

TRANSLATION OF ORIGINAL LETTER PRESENTED IN FRENCH

**LETTER OF AGREEMENT IN PRINCIPLE - PROPERTY TRANSFER
CENTER WAKEFIELD LA PÊCHE (CWLP)**

BETWEEN :

Center Wakefield La Pêche, Coop de Solidarité, a legal person, governed by the Cooperatives Act, having its head office at 38, chemin Vallée-de-Wakefield, in La Pêche (Québec) J0X 3G0, represented for the purposes hereof by Mrs. Irene Richardson, President and Mr. Ivan Hale, Vice-President, both duly authorized for the purposes hereof, by and pursuant to the resolution adopted at a meeting of the Board of Directors held on _____ 2021, which resolution is annexed hereto,

hereinafter referred to as "the CO-OP"

AND:

THE MUNICIPALITY OF LA PÊCHE, a duly constituted legal person under public law, governed by the Municipal Code of Québec, having its head office at 1, route Principale Ouest in La Pêche (Québec) J0X 2W0, represented for the purposes hereof by Mr. Guillaume Lamoureux, Mayor, and Mr. Marco Déry, Director General and Secretary-Treasurer, both duly authorized under the terms of a resolution bearing number 21-197 adopted by the municipal council on July 5, 2021, which resolution is attached hereto as Appendix "A",

hereinafter referred to as "the MUNICIPALITY"

PREAMBLE

Considering that the Coopérative de solidarité, Centre communautaire Wakefield La Pêche has requested assistance in order to most adequately guide the cooperative's mission;

Considering that the MRC des Collines' Land and Program Management Department has held several meetings with the CWLP Board of Directors in order to analyze the situation and propose avenues for modernizing the mission of the cooperative and the building known as the Wakefield-La Pêche Community Centre;

Considering that several meetings have also been held with representatives of the Coop du CWLP, elected officials and representatives of the Municipality of La Pêche to consider a transfer of responsibility for the building to the Municipality of La Pêche, along with a partnership with the Coop du CWLP for the programming at the designated premises;

Considering that the Municipality wishes to express its gratitude and appreciation for the work of the volunteers who have been involved in the cooperative for over ten years, and wishes to support this organization in its future endeavours;

Considering that the Municipality is also prepared, in accordance with the report produced by the MRC des Collines and the request formulated by the president of the Coop de Solidarité of the Coop de Solidarité, to discuss the next steps for the municipality to take over the of the building and its property;

Considering that the Municipality undertakes to assume all fees and other costs related to this operation;

Considering that said building is subject to an [emphyteutic lease](#) between the Municipality of La Pêche and Centre Communautaire Wakefield La Pêche, Coop de Solidarité;

Considering the parties wish to enter into an agreement in principle in order to proceed with the transfer of ownership of the building in favour of the Municipality of La Pêche

THEREFORE, the parties make the following agreements:

1. PURPOSE OF THE AGREEMENT

THE COOP hereby undertakes :

- To transfer ownership of the property (land, building and outbuilding) located at 38 ch. de la Vallée de Wakefield, Wakefield, Quebec to the Municipality of La Pêche;
- To authorize the transfer of subsidies to the municipality in respect of the building;
- To review its mission and, if necessary, develop a partnership model with the municipality for the programming at the Wakefield La Pêche Community Centre (hereinafter : COOP);

THE MUNICIPALITY hereby undertakes :

- To assume all fees and other costs related to the transfer of the building;
- To assume all mortgage repayments and all debts related to the said building the said property;
- To take all necessary steps with government authorities, public bodies or any other organization to obtain the required releases or any other document in order to benefit from any sums receivable, as the case may be.

2. USE OF THE PREMISES

- 2.1 The COOP may, in accordance with the "partnership protocol" to be agreed between the parties, use the Designated Premises for the purpose of organizing activities of all kinds for the benefit local and regional community;
- 2.2 The Municipality may, in accordance with the "partnership protocol" to be agreed between the parties use part of the building for the purposes of its mission and, in particular, for the purposes of maintaining public library services, meetings, events and the like, and, in exceptional cases, to serve as an emergency measures center or for public health purposes public health purposes or any other unusual use;
- 2.3 The management, maintenance and responsibility for outdoor spaces and parking areas shall be the exclusive responsibility of the Municipality.

3. AUTHORIZED REPRESENTATIVES

The COOP undertakes to mandate representatives by resolution for the purpose of signing any documents required to carry out this agreement.

4. RENT AND OTHER CHARGES

- 4.1 The COOP will be entitled to use the designated premises free of charge for activities of activities of any kind for the benefit of the local and regional community
- 4.2 The COOP shall assume the costs of housekeeping, cleaning, computer, telecommunication and any other costs associated with or necessary for the conduct of its activities or events related to its activities.
- 4.3 The MUNICIPALITY assumes all costs related to the building and its such as, but not limited to, building maintenance and repair, electricity consumption, HVAC maintenance, telecommunication infrastructure, building security systems, fixed equipment maintenance, grounds maintenance, grounds maintenance and snow removal.
- 4.4 The MUNICIPALITY will also assume management and costs related to :
 - The removal of snow and ice from all access roads and parking areas parking spaces thirty minutes prior to the opening of the Wakefield La Pêche Wakefield La Pêche Community Centre;
 - Clear steps, entrances, emergency exits, sidewalks and parking spaces, and spread abrasives to eliminate all hazards, and maintain them in good condition during normal occupancy hours. Ground-floor windows will be kept clear at all times during the winter season;

4.5 THE MUNICIPALITY assures the COOP peaceful enjoyment of the designated premises in accordance with the terms of this agreement.

5. ADVERTISING AND SIGNS

The COOP may temporarily post signs on the site to advertise its events, provided such signs municipal by-laws or other legal requirements. Other arrangements may be agreed for any future posting and communication that may become permanent.

6. INSURANCE

6.1 For the duration of the "partnership protocol" to be agreed between the parties, the COOP shall hold comprehensive general liability insurance as well as insurance to cover property of the COOP and the Municipality. These insurances must be maintained in for the entire period occupancy of the premises by the COOP and must name the Municipality as co-beneficiary.

Each of the insurance coverages shall be for a minimum sum of TWO MILLION DOLLARS (\$2,000,000) per occurrence, including damages caused by the the Municipality and the COOP.

The COOP shall indemnify and save harmless the Municipality from any and all claims and shall take up the Municipality's defence in any proceedings brought by third parties arising out of, or in connection with, the performance of this contract and shall indemnify and save harmless the Municipality from any judgment rendered against it in principal, costs, interest and other related thereto.

The required insurance coverage may be adapted to the use of the premises by the by the COOP. Upon request, the Municipality may provide insurance coverage through the municipal insurer, and if so, the CO-OP will be responsible for its assume the costs.

6.2 INCREASED RISK

COOP will have to comply with the usual fire safety standards and consequently ensure comply with current fire safety regulations and laws. In fact, the CO-OP must ensure that its personnel are adequately trained and that their insurance in full force and effect.

More specifically, at no time may the COOP bring in or keep flammable or explosive materials explosive, hazardous or contaminated materials.

7. ACCESS TO PREMISES

7.1 Inspections and repairs

The Municipality's personnel or its agents will have access to the building at all times, being respectful of users, to ensure maintenance, repair and security.

7.2 Volunteers or COOP employees will have access to the building at the times and places hours as stipulated in the "Memorandum of Understanding" between the parties.

7.3 Installations in designated premises

The CO-OP may install and maintain in the Designated Premises such furniture and equipment as is deemed necessary, reasonable or useful for the proper functioning of its activities.

8. DEFAULT

In the event that the COOP fails to keep and maintain the Designated Premises clean and in good working order, the Municipality shall send a written notice stating the reasons for the default and giving a reasonable period of time in which to remedy it.

In the event that the COOP neglects or ignores to comply with the notice within the prescribed period or fails to carry out the work requested in accordance with the standards in force, the Municipality may, without further notice, carry out the work itself. The Municipality will invoice COOP for the costs incurred, increased by fifteen percent (15%) to take into account administrative costs, all without prejudice to the Municipality's other rights and recourses.

9. DAMAGE AND DESTRUCTION

9.1 If, during the term of the "Partnership Agreement", the Designated Premises or any part thereof are damaged or destroyed by fire or by any other cause and when in the opinion of the Municipality, the Designated Premises become, in whole or in part, unfit for occupancy, the Municipality undertakes to repair or rebuild the designated premises.

Before proceeding with the repair or reconstruction of the premises, the COOP may decide to terminate the "partnership protocol" and relocate to another facility, or relocate temporarily pending repairs, and suspend the "Partnership the "partnership protocol" for the duration of the work.

10. ASSIGNMENT AND SUBLETTING

COOP shall not assign or sublet the Designated Premises in whole or in part.

11. NOTICE OF APPLICATION

11.1 Procedures and Addresses

Any communication, notice or other demand shall be delivered personally to the addressee by electronic mail by registered mail to the following addresses:

Center Wakefield La Pêche, COOP de Solidarité

Irene Richardson, President,
38, chemin de la Vallée-de-Wakefield, La Pêche (Québec) J0X 3G0
Telephone: 819 459-3284
irene@npwalking.com

Municipality of La Pêche

Marco Déry MAP, Adm.A.
Director General and Secretary-Treasurer
1, route Principale Ouest, La Pêche (Québec) J0X 2W0
Telephone: 819 456-2161, ext. 2270
m.dery@villelapeche.qc.ca

12. DURATION

This letter of agreement shall take effect on the date of signature and shall automatically terminate with the conclusion of a promise to sell or a notarized transaction or, failing that, after six (6) months after signature.

13. APPLICABLE LAW

The parties acknowledge that this letter of agreement shall be interpreted in accordance with the applicable laws of the Province of Quebec.

14. SIGNATURE OF PARTIES

The parties acknowledge having read and accepted the clauses of this letter of agreement and in witness whereof of which they have signed, at La Pêche :

SEE SIGNATURE PAGE

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