusion” – for the Accessibility Programming project for 2020;

THAT the Library Director, or in her absence, the Manager of Family and Community Services, be hereby authorized to sign all documents related to this request, in particular the agreement to be signed with the Minister.”

CARRIED UNANIMOUSLY

191009

**RESOLUTION TO APPROVE THE DISBURSEMENTS FOR THE PERIOD OF
SEPTEMBER 1, 2019 TO SEPTEMBER 30, 2019**

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED:

“THAT the Côte Saint-Luc City Council approves the list of disbursements for the period of September 1, 2019 to September 30, 2019 for a total amount of \$3,840,560.73 in Canadian Funds;

THAT Treasurer's certificate No.19-0126 dated October 15, 2019 has been issued by the City Treasurer attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

191010

**HUMAN RESOURCES – ELEANOR LONDON CÔTE SAINT-LUC LIBRARY –
APPOINTMENT OF THE COORDINATOR OF INSTRUCTIONAL SERVICES
AND RESEARCH – PERMANENT, MANAGEMENT POSITION**

It was

MOVED BY COUNCILLOR DAVID TORDJMAN
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the appointment of Taleen Aktorosian as the Coordinator of Instructional Services and Research, a permanent, management position, effective August 21, 2019;

THAT Treasurer's certificate number 19-0121, dated September 16, 2019 has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

191011

**HUMAN RESOURCES – PUBLIC SAFETY – APPOINTMENT OF DIRECTOR OF
PUBLIC SAFETY - PERMANENT, MANAGEMENT POSITION**

It was

MOVED BY COUNCILLOR OREN SEBAG
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the appointment of Philip Chateauvert as the Director of Public Safety into a permanent, management position, effective June 3, 2019;

THAT Treasurer's certificate number 19-0120 dated September 16, 2019, has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

191012

**HUMAN RESOURCES – PUBLIC SAFETY - HIRING OF AN ON-CALL
DISPATCHER – AUXILIARY, WHITE COLLAR POSITION**

It was

MOVED BY COUNCILLOR OREN SEBAG
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the hiring of Peterson Laventure as an on-call Dispatcher (white collar, auxiliary position), effective August 8, 2019;

THAT Treasurer's certificate number 19-0125, dated September 16, 2019, has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

191013

HUMAN RESOURCES – PUBLIC WORKS – HIRING OF AN ENVIRONMENTAL TECHNICIAN – WHITE COLLAR, PERMANENT POSITION

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOVED

"THAT the Côte Saint-Luc City Council approves the hiring of Isabella Pietracupa as an Environmental Technician (white collar, permanent position), effective July 29, 2019;

THAT Treasurer's certificate number 19-0119, dated September 16, 2019, has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

191014

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

It was

MOVED BY COUNCILLOR DAVID TORDJMAN
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOVED

"THAT the Côte Saint-Luc City Council approves the hiring of Maria Miniello as an on-call Library Clerk (white collar, auxiliary position), effective August 27, 2019;

THAT Treasurer's certificate number 19-0122, dated September 16, 2019, has been issued by the City Treasurer, attesting to the availability of funds to cover the above-described expenses."

CARRIED UNANIMOUSLY

191015

**HUMAN RESOURCES – FINANCE – STATUS CHANGE – OFFICE AGENT,
AUXILIARY POSITION, TO OFFICE AGENT, PERMANENT POSITION –
WHITE COLLAR**

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the change of Adams Azeroual's employment status from an auxiliary employee (Office Agent), to a permanent employee (Office Agent), effective August 5, 2019."
CARRIED UNANIMOUSLY

191016

**HUMAN RESOURCES – PARKS AND RECREATION – TERMINATION OF
EMPLOYMENT OF WHITE COLLAR, AUXILIARY EMPLOYEES**

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED

"THAT the Côte Saint-Luc City Council approves the termination of employment of white collar, auxiliary employees numbered 3115, 3154 and 3264, effective September 9, 2019. Furthermore, the termination of white collar, auxiliary employee number 1003190, will be effective September 12, 2019."
CARRIED UNANIMOUSLY

191017

**AUTHORIZATION TO EXTEND AN IRREVOCABLE LETTER OF CREDIT IN
ORDER TO SECURE THE COMPLETION OF THE CONSTRUCTION OF THE
MIXED-USE BUILDING LOCATED WITHIN ZONE HM-6**

WHEREAS, pursuant to by-law 2345 governing the demolition of buildings, on October 4, 2010, the City of Côte-Saint-Luc ("the City") received an irrevocable letter of credit ("Letter"), given by Otera Capital issued by the Scotiabank and in favour of the City, said Letter annexed herewith as Annex A to form an integral part of this resolution;

WHEREAS the Letter was issued for an amount of 3.5 million dollars to secure the completion of various phases of the Cavendish Mall redevelopment project, including, but not limited to, the sale of lots destined and zoned for single-family homes;

WHEREAS on June 27, 2012, the City requested that the Letter be renewed for its full value;

WHEREAS, pursuant to by-law 2345 and upon the fulfillment of its terms and conditions:

- On August 13, 2012, the monetary guarantee was reduced by \$510,601.00 since thirteen (13) lots destined and zoned for single-family homes were sold (resolution number 120813);
- On September 10, 2012, the Côte Saint-Luc City Council (“Council”) further reduced the amount of the monetary guarantee to \$667,709.00 since seventeen (17) additional lots destined and zoned for single-family homes were sold (resolution number 120911);
- On October 20, 2014, (resolution number 141018) the monetary guarantee was completely reduced save and except for:
 - The building of the mixed-use building (zoned HM-6) for which an amount of \$387,139.00 must be withheld; and
 - \$386,642.00 representing the construction of four (4) semi-detached homes (\$101,294) and fourteen (14) townhouses (\$284,178);
- On December 15, 2014, Council adopted a revised timeline to dovetail with the two (2) remaining phases (building of mixed-use building and receipt of occupancy permits of townhouses) (resolution number 141242); and
- On September 21, 2015, Council authorized a full reduction in the 3.5 million dollar monetary guarantee save and except an amount of \$387,139.00 for the building of the mixed-use building (Zone HM-6), the only remaining phase, and Council declared that the construction of the mixed-use building located within Zone HM-6 shall be completed by October of 2018 (resolution number 150919);
- On September 11, 2017 Council adopted resolution 170914 authorizing an extension of the irrevocable Letter of Credit;
- On October 15, 2018, Council adopted resolution 181020 authorizing an extension of the irrevocable Letter of Credit;

WHEREAS, the construction of the mixed-used building located within Zone HM-6 is still ongoing;

WHEREAS the current Letter expired on September 25, 2019 but was renewed for one more year;

It was

MOVED BY COUNCILLOR MIKE COHEN
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED:

“THAT Côte-Saint-Luc Council hereby ratifies the granting of the extension of an irrevocable letter of credit for one full year (until September 25, 2020) under the same terms and conditions in order to secure the completion of the construction of the mixed-use building located within Zone HM-6, the whole as per said letter annexed herewith as Annex B.”

CARRIED UNANIMOUSLY

191018

**TABLING OF NOTICE OF VACANCY CONCERNING THE POSITION OF
COUNCIL MEMBER IN DISTRICT 8 OF THE CITY OF CÔTE SAINT-LUC**

The Assistant City Clerk tabled a memo entitled: “Notice of vacant position of District 8 Council member of the City of Côte Saint-Luc” dated October 23, 2019 at tonight’s council meeting. The aforementioned Notice was read out loud to each of the six (6) Members of Council who were present at tonight’s meeting. The aforementioned Notice is also annexed to the Minutes as Annex C to form an integral part thereof as if recited again hereinafter at length.

191019

**TABLING OF RESOLUTION CMQ-67184 FROM THE COMMISSION
MUNICIPALE DU QUÉBEC APPOINTING M^E JASON PRÉVOST AS
PRESIDENT OF THE UPCOMING BY-ELECTION**

The Assistant City Clerk tabled resolution CMQ-67184 from the *Commission municipale du Québec* appointing M^e Jason Prévost as President of the upcoming by-election.

191020

**PUBLIC WORKS – AWARDING OF A CONTRACT FOR PURCHASE OF ONE
(1) 2019 BANDIT 2550XP STUMP GRINDER 4X4 OR MORE RECENT**

WHEREAS the City of Côte Saint-Luc (“City”) issued a public call for tenders under tender no. C-28-19 for the purchase one (1) 2019 Bandit 2550xp stump grinder 4x4 or more recent and received one (1) bid from Les Entreprises Douglas Powertech Inc.;

It was

MOVED BY COUNCILLOR DAVID TORDJMAN
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED

“THAT pursuant to the terms of tender no. C-28-19, the Côte Saint-Luc City Council hereby awards a contract to Les Entreprises Douglas Powertech Inc., the sole bidder, up to a maximum of \$70,015.27, plus applicable taxes;

THAT the described expenses shall be financed from loan By-law 2526 entitled: “By-law 2526 authorizing a loan of \$700,000 for the purchase of vehicles and equipment”, previously approved by the *Ministère des affaires municipales et habitation*;

THAT Treasurer’s Certificate No. TC 19-0127 dated October 16, 2019 has been issued by the City Treasurer, attesting to the availability of funds to cover the described expenses.”

CARRIED BY THE MAJORITY OF VOTES WITH COUNCILLOR MITCH KUJAVSKY DISSENTING

191021

**PUBLIC WORKS – ADOPTION OF GROUP TENDER FOR ROAD SALT FOR
THE 2019-2020 WINTER SEASON (G-03-19-20)**

WHEREAS on April 3, 2017, the Côte Saint-Luc City Council adopted resolution no. 170421 authorizing the City to participate in group tenders with the City of Montreal;

WHEREAS the City of Montreal launched a group tender for road salt under tender no. 19-17656 for the 2019-2020 winter season, commencing September 20, 2019 and ending April 30, 2020;

WHEREAS according to Montreal’s analysis of the bids, the lowest conforming bidder for the City was Compass Minerals Canada Corp. for the price of \$102.35 per metric ton, including delivery, before taxes;

WHEREAS the City has no minimum purchase obligations

It was

MOVED BY COUNCILLOR MITCH KUJAVSKY
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED:

“THAT the Côte Saint-Luc City Council hereby awards a contract, pursuant to this Montreal Group Tender, to Compass Minerals Canada Corp. for the purchase and delivery of regular road salt for the 2019-2020 winter season for the price of \$102.35 per metric ton, including delivery, for an estimated quantity of road salt (without obligation) of 6,720 metric tons, for a total maximum amount of \$687,792.00, plus applicable taxes, plus up to 20% more at the same unit price;

THAT Treasurer’s Certificate TC 19-0128 has been issued on October 16, 2019 by the City Treasurer attesting to the availability of funds to cover the estimated volume of road salt required for the 2019 portion of the 2019-2020 winter season;

THAT as soon as practicable at the beginning of the 2020 calendar year, the Public Works Director shall procure a Treasurer’s Certificate attesting to the availability of funds to cover the anticipated expenditure relating to the 2020 portion of the 2019-2020 winter season;

THAT as these are only estimates, should actual consumption at the end of the said snow season exceed 6,720 metric tons, the City’s Public Works Director shall seek an appropriate change order in accordance with the City’s change order procedures and delegated authority by-law.”

CARRIED UNANIMOUSLY

191022

PUBLIC WORKS – RENEWAL OF THE AGREEMENT FOR THE DUMPING OF SNOW BETWEEN THE CITY OF CÔTE SAINT-LUC AND THE TOWN OF HAMPSTEAD (K-36-19-20)

WHEREAS the City of Côte Saint-Luc (“City”) entered into an agreement with the Town of Hampstead in 2009 for the purpose of dumping the snow in the City’s snow dump;

WHEREAS the City wishes to renew the agreement for the seventh time;

It was

MOVED BY COUNCILLOR MITCH KUJAVSKY
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED:

“THAT the Côte Saint-Luc City Council hereby approves and adopts the Letter Renewal Agreement (“Seventh Renewal”) effective November 1, 2019, annexed hereto as Annex D to form an integral part thereof, which renews the original Agreement for the Dumping of Snow dated May 15, 2009 as subsequently amended by the First Renewal, Second Renewal, Third Renewal, Fourth Renewal, Fifth Renewal and Sixth Renewal between the City of Côte Saint-Luc and the Town of Hampstead, for a term of one winter season, namely, 2019-2020, on such terms, conditions and amendments as are indicated in the Seventh Renewal;

THAT the City of Côte Saint-Luc’s General Counsel is hereby authorized to sign the aforesaid Seventh Renewal on behalf of the City.”

CARRIED BY THE MAJORITY OF VOTES WITH COUNCILLOR MIKE COHEN
DISSENTING

191023

**URBAN DEVELOPMENT – APPROVAL OF PAYMENT OF ADDITIONAL
FUNDS FOR THE CONTRACT FOR THE REHABILITATION OF PARKHAVEN
OUTDOOR POOLS (C-07-17-18C2)**

WHEREAS the City of Côte Saint-Luc (“City”) issued a public call for tenders for contractor services related to the rehabilitation of the Parkhaven outdoor pools under tender no. C-07-17C2, and awarded the contract to Ciment Projeté et Piscines Orléans Inc., the lowest conforming bidder under resolution No. 180629;

WHEREAS additional funds for unforeseen elements of the project are required to complete the work, in excess of the expenses previously approved;

It was

MOVED BY COUNCILLOR MITCH KUJAVSKY
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT the Côte Saint-Luc City Council hereby approves payment of the additional funds necessary to complete the works under project C-07-17C2 for contractor services related to the rehabilitation for the Parkhaven outdoor pools for an amount not to exceed \$107,800.00, plus applicable taxes, to Ciment Projeté et Piscines Orléans Inc.;

THAT the described expenses shall be financed from the City’s cumulative surplus (*Project no. SUR2018-REC12*) as at December 31, 2018;

THAT the City Treasurer has issued a Treasurer’s Certificate TC 19-0130 on October 16, 2019 attesting to the availability of funds to cover the above-described expenses.”

CARRIED UNANIMOUSLY

191024

**ENGINEERING – AWARDING OF A CONTRACT FOR PROFESSIONAL
SERVICES FOR THE REFURBISHING OF THE CITY HALL BUILDING
ENVELOPE LOCATED AT 5801 CAVENDISH BOULEVARD (C-20-19P)**

WHEREAS the City of Côte Saint-Luc (the “City”) made a public call for tenders for professional services regarding the refurbishing of the City Hall building envelope under tender no. C-20-19P and received two (2) conforming bids;

WHEREAS according to the City’s system of bid weighting and evaluating, the bid of Cardin Julien Inc. received the highest final score and is therefore deemed the lowest bidder under the *Cities and Towns Act*;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR DAVID TORDJMAN

AND RESOLVED:

“THAT the Côte Saint-Luc City Council hereby awards a professional services contract to Cardin Julien Inc., the lowest bidder under the law, for a total amount of \$137,500.00, plus applicable taxes;

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

THAT the above-described expenses shall be financed from loan By-law 2445 entitled: “By-law 2445 authorizing a loan of \$2,782,000 for the replacement of the building envelope at City Hall located at 5801 Cavendish boulevard and at the Eleanor London Côte Saint-Luc Public Library located at 5851 Cavendish boulevard”, previously approved by the *Ministère des Affaires municipales et de l’Habitation*;

THAT Treasurer’s Certificate No. TC 19-0129 dated October 16, 2019 has been issued by the City Treasurer, attesting to the availability of funds to cover the described expenses.”

CARRIED UNANIMOUSLY

191025

URBAN DEVELOPMENT – APPROVAL OF AN ENCROACHMENT AGREEMENT RELATED TO 624 WOLSELEY (K-35-19)

WHEREAS Mr. Luis C. Sotelo and Mrs. Nancy R. Tapias Torrado are the owners (“Owners”) of the property located at 624 Wolseley, Côte Saint-Luc, Quebec, H4X 1W5 (“Property”);

WHEREAS the Owners wish to keep the existing wooden fence for the Property located on the adjacent land which is owned by the City of Côte Saint-Luc (“City”), and therefore an Encroachment Agreement must be executed between the Owners and the City, followed by a Deed of Servitude of Tolerance;

It was

MOVED BY COUNCILLOR MITCH KUJAVSKY
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED:

“THAT the Côte Saint-Luc City Council hereby accepts and ratifies the Encroachment Agreement between the City and the Owners of the Property, annexed hereto as Annex E to form an integral part thereof;

THAT the City’s General Counsel’s be authorized to sign on the City’s behalf the Deed of Servitude of Tolerance which gives effect to the aforementioned Encroachment Agreement.”

CARRIED UNANIMOUSLY

191026

APPROVAL OF THE ADJOURNMENT OF THE MEETING

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

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

CARRIED UNANIMOUSLY

THE MEETING RESUMED AT 10:15 PM

191027

URBAN PLANNING – SITE PLANNING AND ARCHITECTURAL INTEGRATION PROGRAMS (SPAIP) – 5872-5874 SHALOM – CITY OF CÔTE SAINT-LUC

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT the site planning and architectural integration programs received September 17, 2019 showing the construction of a new, two-storey family detached dwelling on lot 1 562 055 at 5782-5874 Shalom and prepared by Mr. A Cohen, architect; following the Planning Advisory Committee meeting of August 16, 2019, be approved according to the provisions of Chapter 14 of by-law 2217, of the City of Côte Saint-Luc”.

CARRIED UNANIMOUSLY

191028

URBAN PLANNING – MINOR EXEMPTION – 5782-5784 SHALOM – CÔTE SAINTLUC

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

“THAT in accordance with the provisions of by-law G18-0005, the request for a Minor Exemption regarding the property located at 5782-5784 Shalom, Lot 1 562 055, be and is hereby approved, the whole as more amply delineated hereunder:

The request is in order to allow the construction of a two-family, detached dwelling without having to provide a garage with four interior parking spaces (two parking spaces existing). The whole notwithstanding the provisions of Zoning By-law 2217, Article 7-2-1b).”

CARRIED UNANIMOUSLY

191029

**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 November 2019 for which members of the municipal council shall establish the stance that it wishes to take;

It was

MOVED BY COUNCILLOR DIDA BERKU
SECONDED BY COUNCILLOR OREN SEBAG

AND RESOLVED

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

CARRIED UNANIMOUSLY

SECOND QUESTION PERIOD

The second question period started at 10:18 p.m. and finished at 10:23 p.m. One (1) person asked to speak and they were heard.

- 1) Marissa Sidel

The resident inquired about **item 8a)** on the agenda, namely, the extension of the letter of credit; to which Me Jonathan Shecter mentioned that this extension is additional protection on a financial level.

The resident further inquired about **item 9**), namely the renewal of the agreement for the dumping of snow between the City of Côte Saint-Luc and the Town of Hampstead; to which councillor Cohen provided details on the matter.

The resident further inquired about the 2020 by-election, namely, more details on the position of Returning Officer by a city employee; to which Me Jason Prévost explained the pertinent legal principles on the matter.

191030

APPROVAL OF THE ADJOURNMENT OF THE MEETING

It was

MOVED BY COUNCILLOR OREN SEBAG
SECONDED BY COUNCILLOR MITCH KUJASVKY

AND RESOLVED:

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

CARRIED UNANIMOUSLY

AT 10:23 P.M. MAYOR BROWNSTEIN DECLARED THE MEETING ADJOURNED.

MITCHELL BROWNSTEIN
MAYOR

JASON PRÉVOST
ASSISTANT CITY CLERK

LIST OF ANNEXES		
Resolution number	Corresponding Annex	Document
191016	Annex A	Letter of credit (expired)
191016	Annex B	Letter of credit (renewed)
191017	Annex C	Notice of vacant position
191021	Annex D	Letter Renewal Agreement
191024	Annex E	Encroachment Agreement

Annexe A / Annex A

Scotiabank
SERVICES INTERNATIONAUX DU QUÉBEC ET L'ATLANTIQUE
1800 MACGILL COLLEGE, 12 ETAGE, MONTREAL, QUEBEC H3A 3K9

Banque Scotia
881151/309371

DATE D'ÉMISSION: LE 13 OCTOBRE 2010

BENEFICIAIRE:
VILLE DE CÔTE SAINT-LUC
5801 BOUL. CAVENDISH
CÔTE SAINT-LUC (QUÉBEC)
H4M 0C5

LETTRE DE CREDIT STANDEY IRREVOCABLE
N°: 881151/309371
MONTANT: CAD 3,500,000.00
ÉCHÉANCE: LE 13 OCTOBRE 2012

MESSEURS:

NOTIF: DEMOLITION D'UNE PORTION DU CENTRE COMMERCIAL CAVENDISH

NOUS, LA BANQUE DE NOUVELLE-ÉCOSSE, ÉMETTONS LA PRÉSENTE LETTRE DE CREDIT EN FAVEUR DE LA VILLE DE CÔTE SAINT-LUC, À LA DEMANDE DE CENTRE COMMERCIAL CAVENDISH CIE LTEE. NOUS SOUSSTIONS, PROMETTONS ET CONVENDONS, IRREVOCABLEMENT ET INCONDITIONNELLEMENT, DE PAYER LA DEMANDE AU BENEFICIAIRE POUR MONTANT (EXCÉDANT PAS LE MONTANT MAXIMAL DE TROIS MILLIONS CING CENT MILLE DOLLARS CANADIENS (CAD 3,500,000.00) PAR SIMPLE PRÉSENTATION DES DOCUMENTS CI-APRÈS MENTIONNÉS.

LE BENEFICIAIRE POURRA TIRER LA PRÉSENTE LETTRE DE CREDIT IRREVOCABLE EN TOUT OU EN PARTIE, AU MOYEN D'UNE OU DE PLUSIEURS DEMANDES, JUSQU'À CONCURRENCE DU MONTANT MAXIMAL PRÉVU CI-DESSUS.

LE TERME SERA DE (24) VINGT QUATRE MOIS COMMENÇANT À LA DATE D'ÉMISSION DE LA LETTRE DE CREDIT. TOUT RENOUVELLEMENT SERA FAIT À L'ENTIERE DISCRETION DE HYPOTHEQUES CDPQ INC. AVEC PRAVIS DE (60) SOIXANTE JOURS.

TOUTE DEMANDE ÉCRITE DE PAIEMENT DOIT ÊTRE ACCOMPAGNÉE D'UN CERTIFICAT SIGNÉ PAR ME JONATHAN SPECTER, GREFFIER, ATTESTANT:

LA VILLE DE CÔTE SAINT-LUC EST EN DÉFAUT ENVERS LEDIT BENEFICIAIRE AUX TERMES DE LA DÉCISION DU CONSEIL MUNICIPAL ADOPTÉE SOUS LA RÉSOLUTION N° 100744, LAQUELLE FUT MODIFIÉE PAR LA RÉSOLUTION PORTANT LE N° 100791 ET MODIFIÉE DE NOUVEAU EN DATE DU 20 SEPTEMBRE 2010 PAR LA RÉSOLUTION PORTANT LE N° 100925, EN
LAQUELLE LA VILLE DE CÔTE SAINT-LUC, N'À PAS À LA DATE DE TELLE DEMANDE, RENDU AVANT AU MOINS SOIXANTE (60) JOURS AVANT SON ÉCHÉANCE LA PRÉSENTE LETTRE DE CREDIT IRREVOCABLE SELON SES TERMES ET CONDITIONS IDENTIFIQUES À CEUX DES PRÉSENTES, JUSQU'À COMPLETION DE TOUTS LES TRAVAUX DU PROGRAMME DE REUTILISATION DU SOL DÉGRADÉ APPRUVÉ EN VERTU DE LA RÉSOLUTION PORTANT LE N° 100791 ET MODIFIÉE DE NOUVEAU EN DATE DU 20 SEPTEMBRE 2010 PAR LA RÉSOLUTION PORTANT LE N° 100925.

L'ORIGINAL OU UNE COPIE CONFORME DE LA PRÉSENTE LETTRE DE CREDIT IRREVOCABLE DEVRÀ ÊTRE JOINT À TOUTE DEMANDE DE PAIEMENT.

LA PRÉSENTE LETTRE DE CREDIT IRREVOCABLE ET LES ENGAGEMENTS DE LA BANQUE Y CONTENUS DEMEURERONT EN VIGUEUR JUSQU'AU 13E JOUR DU MOIS D'OCTOBRE DEUX MILLE DOUZE (2012), À MOINS QUE LE BENEFICIAIRE N'AIT DEMANDÉ PAIEMENT COMPLET DU MONTANT MAXIMAL EN VERTU DE LA PRÉSENTE, TEL QUE PRÉVU CI-DESSUS, AVANT CETTE

AUTHORIZED SIGNATURES ONLY

AUTHORIZED SIGNATURES ONLY

1 - ORIGINAL
2 - CUSTOMER USE ONLY
3 - ADVISING BANK/BRANCH NOTIFICATION
4 - BRANCH RECORDS

THE BANK OF NOVA SCOTIA / LA BANQUE DE NOUVELLE-ÉCOSSE
ISSUED BY / ÉMISSEUR: BNP PARIBIS
NOTES: LA BANQUE ÉMETTEUR À L'ORDRE PAR UN BREF COMPLET ÉMIS PAR CUIRISON

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551151/309371

DATE, DANS LE CAS DU LE BENEFICIAIRE A DEMANDE PAIEMENT COMPLET EN VERTU DE LA PRESENTE, TEL QUE PREVU CI HAUT, LA PRESENTE LETTRE ET LES ENGAGEMENTS Y PREVUS SE TERMINERONT LORS DU PAIEMENT PAR LA BANQUE DU MONTANT DEMANDE. SI LE BENEFICIAIRE NE DEMANDE QU'UN OU PLUSIEURS PAIEMENTS PARTIELS N'EGALANT PAS LE MONTANT MAXIMAL PREVU A LA PRESENTE, CETTE LETTRE DE CREDIT IRREVOCABLE DEMOURERA EN VIGUEUR JUSQU'A SON EXPIRATION POUR LA PORTION NON ENCORE PAYEE DU MONTANT MAXIMAL. LA BANQUE HONORERA SES ENGAGEMENTS EN VERTU DE LA PRESENTE LETTRE SANS VERIFIER LA VALIDITE NI LE CARACTERE EXECUTOIRE DES ENGAGEMENTS DU CENTRE COMMERCIAL CAVENDISH CIE. L'IER ENVERS LE BENEFICIAIRE.

PAIEMENTS PARTIELS PERMIS.

LES MONTANTS INDICES CI-HAUT SONT EN DOLLARS CANADIENS.

BIEN A VUS.


 AUTHORIZED SIGNATURE PERSON


 AUTHORIZED SIGNATURE PERSON

228-443/04N

THE BANK OF NOVA SCOTIA LA BANQUE DE NOUVELLE ECOSSE

ISSUING BANK MORE TERMS IF ISSUED BY TRUST COMPANY, BANK OF NOVA SCOTIA

EMISE A LA BANQUE CAPESTRICE: A CONSULTER LES AVIS BANCAIRES EN CAS DE CAS BANCAIRE

1 - ORIGINAL
2 - CUSTOMER/CLENT

3 - ADVISING BANK/BANQUE NOTIFICATRICE
4 - BRANCH/SUCCHESALE

* English and French of The Bank of Nova Scotia. * Français et Anglais de La Banque de Nouvelle-Ecosse



Banque Nationale du Canada
National Bank of Canada
600, rue de la Gauchetière Ouest
27ième étage
Montréal, QC H3B 4L2
Téléphone: (514)-394-6400
Télécopieur: (514)-394-8966
SWIFT: BNDCCAMMINT

Garantie / Standby
No. OGUA26745

Amendement n° 4
Daté du 23 septembre, 2019

Bénéficiaire :
VILLE DE COTE SAINT-LUC
5801 BOUL. CAVENDISH
COTE ST-LUC, QC H4W 3C3, Canada

Donneur d'ordre :
9422340 CANADA INC.
5555 WESTMINSTER SUITE 420
MONTREAL, QC H4W 2J2 Canada

Conditions modifiées:

A la demande du Donneur d'ordre, veuillez prendre note que la lettre de crédit standby irrévocable mentionnée ci-haut est amendée comme suit:

1. La date d'échéance est prorogée au 25 septembre 2020.

Tous les autres termes et conditions demeurent inchangés.

Cet amendement fait partie intégrante de notre lettre de crédit standby irrévocable.

BANQUE NATIONALE DU CANADA

Par:


R. Bricault
Conseiller Senior


B. Diallo
Conseillère



Notice to members of Council

To : Mayor Mitchell Brownstein, Councillor Dida Berku, Councillor Mike Cohen, Councillor Sidney Benizri, Councillor Oren Sebag, Councillor Steven Erdelyi, Councillor Mitch Kujavsky, Councillor David Tordjman

C.c.: Tanya Abramovitch, City Manager, Nadia Di Furia, Associate City Manager

From: M^e Jonathan Shecter, LL.B.

Date: October 23, 2019

Re: Notice of vacant position of District 8 Council member of the City of Côte Saint-Luc


In conformity with the *Act Respecting Elections and Referendums in municipalities* C.Q.L.R., c. E-22 ("AERM"), I hereby notify the Côte Saint-Luc City Council concerning the vacancy of the position of District 8 Council member of the City of Côte Saint-Luc.

On October 1, 2019, the City was notified of the premature end of term of Councillor Ruth Kovac (District 8).

The position of District 8 Councillor must be filled by way of a By-election according to article 335 al. 1 of the AERM.

I hereby extend my warmest regards.

Respectfully submitted,



M^e Jonathan Shecter, LL.B.
City Clerk

Avis aux membres du Conseil

À : Le maire Mitchell Brownstein, la conseillère Dida Berku, le conseiller Mike Cohen, le conseiller Sidney Benizri, le conseiller Oren Sebag, le conseiller Steven Erdelyi, le conseiller Mitch Kujavsky, le conseiller David Tordjman

C.c.: Tanya Abramovitch, Directrice générale, Nadia Di Furia, Directrice générale associée

De : M^e Jonathan Shecter, LL.B.

Date: Le 23 octobre 2019

Objet: Avis de vacance pour le poste de conseiller dans le District 8 de la Ville de Côte Saint-Luc

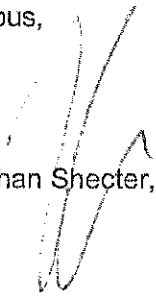
Conformément à la *Loi sur les élections et les référendums dans les municipalités* R.L.R.Q., c. E-2.2 (« LERM»), le soussigné avise le conseil municipal de la Ville de Côte Saint-Luc de la vacance pour le poste de conseiller dans le District 8 de la Ville de Côte Saint-Luc.

Le 1^{er} octobre 2019, la Ville a été avisé de la fin prématurée du mandat de la conseillère Ruth Kovac (District 8).

Le poste de conseiller pour le District 8 doit donc être comblé par voie d'une élection partielle, et ce, en vertu de l'article 335 al.1 de la LERM.

Veillez recevoir, mesdames, messieurs, mes salutations distinguées.

Bien à vous,


M^e Jonathan Shecter, LL.B.
Greffier

SEVENTH RENEWAL LETTER (“Letter” or “Seventh Renewal”)
OF THE AGREEMENT FOR THE DUMPING OF SNOW
WITH EFFECTIVE DATE MAY 15, 2009 AS AMENDED BY THE FIRST, SECOND, THIRD, FOURTH, FIFTH AND
SIXTH RENEWAL (collectively referred to for convenience as the “Original Agreement”)
Effective November 1, 2019

Town of Hampstead
Attn: Mr. Richard Sun, Town Manager
Via Email

Dear Mr. Sun,

This Letter references the Original Agreement and, when mutually signed and adopted by our respective councils, is intended to constitute the Seventh Renewal of the Original Agreement. The Original Agreement and this Seventh Renewal shall be collectively referred to herein for convenience as the “Agreement”. All of the terms of the Original Agreement (incorporated herein by this reference without the need for reproduction in full) shall be renewed by this Seventh Renewal except to the extent that they are replaced, amended or added to hereby. In the event of any inconsistency between the provisions of the Original Agreement and those of this Seventh Renewal, this Seventh Renewal shall prevail.

(A) Term - Article 2: The new term of the Agreement is Snow Season 2019-2020.

(B) Base Amount – Article 4.1: The Base Amount due by the Town of Hampstead to the City of Côte Saint-Luc under this Seventh Renewal is **\$22,523.24** [being \$22,081.61 for the Sixth Renewal - 2018-2019 Snow Season x 1.02.] GST and QST are not applicable to this Base Amount. The amount of **\$22,523.24** shall become due and payable, without the need for an invoice, within 30 days of the effective date of the Agreement.

(C) Obligations of the Town of Hampstead: In the mornings, the Town of Hampstead is not allowed to dump snow until after the morning drop-off at Bialik JPPS Elementary School located at 6500 Kildare Road, which occurs between 7:00 am and 9:30 am.

(D) Marc Chagall Snow Dump Springtime Costs to break down the mountain and clean up: The end of season costs incurred by the City of Côte Saint-Luc, for internal and/or external labour and materials to accomplish this, shall be capped at \$20,000.00 plus taxes and the Town of Hampstead’s share of these costs shall remain at twenty-five percent (25%). After the springtime work is complete, the City shall invoice the Town of Hampstead for the latter’s share of the City of Côte Saint-Luc’s actual costs (up to such cap), and the Town of Hampstead shall pay the same (to a maximum of \$5,000.00 plus taxes) within the next 30 days.

(E) Entire Agreement: This Seventh Renewal shall replace all prior versions hereof. Furthermore, the Original Agreement as amended by this Seventh Renewal shall form the entire agreement of the parties with respect to the subject matter hereof and, subject to the adoption of our mutual councils, shall become effective as of the date first hereinabove mentioned.

The parties agree that this agreement be drafted in English. Les parties ont consenties à ce que cette entente soit rédigée en anglais.

Mr. Sun, kindly send me your signed version with a true copy of your Council Resolution as soon as possible and I will do likewise thereafter. Please remember to send us your insurance policy certificate naming the City as an additional insured (as per the terms of the Second Renewal) at the start of the 2019-2020 Snow Season.

Kind regards,



Andrea Charon, General Counsel
Authorized Signatory for the City of Côte Saint-Luc

READ, UNDERSTOOD AND ACCEPTED:

Per: _____
Richard Sun, Town Manager
Authorized Signatory for the Town of Hampstead

Annex E - Annexe E



ENCROACHMENT AGREEMENT EFFECTIVE THE 10th DAY OF 09, 2019 ("Agreement")

BETWEEN: THE CITY OF CÔTE SAINT-LUC, a municipality organized and existing under the laws of Quebec, and having its city hall at 5801 Cavendish Blvd., Côte Saint-Luc, Quebec, H4W 3C3

"City"

AND: Luis C. Sotelo and Nancy R. Tapias Torrado, both residing and domiciled at 624 Wolseley, Côte Saint-Luc, Quebec, H4X 1W5

"Owner"

WHEREAS the Owner owns the Property described below;

WHEREAS the Owner wishes to keep the existing wooden fence for the Property located on the adjacent land which is owned by the City (the "Encroachment");

WHEREAS the City agrees that the Encroachment take place only in accordance with the terms of this Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PREAMBLE

The preamble of this Agreement shall form an integral part hereof as if recited at length herein.

2. DESCRIPTION

The Property consists of a land owned by the Owner, cadastrated as lot no. 5 952 297 identified in the Cadastral Plan annexed hereto as Annex "A" to form an integral part hereof, as described above ("Property").

3. ACKNOWLEDGEMENTS AND OBLIGATIONS OF THE OWNER

3.1. The Owner shall remove the Encroachment if required to do so upon six months' notice by registered mail from the City without compensation whatsoever. The City will provide a reason for said removal. Upon owner's failure to remove the fence, the City shall be entitled to do so in his place at the Owner's sole expense.

3.2. Should the City (or the City's employees, contractors or agents), or third party infrastructure or utilities entities such as GazMet, Hydro Quebec, Bell, etc., require above-ground or below-ground access to the Property to maintain, repair or reconstruct the Property, or to establish, maintain, repair or replace any City or third party installations or infrastructure (collectively, "Infrastructures") at any time, such access shall be granted by the Owner free of charge and perpetually.

4. INDEMNIFICATION

The City shall have no liability of any kind and the Owner agrees to exonerate and indemnify the City for any claims or damages resulting directly from the removal of the Encroachment.

5. DEED OF SERVITUDE OF TOLERANCE

5.1. Upon mutual execution of this Agreement, the Owner shall, at the Owner's sole expense, promptly engage the services of a notary to prepare a Deed of Servitude of Tolerance ("Deed") setting out verbatim all of the terms of this Agreement. The Signature of the Deed shall take place before the Owner's notary, at the offices of the City.

5.2. The Owner shall ensure that the Deed is registered in the land register of Quebec and shall provide the City, free of charge, with (2) original notarized copies of this published Deed. Moreover, prior to selling or transferring the Property, the Owner must give notice to third parties of the Deed. The Owner's estate shall do likewise.

6. GENERAL

6.1. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder by the City will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder or available to the City at law.

Initials	
City	Owner
EZ	NRTT / LSC

6.2. All notices or other communications hereunder to either party, including any notices of default under any provision hereof, must be sent in writing and shall be deemed accepted immediately when hand delivered or sent by courier service or by facsimile, or *five* (5) days after having been mailed via registered mail or by priority post, fee prepaid. Any notice of communication to the City must be addressed as follows:

City of Côte Saint Luc
 Attn: Andrea Charon, General Counsel
 Purchasing Department
 5801 Cavendish Boulevard, 2nd Floor
 Cote Saint Luc, Quebec, H4W 3C3

- 6.3. The rights and recourses of any party shall be cumulative and not alternative and are not limited by specification.
- 6.4. This Agreement shall enure to the benefit and be binding upon the heirs, executors, administrators and assigns of the Owner respectively.
- 6.5. Unless otherwise dictated by the context, the singular number shall include the plural and vice versa; the masculine shall include the feminine and vice versa and, where applicable to firms, companies or corporations, the neuter.
- 6.6. The descriptive headings of this Agreement are inserted for convenience, reference and clarity of presentation only and shall not serve in any manner to interpret, restrict or enlarge the meaning of the provisions contained herein.
- 6.7. If the expiry of any delay provided for in this Agreement falls on a nonjuridical day, then the delay shall be extended to the next following juridical day.
- 6.8. The Owner acknowledges that he has obtained legal advice concerning this matter or has waived the need to do so. Furthermore, if any clause or provision herein contained shall be adjudged invalid by a court of final jurisdiction, the same shall not affect the validity of any other clause or provision of this Agreement, or constitute any other cause of action in favour of either party against the other.
- 6.9. This Agreement and its Annexes shall be governed by, interpreted and enforced in accordance with the laws of the Province of Quebec, Canada.
- 6.10. Facsimile or scanned/emailed copies of signatures shall be considered valid. Signature of this Agreement in counterparts shall be considered valid and originals and all counterparts taken together shall form one and the same Agreement.
- 6.11. This Agreement is the final agreement of the parties with respect to the subject matter hereof, replaces all prior agreements (verbal and written) and, upon mutual signature (and, if appropriate adoption by the City Council), shall constitute a contract legally binding the parties hereto as well as their respective heirs, successors, assigns, legal representatives, executors and trustees.
- 6.12. The parties acknowledge that they have required and consented that this Agreement and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

Initials	
City	Owner
EZ	NRTT LUSC

And after due reading hereof, the parties hereto have caused this Agreement to be executed, in duplicate, by themselves (if they are individuals) or through their respective duly authorized representatives (if they are entities) as of the day and the year first written above.

CITY:

City of Côte Saint Luc

OWNER:

Per: Elena Zilerman
FOR: Andrea Charon, General Counsel

Luis C. Sotelo
Luis C. Sotelo

Nancy R. Tapas Torrado
Nancy R. Tapas Torrado

Initials	
City	Owner
EZ	NRTT LCS