

PREFACE

Here are in six parts: i) the history of the municipal garage acquired by the municipality in 2015 and by the Rucher Boltonnois in 2020, and ii) a reasoned argument dealing with our socio-economic future as a municipality and the future project that we have to seriously consider as a community considering our means. These parts are entitled:

Part I: The purchase of the garage by the municipality in 2015.

Part II: The transformation of the garage into a municipal workshop and the rental of a large area to the Rucher.

Part III: Lack of follow-up and vision in the decisions of the municipality.

Part IV: Was the sale of the building to the Rucher made at market price?

Part V: Consider taking charge of our socio-economic development.

Part VI: How do we take charge?

THE HISTORY OF THE MUNICIPAL GARAGE ACQUIRED BY THE RUCHER BOLTONNOIS

Part I

The purchase of the garage by the municipality in 2015

1. In 2014, the municipality commissioned a study to determine whether it was better to buy the garage or have a new one built.

RESOLUTION OF THE COUNCIL OF JULY 27, 2014 HIRING A FIRM FOR THE EVALUATION OF COMPARATIVE COSTS BETWEEN THE PURCHASE OF THE GARAGE OR THE CONSTRUCTION OF A NEW GARAGE

3. Demande d'évaluation des coûts pour un garage municipal

ATTENDU QUE la municipalité a besoin d'un garage municipal pour fournir un espace de travail sécuritaire et adéquat à ses employés;

ATTENDU QUE l'endroit utilisé présentement, présente de graves lacunes pour la sécurité de ses employés;

ATTENDU QUE le conseil a l'opportunité de faire l'achat d'un bâtiment existant ou de construire sur un terrain appartenant à la municipalité;

QUE le conseil autorise la firme Projection G.P. Conseils de faire une évaluation complète des coûts comparatifs des deux scénarios pour 8 500 \$ taxes en sus afin de donner une vision globale des coûts engendrés de remplacement du bâtiment existant.

ADOPTÉE

2. In August 2014, the municipality was confirmed that it was preferable to buy the garage on Nicholas-Austin and made an offer to purchase the building.

RESOLUTION OF THE COUNCIL OF AUGUST 18, 2014 AUTHORIZING THE PURCHASE OF THE GARAGE AT THE PRICE OF \$ 270,000

6. Offre d'achat sur le bâtiment des industries Lefèbvre sur la route Nicholas-Austin

CONSIDÉRANT QUE la Municipalité a demandé à la firme Projection G.P. Conseils de faire une évaluation complète des coûts comparatifs des deux scénarios afin de donner une vision globale des coûts engendrés de remplacement du bâtiment existant tel que spécifié à la résolution 2014-07-1800;

CONSIDÉRANT QUE suite à la conclusion du rapport reçu de la firme Projection G.P. Conseils, l'achat du bâtiment des industries Lefèbvre situé sur la route Nicholas-Austin est plus avantageux pour la Municipalité, et éviterait des délais de plus ou moins 2 ans pour une construction neuve;

CONSIDÉRANT QUE la Municipalité juge opportun de se doter d'un garage municipal pour fournir un espace de travail sécuritaire et adéquat à ses employés;

CONSIDÉRANT QUE l'endroit utilisé présentement, présente de graves lacunes pour la sécurité de ses employés;

EN CONSÉQUENCE,

IL EST PROPOSÉ PAR : M. Rudy Giordano

APPUYÉ PAR : Mme Julie Paige

ET RÉSOLU À L'UNANIMITÉ

QUE le conseil de la Municipalité de Bolton-Est autorise de présenter une offre d'achat pour le bâtiment ci-haut mentionné, sous forme d'offre final, et en ces termes;

- 270 000 \$ pour le bâtiment, incluant les systèmes de fixation sur les murs (le système d'étagère de métal déjà fixé aux murs) ainsi que le chariot élévateur;
- Prise de possession du bâtiment par la municipalité pour le mois de janvier 2015;
- Une option est offerte au vendeur pour louer une partie du bâtiment, pour y entreposer ses équipements déjà sur place et pourra être négociée en temps voulu.

3. Being sure that it wants to buy the garage on Nicholas-Austin, the municipality increases its offer to \$ 276,000.

RESOLUTION OF THE COUNCIL OF SEPTEMBER 8, 2014 AUTHORIZING THE MUNICIPALITY TO INCREASE THE OFFER TO PURCHASE THE GARAGE FROM \$ 270,000 TO \$ 276,000

9.9 Contre-offre pour l'achat du bâtiment des industries Lefèbvre situé sur la route Nicholas-Austin

ATTENDU QUE la Municipalité de Bolton-Est, a présenté une offre d'achat au propriétaire des industries Lefèbvre, M. Godbout, pour le bâtiment situé sur la route Nicholas-Austin;

ATTENDU QU'après une discussion verbale avec M. Godbout le conseil de la municipalité de Bolton-Est désire modifier l'offre présentée ;

EN CONSÉQUENCE,

IL EST PROPOSÉ PAR : M. Pierre Piché

APPUYÉ PAR : M. Guy Carrière

ET RÉSOLU À L'UNANIMITÉ

QUE le conseil de la Municipalité de Bolton-Est, autorise de présenter une contre-offre pour l'achat du bâtiment ci-haut mentionné, en ces termes;

- **276 000 \$ pour le bâtiment**, incluant les systèmes de fixation sur les murs (le système d'étagère de métal déjà fixé aux murs);
Prise de possession du bâtiment par la municipalité pour le mois de **janvier 2015**;
- La location d'une partie du bâtiment, est toujours offerte au vendeur pour y entreposer ses équipements déjà sur place et pourra être négociée en temps voulu.

QUE cette offre d'achat expirera le **16 septembre 2014 à minuit.**

ADOPTÉE.

4. The municipality needed a municipal garage in 2014.

5. She makes an initial offer for \$ 270,000 and then increases it to \$ 276,000

6. On January 28, 2015, the municipality bought the municipal garage for \$ 276,000.

THE TRUE HISTORY OF THE MUNICIPAL GARAGE ACQUIRED BY THE RUCHER BOLTONNOIS

PART II

The transformation of the garage into a municipal workshop and the rental of a large area thereof to the Rucher

1. Following its purchase at the price of \$ 276,000, the municipality uses the garage for the purposes for which it was bought, that is to say as a garage.

[Three-year interval until municipal elections on November 5, 2017]

2. On November 5, 2017, re-election of Ms. Joan Westland-Eby, Ms. Julie Paige, Messrs Pierre Grenier and Pierre Piché to the offices they already held. Election of Mrs. Vinciane Peeters and Mr. Alain Déry as new municipal councilors.
3. On February 1, 2018, incorporation of Rucher Boltonnois, of which Mr. Alain Déry is a director and president. The objects for which the Rucher is created are the following:

Objets – Le ou les objets pour lesquels la constitution de la personne morale est demandée sont : (Inscrivez les buts poursuivis.)

APICULTURE COMMUNAUTAIRE

Maintenir et développer les populations d'abeilles dans notre région
Sensibiliser la population à l'importance des abeilles par l'apiculture communautaire
Intéresser la population aux abeilles en installant des ruches dans le village
Intégrer la population dans les diverses activités apicoles de saison
Développer un réseau social autour des activités de la ruche
Animer des ateliers sur les abeilles et l'apiculture dans les écoles
Vendre le miel récolté pour assurer la pérennité du projet et en faire la promotion
Créer et gérer une miellerie communautaire

DÉVELOPPEMENT COMMUNAUTAIRE

Développer la cuisine communautaire et la promouvoir
Regrouper les citoyens autour d'activités dans cette cuisine (cours, conférences, partage)
Créer un lieu de rassemblement des citoyens
Valoriser les produits locaux
Créer un lieu pour la gestion des banques alimentaires

LABORATOIRE AGRICOLE

Expérimenter l'aquaponie et faire participer la population
Faire de la culture sur terreau en hiver
Expérimenter des techniques d'agriculture en serre

4. At a meeting held on March 5, 2018, the council adopts a resolution awarding a contract for a building that it qualifies as a « municipal workshop » in relation to the drawing of a cooking workshop, indicates that the space to be renovated includes an old commercial kitchen and that the Rucher project “J'adopte une ruche” is a success and in full expansion. It justifies the award of the contract on such basis.

RESOLUTION OF THE COUNCIL OF MARCH 5, 2018 RELATING TO THE GRANTING OF A CONTRACT CONCERNING THE MUNICIPAL WORKSHOP / GARAGE

12.2 Octroi contrat – architecte phase de l’esquisse – atelier municipal

CONSIDÉRANT QUE la municipalité de Bolton-Est est le propriétaire exclusif du bâtiment situé au 2616, route Nicholas-Austin à Bolton-Est;

CONSIDÉRANT QUE la municipalité a acheté le bâtiment pour en faire un atelier municipal et pour d'autres fins à être déterminées par la communauté;

CONSIDÉRANT QUE les dimensions du bâtiment sont très grandes et certainement adéquates pour accueillir à la fois un atelier et d'autres usages communautaires;

CONSIDÉRANT QU'un groupe de travail nommé par le conseil municipal a déposé à l'automne 2017 une liste de tous les usages potentiels pour une section du bâtiment;

CONSIDÉRANT QUE dans la liste des usages potentiels, le comité de travail a identifié une cuisine communautaire et un lieu de rassemblement;

CONSIDÉRANT QUE l'espace à rénover a déjà été une cuisine commerciale et que toutes les connexions de plomberie, électricité, propane, etc. sont toujours existantes;

CONSIDÉRANT QUE le projet communautaire "J'adopte une ruche" est un succès et est en expansion;

CONSIDÉRANT QUE les fondateurs du projet "J'adopte une ruche" ont créé un organisme à but non lucratif (OBNL) nommé « Le Rucher Boltonnois » pour, entre autres, gérer le projet ainsi que d'autres activités agroalimentaires;

CONSIDÉRANT QU'en plus de permettre au Rucher Boltonnois d'effectuer ses activités apicoles (récoltes, formation, traitement et stockage des produits de la ruche), la cuisine pourra accommoder des activités communautaires, comme un programme de « cuisine communautaire », constituer un lieu de rassemblement et permettre la tenue d'ateliers;

EN CONSÉQUENCE,

IL EST PROPOSÉ PAR : Julie Paige
ET RÉSOLU À L'UNANIMITÉ

QUE le Conseil municipal de Bolton-Est retienne les services en architecture de David Leslie architecte concernant la préparation d'esquisses d'aménagement du bâtiment à 2 500.00\$ plus taxes tel que soumis dans l'offre de services P18-105 D1230.

On March 5, 2018, the municipal council indicates in this resolution that the building was purchased to serve as a municipal workshop "and for other purposes to be determined by the community." It does not even acknowledge that the building was originally purchased for use as a garage in 2015.

ADOPTÉE

5. On April 3, 2020, one month after the creation of the Rucher, the council accepts that the mayor becomes a director of the Rucher and grants a lease to the Rucher for a period and an amount which are not disclosed in the resolution adopted by the council.

12.8 Nomination du maire au CA du Rucher Boltonnois

CONSIDÉRANT QUE les fondateurs du projet "J'adopte une ruche" ont créé un organisme à but non lucratif (OBNL) nommé « Le Rucher Boltonnois » pour, entre autres, gérer le projet ainsi que d'autres activités agroalimentaires et en plus de permettre au Rucher Boltonnois d'effectuer ses activités apicoles (récoltes, formation, traitement et stockage des produits de la ruche)

IL EST PROPOSÉ PAR: Vinciane Peeters
ET RÉSOLU À L'UNANIMITÉ

QUE le conseil accepte la nomination du maire Joan Westland-Eby au CA du Rucher Boltonnois

ADOPTÉE

12.9 Autorisation de signature – contrat usage atelier municipal pour Le Rucher Boltonnois

CONSIDÉRANT QUE la municipalité de Bolton-Est est le propriétaire exclusif du bâtiment situé au 2616, route Nicholas-Austin à Bolton-Est

CONSIDÉRANT QUE la municipalité a acheté le bâtiment pour en faire un garage municipal et pour d'autres fins à être déterminées par la communauté

CONSIDÉRANT QUE les dimensions du bâtiment sont très grandes et certainement adéquates pour accueillir à la fois un garage et d'autres usages communautaires

CONSIDÉRANT QU'un groupe de travail nommé par le conseil municipal a déposé à l'automne 2017 une liste de tous les usages potentiels pour une section du bâtiment

CONSIDÉRANT QUE dans la liste des usages potentiels, le comité de travail a identifié une cuisine communautaire et un lieu de rassemblement

CONSIDÉRANT QUE l'espace à rénover a déjà été une cuisine commerciale et que toutes les connexions de plomberie, électricité, propane, etc. sont toujours existantes

CONSIDÉRANT QUE le projet communautaire "J'adopte une ruche" est un succès et est en expansion

IL EST PROPOSÉ PAR : Martha Crombie
ET RÉSOLU À L'UNANIMITÉ

QUE le Conseil autorise la directrice générale à signer le contrat d'usage de l'atelier municipal avec l'organisme Le Rucher Boltonnois

At such time following the creation of the Rucher and in connection with the development of its activities, on April 3, 2018, the municipal council acknowledges that the building was bought to serve as a municipal garage and "for other purposes to be determined by the community "

What contract is it? No information is given on the term of the agreement or on the amount of the lease

ADOPTÉE

LACK OF TRANSPARENCY :

6. In its resolution authorizing the lease, the municipal council discloses neither the duration nor the amount payable by the Rucher for the lease.
7. Mr. Déry does not disclose his interests as director and president of the Rucher. He is the person who signed the lease on behalf of the Rucher and he approves the terms in the resolution in his capacity as municipal councilor.
8. It is rather unusual in a meeting of, or in the text of a resolution adopted by the board of an organization not to disclose the material information relating to the contact to be signed. This is a problem of good governance and a lack of transparency.
9. **Despite the document being submitted to the council for approval, a copy of the lease had to be obtained from the municipality under the Access to Information Act.**
10. By reviewing the terms of the lease, we learn that the lease is **for a period of 3 years at a price of \$ 100 per year, with the municipality also assuming the costs of heating and electricity.**
11. The Rucher does not say what it intends to do throughout the term of the lease. It only undertakes to install counters which it must remove at the end of the lease at its own expense.

CONTRAT DE LOCATION - ATELIER MUNICIPAL

2616, ROUTE NICHOLAS-AUSTIN
BOLTON-EST (QUÉBEC) JOE 1G0

LE PRÉSENT CONTRAT DE LOCATION EST CONCLU ENTRE LE PROPRIÉTAIRE ET LE LOCATAIRE:

LE PROPRIÉTAIRE: *La Municipalité de Bolton-Est*
858, route Missisquoi
Bolton-Est (Québec) JOE 1G0

LE LOCATAIRE: *Le Rucher Boltonnois*
ADRESSE: 22 chemin Lacasse
Bolton-Est, Québec JOB 1G0
TÉLÉPHONE: 438-837 0560

CONDITIONS GÉNÉRALES DE LOCATION:

1. DURÉE DE LA LOCATION: 3 ANS

AUTORISATION: Le 3 avril 2018

DATE DE FIN: Le 3 avril 2021

Le contrat se renouvelle automatiquement à la date de fin, à moins d'un préavis contraire de 3 mois de l'une des parties.

2. MONTANT DE LA LOCATION:

La présente location est consentie pour un montant représentatif de 100\$/année (cent dollars).

3. RESPONSABILITÉ:

Le « propriétaire » s'engage à maintenir une assurance pour ses propres biens qui sont entreposés à l'atelier municipal et ainsi qu'une pour la responsabilité civile.

Le « locataire » s'engage à maintenir en vigueur durant la durée de la location une assurance responsabilité et pour ses biens.

Le « propriétaire » s'engage à payer l'électricité ainsi que le gaz propane à l'atelier municipal.

Le « propriétaire » assure la priorité de l'atelier municipal au Rucher Boltonnois en lien avec la réservation des locaux.

Le « propriétaire » s'engage à respecter les normes de sécurité et de mise aux normes s'il y a lieu.

Le « locataire » s'engage à installer les comptoirs et autres items nécessaires aux objectifs de l'OBNL « Le Rucher Boltonnois ». À la fin du contrat de location, le « locataire » s'engage à remettre les locaux dans leur état initial et ce, à la satisfaction du « propriétaire ».

4. LIEUX:

Le « locataire » loue l'emplacement de « l'ancienne cuisine de l'atelier Lefebvre ».

Signé à Bolton-Est, le 3 avril 2018



Mélisa Camiré



Alain Déry

13. Is it really prudent for a municipal council to sign a three-year lease with a newly created organization and to tie its hands for such a period, especially since the Rucher was only a start-up operation?

14. One of the problems is that the council tied its hands for a period of 3 years and left the use of the space at the sole discretion of the Rucher rather than "for purposes to be determined by the community" contrary to what the «Considerants» in the resolution (i.e. the rationale for the adoption thereof) said was the reason for which the council adopted the resolutions.

THE TRUE HISTORY OF THE MUNICIPAL GARAGE ACQUIRED BY THE RUCHER BOLTONNOIS

PART III

LACK OF FOLLOW-UP AND VISION IN MUNICIPALITY DECISIONS

1. Let's recall the following facts:

2015

In early 2015, the municipality bought the building on Nicholas-Austin to serve as a garage and the municipality used it for three years.

2018

February 2018, three months after the municipal elections, the Rucher was created by Mr. Déry and two other founders.

March 5, 2018, one month after the incorporation of the Rucher, the council awarded a contract to a firm for architectural services for the transformation of the building into a municipal workshop, **mentioning that the building had been purchased as a municipal workshop [and not as a garage] and that it had also been purchased "for other purposes to be determined by the community".**

The council thereby justifies itself in granting an architectural services contract to allow the Rucher to carry out activities in the garage premises.

April 2018,

Two months after the creation of the Rucher, i.e. on April 3, 2018, the council this time rectifies the envisaged use of the building admitting **that it had been purchased to serve as a garage and that it had also been purchased "for other purposes to be determined by the community"**, that the dimensions of the garage are adequate to accommodate other community uses, that the space to be renovated includes a former commercial kitchen and that the Rucher project "J'adopte une ruche" is a success and growing. **It then grants the Rucher a lease for a period and for a rent not disclosed in the resolution without saying more** and without specifying the other community activities which must be developed by the Rucher in the garage space during such three-year term. **This rent is \$ 100 per year for a period of 3 years, heating and electricity included.**

2. It is very likely that the area of the garage being larger than necessary, it was certainly useful if not necessary to use the remainder of the space for community activities, **again "for purposes to be determined by the community"**. Especially since the council was developing its Seniors and Family Policy which makes emphasis on the need for community gathering places. (This topic will be considered and commented on in a subsequent part of the History).

2. First, why did the council tie its hands with a three-year lease without requiring the Rucher to carry out certain community activities as the council would determine from time to time? There is nothing in the contract providing for this.
3. **Second, although the council declared in 2018 that the building “must be used for purposes determined by the community” and recognized in its Seniors and Family Policy that a gathering place is essential for the community, two years later the council completely abdicates and gave up its control over the building by selling it to the Rucher.**

IN A RESOLUTION OF FEBRUARY 3, 2020, THE COUNCIL ACCEPTS THAT THE MUNICIPALITY SELLS THE GARAGE / MUNICIPAL WORKSHOP IMMOVABLE AT THE RUCHER AT A PRICE OF \$ 285,200.

12.10 Vente d'un immeuble municipal – 2616, route Nicolas-Austin

CONSIDÉRANT QUE la Municipalité de Bolton-Est souhaite vendre son garage municipal situé au 2616, route Nicolas-Austin ;

CONSIDÉRANT QUE le Rucher Boltonnois a exprimé son intention d'acquérir l'immeuble du 2616, route Nicolas-Austin **au prix de l'évaluation municipale actuelle établi à 285 200 \$** ;

CONSIDÉRANT QUE l'offre du Rucher Boltonnois est conditionnelle à :

- L'obtention d'un bail d'au moins un (1) an et d'aux plus de deux (2) ans de la part de la municipalité comme locateur pour la partie du garage du bâtiment ;
- Le loyer sera de 1 400 \$ par mois (soit 6,44 \$ le pied carré), tout inclus (électricité et chauffage) ;
- **La modification par la Municipalité des usages au 2616 route Nicolas-Austin avant d'effectuer la transaction notariée.**

EN CONSÉQUENCE,

IL EST PROPOSÉ PAR : Pierre Piché

ET RÉSOLU À L'UNANIMITÉ

QUE le Conseil accepte les conditions mentionnées ci-dessus ;

QUE le Conseil autorise la mairesse, Mme Joan Westland-Eby et la directrice générale et secrétaire-trésorière, Mme Mélisa Camiré à signer tous les documents nécessaires à la vente de l'immeuble.

ADOPTÉE

4. The council does not justify anywhere in the minutes of the meeting the reasons why the municipality wishes to sell the building and thus divests itself of an important instrument of development for the community. This goes even against the Seniors and Family Policy.
5. The council resolution does not mention the detailed content of the Rucher's Offer or the type of «change in use» requested by the Rucher to purchase the property.

A citizen had to request and obtain a copy of the Rucher's Purchase Offer made to the municipality under the Access to Information Act to find out the details of the important conditions relating to the requested change of use.

AVANTAGES

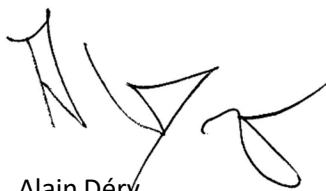
Les avantages de vendre le bâtiment au Rucher Boltonnois sont nombreux :

- Maintien des activités communautaires actuelles (Bistro d'hiver, ateliers, cuisines collectives, apiculture communautaire)
- Les activités proposées par Le Rucher répondent directement à la politique familiale de la municipalité et aux souhaits exprimés par la population lors des sondages à la population. Ceci permet de rencontrer l'objectif exprimé dans le document de la politique familiale, section Offre commerciale de proximité, qui est d'appuyer des projets (*coopérative ou entreprise d'économie sociale, ou les deux*) qui rendent service à la population
- La municipalité continue d'utiliser la portion garage du bâtiment. Aucune perturbation. Aucune urgence de se relocaliser.
- **Le grand local pourra être utilisé par la municipalité pour des événements accueillant jusqu'à 125 personnes (ex : la journée citoyenne)**
- C'est bon pour l'image de la municipalité de vendre à une organisation d'économie sociale plutôt qu'à un promoteur ou à un producteur commercial.
- Ce serait difficile à faire passer que le local devienne le garage d'un promoteur privé plutôt que de servir à la population via une OBNL qui dynamise déjà cette dernière.
- **La population s'est approprié ce lieu et serait bien attristée de perdre son repère.**
- Permettra le développement économique local par la mise en place de diverses productions alimentaires locales et biologiques. Et ce à l'année longue.
- Ceci nous rapprochera encore plus d'une **municipalité nourricière**.
- Permettra la création d'emplois.
- **Favorise l'autonomie financière du Rucher Boltonnois**

En fait c'est le Rucher qui s'est approprié ce lieu et son conseil d'administration, et non pas la municipalité

CENTRE COMMUNAUTAIRE

Si la municipalité souhaite aller de l'avant avec son projet de centre communautaire, le maintien des activités communautaires et sociales tenues à l'atelier municipal par l'équipe du Rucher constitue sans aucun doute un pont important vers cet objectif.



Alain Déry
Président, Le Rucher Boltonnois

USAGES DU 2616 NICHOLAS-AUSTIN

Apiculture

- Extraction et empotage de miel (3 à 15 personnes)
- Transformation du miel (1 à 6 personnes)
- Préparation et entretien de l'équipement apicole (3 à 20 personnes)
- Vente des produits de la ruche (1 à 40 personnes, incluant les clients)

Communauté

- Cuisine communautaire (3 à 10 personnes)
- Ateliers et cours de cuisine (3 à 20 personnes)
- **Bistro – Incluant vente d'alcool (3 à 70 personnes)**
- Événements pour la population (2 février, **party du Rucher- 3 à 100 personnes**)
- Usages par la communauté (sessions de photos, entraînement) (3 à 30 personnes)
- Activités sportives (3 à 30 personnes)
- Marché intérieur d'hiver (3 à 80 personnes)
- Centre d'interprétation de l'abeille (3 à 50 personnes)
- Expositions d'artistes (3 à 80 personnes)
- **Activités culturelle (spectacles, concerts, performances) (3 à 80 personnes)**

Production

- Culture aquaponique (1 à 8 personnes)
- Pousses sur terreau (1 à 8 personnes)
- Champignons (économie circulaire) (1 à 4 personnes)
- Kombucha (1 à 8 personnes)
- **Bière artisanale (1 à 8 personnes)**
- Plats préparés (1 à 8 personnes)

Le nombre de personnes indiqué représente le nombre de personnes présentes en même temps dans le local.

6. According to its terms, the Purchase Offer by the Rucher signed by Mr. Déry is made at the price of the municipal evaluation but conditional upon the execution of a lease of at least one year and at most two years and **a change as to the use of the property, which change requires the consent of the municipality and the confirmation thereof by the MRC.**
7. Note that the Purchase Offer is not dated and that it indicates that the Rucher has obtained confirmation of private financing in the amount of \$ 200,000 and that the remaining amount will be financed by way of mortgage.
8. However, contrary to what the Purchase Offer says, not only the residual amount of \$ 85,200 was financed by mortgage but a total amount of \$ 269,000, which includes two loans of \$ 100,000 each and small loans, is financed by way of a mortgage. The rest being financed by small donations.
9. As indicated on the Rucher's website, the following persons were lenders to finance the purchase of the building by the Rucher:
 - Mr. Alain Déry for \$ 100,000.
 - Another lender, for \$ 100,000, who is the director of a well-known company engaged in the manufacturing and rental of equipment for shows and stages.
 - Mr. Benoit Van Caloen, for an undisclosed amount, the spouse of Mrs. Vincianne Peeters, municipal councilor and candidate for mayor.
 - Mrs. Martha Crombie, for an amount of \$ 2,000, then municipal councilor.

The purchase condition related to the change of use

The council resolution does not say much about the change in use as a condition for the purchase of the building by the Rucher. **However, This change in use condition is**

extremely important. It is the topic of particular commentary in the forthcoming Part IV of the History.

It was only by obtaining a copy of the Purchase Offer made by the Rucher that a citizen could really know the scope of the requested changes in use.

The requested changes in use include in particular **the operation of a Bistro - Including the sale of alcohol (3 to 70 people).**

This change of use required the adoption of a by-law by the municipality council to modify its Change of use by-law. A complicated process that required:

- the adoption of draft by-law 2020-375 by the council on March 2, 2020,
- the adoption of the final by-law 2020-375 by the council on July 6, 2020,
- the consent of the MRC to ensure the compliance of the change in use,
- a request for a change of use made by Mr. Déry in July 2020 as president and director of the Rucher, and
- the adoption of a council resolution on September 8, 2020 authorizing the requested change.

By adopting the resolution accepting the Purchase Offer in February 2020, the other elected council members knew as early as February that all these procedures, by-laws and resolutions had to be undertaken and/or approved so that the municipality could ultimately sell the property to the Rucher.

Why was the decision to sell the garage so important to the municipality and why it could affect its future?

1. The Rucher is not an organization subject to the will of the citizens who choose their elected representatives every four years.
2. The Rucher is not accountable to the citizens of the municipality.
3. The members of the Rucher are not necessarily representing the citizens of the municipality on a socio-economic level.
4. The Municipality has no control over the activities of the Rucher nor any supervising or oversight power over it.

5. The Rucher has its own agenda, which depends on its members but above all on its board of directors.
6. If the municipality needs the building premises, it now depends solely on the will of the Rucher and the granting of its consent. The Rucher may refuse or ask the municipality whatever amount it wishes to allow the workshop premises to be used.
7. Today, the Rucher can say that it will cooperate with the municipality, but tomorrow, in a few months or a few years, what will it say? In other words, the interests of the Rucher will not always be linked to those of the Municipality at all times.
8. The municipality has no say in the financing of the Rucher but depends on the financial viability of the Rucher.
9. The Rucher, which started out thanks to the municipality with money and other benefits from our fellow citizens and municipality, is expanding its activities to other municipalities in the region without such municipalities having contributed or contributing in the same way. It can be seen in Austin, St-Étienne de Bolton and Eastman.
10. What will happen if the expansion of the Rucher has financial difficulties? Will the municipality have to provide additional grants or donations each year to continue to obtain its services.

For these reasons why not have a **REAL SOCIAL ECONOMY NONPROFIT ORGANIZATION**, that is to say an (NPO):

- which aims to create real community and collective kitchens allowing the purchase of food products and groceries in large quantities with volume discounts and the preparation of meals cooked in groups to feed less well-off families in the municipality at a cheaper price;
- which seeks out and encourages volunteers to help out the poorest families and to manage food banks;

thus returning the Rucher to its real social economy duties for which it was initially created?

BY SELLING THE GARAGE AT THE RUCHER, THE MUNICIPALITY ABDICTED COMPLETELY AND DEFINITELY GAVE UP ITS CAPACITY TO DEVELOP ITS SOCIO-ECONOMIC AND COMMUNITY ACTIVITIES “FOR THE PURPOSES TO BE DETERMINED BY THE COMMUNITY”.

**THE TRUE HISTORY OF THE MUNICIPAL GARAGE ACQUIRED BY THE RUCHER
BOLTONNOIS**

PART IV

WAS THE SALE OF THE BUILDING TO THE RUCHER MADE AT THE MARKET PRICE?

1. The question is important since this is a transaction in which one or more city councilors are interested and concerns the taxpayer dollars of the municipality.
2. It is said that the building is sold for the amount of its municipal valuation.
3. **This does not mean that it was sold to the Rucher at market price and that the municipality could not have obtained a better price.**
4. Many know that the municipal valuation is not necessarily indicative of fair market value.
5. Readers of this document can be challenged to agree to sell their properties for the amount indicated on the municipal valuation roll, which is usually less than fair market value.
6. The municipality did not call for tenders for the sale of the garage. During the question period of council meeting during which the council agreed to sell the building, after a citizen asked if an evaluation had been obtained from a professional evaluator to determine the price, the answer given was that there had not been any valuation since it would cost too much.
7. However, given the circumstances related to a sale between the municipality and an organization with which it deals and of which one of the council members is the president and one of the mortgage lenders, prudence would have dictated obtaining a professional appraisal. independent.
8. What was the urgency of selling the building to the Rucher? Can we think that the more time passed the more it would have cost the Rucher to buy the building given the increase in real estate properties in the region, especially due to the start of the pandemic, or even more that it was delaying its development?
9. **The Council probably had indications to believe that the price of \$ 285,200, the municipal valuation at the end of the three-year roll, did not correspond to the fair market value and that prudence would dictate that an evaluation by an expert could be necessary.**

I. The council was told by its professional evaluators firm that market developments have intensified in recent years.

10. The municipality had acquired the building 5 years ago at the price of \$ 276,000.

11. At the council meeting during which it authorizes the sale at the municipal evaluation price, the council also adopts a resolution indicating that the municipality had received on November 15, 2019, that is three months before, a letter from its firm of professional valutors recommending a revision (rebalancing) of the municipal valuation roll **since the evolution of the real estate market seemed to be accentuated in recent years.**

**12.7 Octroi de contrat – équilibrage rôle d'évaluation foncière
Triennal 2021-2023**

CONSIDÉRANT QUE la Municipalité de Bolton-Est a reçu le 15 novembre dernier de son évaluateur, Jean-Pierre Cadrin et Associés, une lettre de recommandation d'équilibrage du rôle d'évaluation foncière pour le prochain Triennal 2021-2023 ;

CONSIDÉRANT QUE l'évolution de la proportion médiane indique d'une façon générale que l'évolution du marché immobilier semble s'accroître dans les dernières années ;

CONSIDÉRANT QUE des coûts de travaux d'équilibrage pour l'an prochain seront à prévoir au contrat de 22,00 \$ par dossier, soit une estimation de 1712 dossiers à équilibrer totalisant des frais estimatif de 37 664,00 \$ taxes en sus ;

CONSIDÉRANT QUE l'évaluateur, Jean-Pierre Cadrin et Associés, propose d'échelonne les paiements sur deux (2) exercices financiers, à raison de deux (2) versements en 2020 de 12 500,00 \$ soit le 1er des mois de mai et août et un troisième (3e) versement le 1er février 2021, le solde réel qui sera calculé suite au dépôt du rôle en considérant le nombre réel de dossiers déposés ;

EN CONSÉQUENCE,

IL EST PROPOSÉ PAR : Vinciane Peeters
ET RÉSOLU À L'UNANIMITÉ

QUE le Conseil accorde le contrat des travaux d'équilibrage du rôle d'évaluation foncière à Jean-Pierre Cadrin et Associés au montant total estimatif de 37 664,00 \$ taxes en sus ;

QUE le Conseil autorise la proposition de paiement soit en trois (3) versements débutant le 1^{er} mai 2020.

ADOPTÉE

12. **The amount of \$ 285,200 indicated** in the municipality's resolution is obtained on the basis of the 2017-2020 three-year roll prepared by the valuation firm on the reference date of July 1, 2016, therefore almost 4 years earlier.
13. The municipality's assessment roll for the same building for the three-year roll from 2021 to 2023 made by the same firm of valuers on the reference date of July 1, 2020 indicates a value of **\$ 304,000**, which is an amount above the sale price of \$ 285,200.

II. The municipality had already incurred costs exceeding \$ 12,000 for the transformation of the building into a municipal workshop before the sale to the Rucher.

14. The municipal council had already incurred and paid in 2018 expenses totaling \$ 12,750 in connection with the municipal workshop before selling the property to the Rucher:
 - \$ 2,500 + txs for an engineering contract for a sketch (see resolution 2018-03- 3177), and
 - \$ 10,250 + txs to St-Georges Structures et Civil; (see resolution 2018-03- 3186).

III. The change in use probably increased the market value

15. In addition, there may be reason to believe that the fair market value of the garage was higher because the Purchase Offer submitted by the Rucher required a change of use by the municipality before being purchased.
16. The Rucher specifically requested, among other things, **a change of use for the operation of a Bistro-Including the sale of alcohol (70 people)**. **Here is a copy of the relevant provisions of the Annex to the Rucher's Purchase Offer previously published in Part III of our History.**

USAGES DU 2616 NICHOLAS-AUSTIN

Apiculture

- Extraction et empotage de miel (3 à 15 personnes)
- Transformation du miel (1 à 6 personnes)
- Préparation et entretien de l'équipement apicole (3 à 20 personnes)
- Vente des produits de la ruche (1 à 40 personnes, incluant les clients)

Communauté

- Cuisine communautaire (3 à 10 personnes)
- Ateliers et cours de cuisine (3 à 20 personnes)
- **Bistro – Incluant vente d'alcool (3 à 70 personnes)**
- Événements pour la population (2 février, party du Rucher- 3 à 100 personnes)
- Usages par la communauté (sessions de photos, entraînement) (3 à 30 personnes)
- Activités sportives (3 à 30 personnes)
- Marché intérieur d'hiver (3 à 80 personnes)
- Centre d'interprétation de l'abeille (3 à 50 personnes)
- Expositions d'artistes (3 à 80 personnes)
- Activités culturelle (spectacles, concerts, performances) (3 à 80 personnes)

17. For what reason has the Rucher specifically requested in the changes of use that of:
Bistro - Including sale of alcohol (3 to 70 people)

18. **The operation of a bistro with the sale of alcohol is not one of the objects of the Rucher mentioned in its charter.**

19. It would be necessary to verify with a professional evaluator could possibly confirm that such a change of use is likely to increase the value of the building; more so considering that the buiding could be taken back by the mortgage lenders and used as bistro with presentation of shows or even resold as a class A or class B industrial building according to the zoning rules as the new uses now allow.

THE TRUE HISTORY OF THE MUNICIPAL GARAGE ACQUIRED BY THE RUCHER BOLTONNOIS

PART V

Consider taking charge of our socio-economic development

THE SOCIO-ECONOMIC PROFILE OF BOLTON-EST

1. A socio-economic profile was prepared Mr. Pierre Grenier, municipal councilor, in 2016 on the basis of Statistics Canada data, published on the municipality's website <http://www.boltonest.ca/VivreBoltonEst/PortraitMunicipal.aspx>

2. This profile indicates that the average salary of the residents of Bolton-Est **is lower than the average salary of the residents of our MRC**. It says on page 20 of the document:

“Labor force participation in 2016 declined considerably compared to data from 2006 (the 2011 census is silent on this subject) and 2001.

There were 830 people of working age in Bolton-Est at the last census. Of this number, 395 are in the labor market and 430 are inactive. The activity rate is 47.6% compared to 58.4% for the MRC and 64.1% for all of Quebec ”

3. In summary, in 2016, the percentage of the active workforce and the average salary of residents of our municipality **were lower** than those of the MRC of Memphrémagog and Quebec.
4. The socio-economic profile of our municipality is very important and cannot be ignored. It should serve as a guide to the development of the community. Although these data are from 2016 we do not have more recent ones at this time.
5. Admittedly, this profile may have been the subject of changes since 2016, with the arrival of retirees or semi-retirees and seasonal vacationers, but it would be surprising to see that the socio-economic fabric has changed to such an extent.

THE 2019-2023 FAMILY AND SENIORS POLICY AND THE DIFFICULTY OF IMPLEMENTING IT

6. In establishing the Bolton-Est Family and Elderly Policy for its 2019-2021 three-year action plan, the analysis of the results of the consultation by survey made it possible to identify 4 major consultation themes, including that of "Proximity services and community life", namely:

- **A place for services and meetings**
- **Structured or individual leisures**
- **Social leisures**
- Community activities
- Infrastructures
- **Development of the social fabric**
- Citizen participation

The objectives and actions that the municipality proposed were as follows:

GOALS

- **Set up multifunctional places and infrastructures for community and municipal activities in Terrio Park**, meeting the needs of families and seniors.
- **Optimize the use of existing infrastructures and places**

ACTIONS

- **Present a development plan for the implementation of a multifunctional center in Terrio Park**
- Carry out an analysis of the opportunities, advantages and disadvantages relating to the development of existing infrastructures and places
- **Proceed to the completion of the multifunctional center**

7. Unfortunately, until the beginning of 2021 the Family and Seniors Policy was articulated **based on the construction of a \$ 2.2M community center**, at Terrio Park as a multifunctional center requiring a investment of \$ 700,000 by the municipality.

8. This Policy must now be reviewed and **the municipality cannot proceed with the development of the community center** because it was refused the requested subsidies.

9. Resubmitting a community center project, obtaining the necessary subsidies for the construction thereof and, assuming obtaining the appropriate subsidies, designing

and building the community center is a long-term and uncertain project whether in Terrio Park or in the project of the «La Sablière».

10. We now know that it is impossible to envision the community center as initially envisioned.
11. Now we have to be realistic and work with what you have or what you can use.
12. Moreover, the Family and Elderly Policy established in 2019 mentions "**optimizing the use of existing infrastructures and places**" which then included the municipal workshop.

THIS IS THE REASON WHY THE MUNICIPALITY SHOULD TAKE IN ITS HANDS ITS DEVELOPMENT INSTRUMENTS

We must take charge of our development with the available equipment and optimize the use thereof for the municipality and its development.

It is possible to think of the creation of an NPO (NonProfit Organization) whose our municipal council would be responsible for forming the board of directors. This would thus make it possible to perfectly align the interests of the community with the activities of such development instruments and equipment.

Consider, for example, the creation of an NPO called the "**Collectif Boltonnois**" which would take over the management of the activities of the Public Market, the marquee (our big top) and the Café du Bistro in the Parc Terrio as well as the municipal workshop. The activities of this NPO could even coexist with the Rucher. Mr. Déry could be a leader of the Collectif Boltonnois and participate in the decision making process in concert with the members of the board of directors of the Collectif Boltonnois.

Why take control of our development instruments rather than letting the Rucher do it:

1. It is difficult to think of leaving our entire community development in the hands of an unelected group of people who are members of the Rucher or its board of directors.

2. The Rucher is not an organization subject to the will of the citizens who choose their elected representatives every four years.
3. The Rucher is not accountable to our citizens. It is accountable only to its members
4. The members of the Rucher are not necessarily representative of the citizens of our municipality on the socio-economic level.
5. The Municipality has no control over the activities of the Rucher or the management thereof.
6. The Rucher has its own particular agenda which depends on its members and above all on its board of directors.
7. If the municipality needs the workshop, it now depends solely on the will of the Rucher and needs its consent. The Rucher may refuse or ask the municipality for the sums it wishes to allow the workshop premises to be used.
8. Today, the Rucher can say that it will cooperate with the municipality, but tomorrow, in a few months or in a year, it can say the opposite or impose conditions. In other words, the interests of the Rucher will not always be aligned with those of the Municipality at all times.
9. What do we do if the Collectif Boltonnois thinks it is rather preferable to create real community or collective kitchens allowing the purchase of fruits, vegetables and meats on a wholesale basis thus favoring our local producers and the preparation of meals cooked collectively? especially for caning, frozen meals or creating and stocking real food banks and thus feed less fortunate families in the municipality at better price?
10. The municipality cannot force The Rucher to permit or do such type of collective or community kitchens to benefit the community nor encourage volunteers to participate in such a project. To the contrary, the Rucher rather seems to sell its products like any other retailer at market prices, probably using the assistance of volunteers on its online sales site under the name "Bistro du Rucher".

11. We can already think that the Rucher has activities that do not converge with those the municipality could envisage. For example :

<p>Actual activities of the Rucher</p>	<p>Activities which could be carried out by the Collectif Boltonnois</p>
<p>1. Cooking of high-end dishes (Moroccan soup with red lentils, beer and cheese soup, Gaspé chowder with cod and shrimps, crab chowder, sushis, etc.), dates, nut,s figues for sale at market price under the name "Bistro du Rucher"</p> <p>2. Online sale of various food products, including crab at \$ 98, per kilo, fine cheeses, etc ... competing with online food retailers that are profitable businesses that also encourage local producers and other Quebec producers such as:</p> <p>Terroir Quebec https://terroirsquebec.com/</p> <p>my organic grocer https://www.monepicierbio.ca/</p> <p>Lufa farms https://www.facebook.com/lesfermeslufa/</p> <p>which businesses all hire employees, pay salaries and pay income taxes.</p>	<p>1. Collective cooking to benefit the population of Bolton-Est in general by buying products on a wholesale basis, asking for the assistance of volunteers, cooking them in collective or community kitchens at lower cost and offering them to our less well-off citizens in the municipality.</p> <p>2. Citizens would be able to place their order every week with online food retailers, offering more product choices and equally competitive prices. The Collectif Boltonnois could even make arrangements directly with the Association Création de saveurs (local producers in Estrie) or other associations of food producers and avoid buyers paying the margin of 10 to 12% that the Rucher says it takes on purchases.</p> <p>The Collectif Boltonnois could also use the garage as a delivery point for orders that cannot be delivered directly to the citizen.</p>
<p>Sushi culinary cooking workshop at 55\$ per session</p>	<p>Community kitchen with volunteers to stock food banks or to teach the basics of everyday cooking</p>

Christmas party for members of the Rucher	<p>Organization of Halloween parties for children</p> <p>Organization for a Christmas tree counting for the benefit of the children of the municipality</p>
Bistro for presentation of shows with alcohol consumption as suggested by the change of use requested for the purchase of the garage	Place for community meetings with citizens, for yoga classes, cultural training, operation of a childcare center or subsidized private daycare

12. The Rucher, which started thanks to the municipality with the money of our fellow citizens, is expanding its activities for the benefit of the citizens of other municipalities in the region without same contributing their equivalent or even proportionally.

See how it is presented on the Municipality of Austin website.
<https://municipalite.austin.qc.ca/bottins/le-rucher-boltonnois/>

13. The municipality has no say in the financing of the Rucher and depends on its financial viability.

14. There is complete opacity between the Rucher and the municipality towards the citizens as regards contracts, agreements and financial aspects between these two organizations. Under the Access to Information Act, the municipality claims that it cannot provide the information requested on donations or subsidies given to the Rucher or on agreements entered into with the Rucher because the Rucher is a separate entity. Citizens cannot have access to this information.

15. What will happen if the Rucher has financial difficulties? Will the municipality have to replenish it with grants or donations each year to have access to its services?

THE TRUE HISTORY OF THE MUNICIPAL GARAGE ACQUIRED BY THE RUCHER BOLTONNOIS

PART VI

How to take charge of us?

The solution lies in setting up a sustainable structure governed for citizens.

Several municipalities have set up structures as instruments of community development while avoiding dependence on a group of people whose interests are not perfectly aligned with those of the community in general.

The Ministère des Affaires Municipales et de l'Habitation (MAMH) provides municipalities with specialists and advisers, particularly in connection with laws, regulations and ethics. These advisers can be consulted at any time to assist in the implementation of structures respecting the rules of ethics and good governance while making it possible to meet the objectives of the municipal council and the municipality.

As mentioned, the new NPO, which could be created under the name of "**Collectif Boltonnois**" with its objects defined and tailored according to its needs to enable its activities, would have a board of directors formed in the manner determined by elected municipal officials. For example, it could include citizens representing the social-economic interests of various sectors of the municipality.

I. CONCERNING THE PUBLIC MARKET AND THE BISTRO COFFEE AT PARC TERRIO

THE FACTS :

1. In addition to considering donations or subsidies to the Rucher totaling almost **\$28,000** over three years, to set up the summer Public Market at Parc Terrio and operate it, the Municipality:

- had to purchase a semi-permanent marquee (big top) at a cost of approximately **\$42,000**;
- must pay annual tent installation costs of approximately **\$ 8,500**;
- must pay annual tent dismantling and storage costs of approximately **\$ 4,800**;
- annually pays the fees of artists and other entertainers in the park requiring performance fees (approximately \$ 2,500 in 2020) and **\$ 4,400** in 2021;
- pays the costs of designing and manufacturing banners;
- lend the marquee (big top) free of charge as well as the gazebo space of the Café du Rucher in the Parc Terrio.

2. These expenses as well as the emphasis placed in recent years on cultural activities in Terrio Park and at the municipal workshop due to the activities of the Rucher probably explain the significant increase in the discretionary budget items devoted by the municipality to the Leisure and cultures (Loisirs et cultures) line items:

	Loisirs et cultures	% d'augmentation en trois ans	% d'augmentation en deux ans	% d'augmentation par rapport à 2015
2015	35 463\$			Entre 2015 et 2019
2016	47 906\$			508%
2017	99 088 \$	En 2018-2019-2020	En 2018 et 2019	
2018	155 855\$	86%	118%	
2019	215 753\$			
2020	165 713\$			

3. The municipality does not receive any income from the sale of meals, coffees and other drinks sold at the Café du Bistro, which could be used to partially pay the costs and expenses incurred for the Public Market. In fact, the municipality is already assuming almost all of the costs of these activities so the Collectif Boltonnois should have the right to collect all of the revenues.

4. All the infrastructure connected to the Public Market and the wooden gazebo as well as the tables and chairs, except possibly the kitchen equipment used in the Café du Bistro space, belong to the municipality.

5. The activities of the Summer Public Market in Parc Terrio only exist because the municipality has agreed to incur all these expenses, pay the subsidies and allow all of such accommodations.

6. As currently structured, the Rucher manages all the activities of the Terrio Park relating to the Public Market and the Café du Bistro in the Terrio Park with no apparent real accountability for or to the citizens.

7. The municipality must ensure that all activities organized in the Terrio Park, that is to say on its property, comply with applicable laws and regulations, such as: permit from MAPAQ, the Régie des alcools for the sale of alcohol as well as all appropriate tax collection.

THE SOLUTION :

1. For such reasons, the management of the activities of the Summer Public Market, the marquee (big top) and the Café du Bistro in the Terrio Park, should be under the control and oversight of the Collectif Boltonnois.

2. The Collectif Boltonnois would manage and operate the Summer Public Market and the Café du Bistro at Parc Terrio by soliciting the participation of Mr. Déry and the volunteers in the same manner and as such people currently do, including musical entertainment, while making sure to register in the name of the Collectif Boltonnois, the operating permits required by the MAPAQ or for the sale of beer or other alcohol beverages as may be required. In addition, the Collectif Boltonnois would cash in all the sales made by the Café du Bistro for the payment of expenses.

3. Mr. Déry could be one of the leaders of the Collectif Boltonnois as he is for the Rucher. He would have the opportunity to get involved as he does in the Summer Public Market and the Café du Bistro in the Parc Terrio under the supervision of the Collectif Boltonnois to graciously manage the activities thereof as a volunteer as he currently does.

4. The municipality already pays the musicians and other artists asking for a performance fee either in the Parc Terrio and, unless I am wrong, partly in the workshop. The municipality can continue to do so as it sees fit. Unpaid artists called to perform mainly at the Café du Bistro in Parc Terrio, such as the "Bolton Bee Band" with all the fun and atmosphere they bring, will be able to continue to do so as they did before.

5. In summary, everything would be as before at the operational level, all the volunteers would contribute by putting their shoulders to the wheel at the Parc Terrio at the Summer Public Market and at the Café du Bistro as in the past; however at the level of its governance, the Collectif Boltonnois would supervise and decide on the orientations to be given to all of such activities, taking into account its budgets and those of the municipality and get the resulting revenues. For example, it could extend the activities of the Public Market by inviting and giving the opportunity to several fruit and vegetable producers in the municipality to offer their products for sale under the marquee since it is a public market.

6. The financial aspects and the agreements between the municipality and the Collectif Boltonnois would be subject to the transparency rules of a public body and all the agreements and financial aspects would be known and could be disclosed to citizens.

II. CONCERNING THE MUNICIPAL WORKSHOP

THE FACTS :

1. The municipality has provided very significant monetary assistance and benefits to the Rucher right from the outset of its creation by granting an annual lease of \$ 100 for more than 29 months to give it access to about 50% of the building including, among other things, to the kitchen and community area. This is a huge help. We cannot ignore, however, and we must also underline the efforts made by the volunteers for the community, **but without the municipality, its money and other assistance, benefits and advantages granted by the municipality, one must acknowledge that the Rucher would not have been able to start its activities nor develop them as it has done**, other than its bee hives and other bee related activities.
2. As an example, the municipal council authorized the municipality to incur and pay in 2018 expenses totaling \$ 12,750 in connection with the municipal workshop even before selling the property to the Rucher:
 - \$ 2,500 + txs for an engineering contract for an engineering sketch (see resolution 2018-03- 3177) and
 - \$ 10,250 + txs to St-Georges Structures et Civil; (see resolution 2018-03- 3186).
3. By selling the garage to the Rucher, the municipal council took the decision to abandon and give up control of one of the most important development instruments for its community, that is to say a space where it can have community meetings,

hold leisure and social activities that are not necessarily linked or may even conflict with those of the Rucher.

4. Yet on April 3, 2018, in a resolution adopted unanimously, the council indicated that the building was to be used also "for other purposes to be determined by the community".
5. Our municipal elected officials have never explained the reasons why, after investing more than \$ 12,000 in capital expenditures in 2018 and having agreed to a 3-year lease for the benefit of the Rucher at \$ 100 per year, they decided to abandon and give up ownership of the building?
6. Now that the municipality can no longer consider the community center it initially envisaged, neither the municipal council nor the Rucher can justify the reason why the Rucher now controls one of the main development instruments of the municipality. Indeed, only the Rucher can decide the use of the building and our municipality has no other building. What to do?
7. Thus the municipality no longer has the autonomy to use the building "for purposes that its council said had to be determined by the community" nor the opportunity to let the community decide its use.
8. The municipality is now in a worse position in terms of control over its community development instruments than it was before the garage purchase in 2015.

THE SOLUTION :

1. The Collectif Boltonnois should buy the building for the price paid for a little over a year ago with the equipment and other fixed assets inside. This price would be paid by assuming the loan of \$242,000 still owing to the lenders. It would pay the difference in cash on the purchase. This is good for the Rucher since this transaction generates cash otherwise tied up in the building which will be used for the activities the Rucher wants to pursue.
2. Since this is a «social financing», the current Rucher lenders could continue to lend to the Collectif Boltonnois for the same reasons they initially lent to the Rucher.
3. Mr. Déry could enter into agreements providing the Collectif Boltonnois or the municipality the equipment for and operation of video production, presentation of shows and other multi-media activities, just as he did in the past. These agreements being disclosed, Mr. Déry would simply have to disclose his interest, not participate

in the deliberations and not vote if in conflict during the discussions and decisions relating to his services.

4. The Collectif Boltonnois could thus ensure its sustainability and ensure compliance with objectives complementary to those of the municipality, in particular in respect of the use of the garage, the workshop and the kitchen, always "for the purposes determined by the community and for the community».
5. The Collectif Boltonnois will thus be able to use the building:
 - for community or collective cooking as it sees fit, that is to say so as to benefit the whole community, especially those who are less well off, and to create food banks.
 - to accommodate a childcare center or subsidized daycare for children.
 - to organize festive events or partys for the community or children or
 - to produce and present videos and information meetings to the community using video and lighting equipment as the Rucher currently does for the municipality with the voluntary participation of the same people as those who produced and presented similar videos in the past.
6. The Rucher will be able to continue and develop all its bee related activities just as it currently does as well as its online retail sales market activities and get a place under the marquee in the public market for the sale thereof as it did this summer. The Rucher could pay a rent to the municipality for the space occupied for its goods and products in the workshop.
7. If it wants to continue cooking food to offer them for sale online at market price under the name "Bistro du Rucher" as it currently does, the Rucher could do so according to an agreed schedule with The Collectif Boltonnois. The Collectif Boltonnois could even retain the services of chef Maude and thus share the costs to guide residents in the preparation of collective kitchen meals for less privileged people or food banks.
8. Once again, the financial aspects and the agreements between the municipality and the Collectif Boltonnois relating to the building and its use by third parties would be subject to transparency rules of a public body and all the agreements and financial aspects would be known and accessible to citizens.

CONCLUSION

It is reasonable to think that the interests of the community should take precedence over those of a group of residents who have benefited from the extreme generosity of the municipality while recognizing the considerable contribution of work, effort and energy that people have provided as a volunteers.

The directors of the Rucher should certainly not be reluctant to recommend that Rucher members accept the proposed reorganization if it is well explained in such a way as to allow the community to take charge of its development instruments and avoid a schism between the members of the Rucher and the rest of the population.

The municipality will thus be eternally grateful to Mr. Déry for having been the catalyst who made it possible to create and maintain the sustainability of a vibrant community that aims to be a truly nurturing municipality.
