**Congregational Support Commission**

**Horseshoe Falls Regional Council**

**of The United Church of Canada**

***Supports, Connects, Empowers Communities of Faith***

***APPROVED Minutes***

**July 25, 2023**

**10 am**

***Via Zoom***

**Roster:** (8) Adrianne Robertson, Jane Wyllie, Mary Anderson, Steven Lowden, Judy Chartrand, Shawn Bausch, Jane Capstick, Ross Gowan, Karen Tobey

**Staff Support:** Rev. Lynne Allin, Minister, Congregational Support and Mission

 Ruthanna Mack, Administrative Assistant, Mission and Finance

**Present**: Adrianne Robertson, Jane Wyllie, Mary Anderson, Steven Lowden, , Shawn Bausch, Jane Capstick, Ross Gowan, Karen Tobey, Judy Chartrand

**Regrets:**

**Absent:**

**Welcome and Constitute Meeting:** *I constitute this meeting in the name of Jesus Christ, the one true head of the Church and by the authority invested in me by this meeting of the Horseshoe Falls Regional Council for whatever business may properly come before it. The bounds of the meeting will be the Zoom call.*

The meeting was constituted and opened by

**Acknowledging the Land: Shawn Bausch**

**Opening Worship: Shawn Bausch**

**Opening Motions:**

 **Approval of Agenda:**

MOTION by Shawn Bausch / Mary Anderson that the agenda be accepted as circulated. Carried

**Corresponding Members:**

MOTION by Ross Gowan / Steve Lowden that Rick Smith and Brad Randall members of Ryerson United Church, Ancaster and Ross Edwards and Kristopher Tavella of Kindred Works be added as corresponding members.

**Meeting with Members of Ryerson United Church, Ancaster RE: Property Sale**

* Discussion of Ryerson property, in past they sectioned off and sold space for seniors apartment
* Have 120 parking spaces in total
* Have lease with neighbours for 40 years for space behind the neighbours building
* Have main front driveway and back driveway
* Business wants to purchase the parking lot
* UPRC looked at their site 2 years ago, but municipal restrictions make it inappropriate for housing development
* Have been sharing costs with potential buyer to investigate a sale
* Only two approved owners because it is landlocked. The account firm needs it to meet bi-law parking requirements – 30 parking spots
* Driveway has lots of maintenance. Currently costs are shared 50/50 for maintenance
* Will need paving soon which will be expensive
* Offer 600,000 for this space and first 5 years of lease
* Planning company has worked with the city who are supportive
* Comments from Kris
* Purchase deadline is Dec 31st
* Kris will review agreement
* Will request a property resolution and details on amount of funds after expenses,

**Consent Docket:**

## Approval of Previous Minutes

Approve the minutes of June 14, 2023 and July 20, 2023 as circulated.

Email Motion:

**June 20, 2023, People’s Memorial United Church, Ridgeway** Motion by Ross Gowan/Jane Capstick that the Congregational Support Commission of Horseshoe Falls Regional Council set the disbanding date for People’s Memorial United Church, Ridgeway as June 26th, 2023 with gratitude for their years of faithful service.  The property and disbursement of assets to be managed by Horseshoe Falls Regional Council.

**July 13, 2023 East Plains United Church, Burlington**

 Moved by Jane Capstick/ Ross Gowan that the Congregational Support Commission of Horseshoe Falls approve the application by East Plains United Church, Burlington for a SELF loan of $20,000 from the Toronto United Church Council (TUCC) to cover any outstanding expenses related to the replacement of their boiler.  The terms of the loan are:

1. The applicant acknowledges that any unrestricted capital reserves it holds in excess of $25,000 are either being applied to the project being financed or provided as collateral through a deposit in TUCC's *Investing In Ministry Fund.*

2. If and when required, the applicant is responsible to seek permission from the

Regional Council to carry out the capital project and/or to mortgage the trust property, to provide that court with the information it requires to make its decision, and to have the appropriate officer of the court communicate its decision in writing to TUCC (see *The United Church Manual, 2019, Section G.2.1.3).*This application is deemed to be incomplete until TUCC receives in writing the resolution of the Regional Council.

3. The term for a loan or renewal shall normally not exceed three years; however, a term equal to the amortization period will be available for loans and renewals with an amortization period of five years or less. Upon each renewal, a non-refundable renewal fee will be invoiced and paid 90-days prior to the renewal date. The fee for renewals under $10,000 is $150, the fee for renewals over $10,001 is $250. The purposes of the fee is to offset the direct costs of TUCC pertaining to the administration and accounting of your loan at the time of renewal and during the term (including but not limited to staff time, audit fees, office costs, and Board expenses).

4. Draws on borrowed funds may not be permitted until TUCC's Promissory Note has been signed by the applicant's Trustees and returned. For this reason, the applicant should attend to administrative requests from TUCC in a timely manner.

5. The application is terminated if the approved loan amount is not forwarded within three months of the approval.

6. Repayment is by way of pre-authorized bank withdrawals. The forms for this service will be forwarded to the borrower and must be signed and returned no later than 2 weeks before the first payment is due.

7. All borrowers are required to have valid and current property insurance remain in place on the property for the life of the loan. The borrower must supply TUCC with a new *Certificate of Insurance*on or before the date of each annual insurance renewal. TUCC must be added as an "additional insured" on the policy. A late fee may be applied by TUCC if the annual Certificate is not received by the date required.

Appointment of Pastoral Charge Supervisors:

Jessica McCrae as pastoral charge supervisor for St. John’s United Church, Oakville effective September 1, 2023.

Annual Reports Received

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| St. John’s United Church, Georgetown | Pelham United Church |
| Westminster United Church, Mississauga |  |
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Self Assessment Received - None

**MOTION** by Steve Lowden / Mary Anderson that the Congregational Support Commission of Horseshoe Falls Regional Council approve the consent docket. Carried

**Community of Faith Profiles:**

St. John’s United Church, Georgetown

MOTION by Judy Chartrand / Jane Wyllie That the Congregational Support Commission of Horseshoe Falls Regional Council having reviewed the community of faith profile for St. John’s United Church, Georgetown, give consent to the creation of a permanent ministry position, 20 hrs per week, up to category F. carried

Oakland-Scotland United Church

 MOTION by Steve Lowden / Judy Chartrand That the Congregational Support Commission of Horseshoe Falls Regional Council having reviewed the community of faith profile for Oakland-Scotland Community Church, Scotland give consent to the creation of a permanent ministry position, 36 hrs per week, up to category F. carried

**Property/Finance**

Harmony United Church, Brantford

 MOTION by Jane Wyllie / Steve Lowden That the Congregational Support Commission of Horseshoe Falls Regional Council consent to the request from Harmony United Church, Brantford to access $60,000 from funds restricted by Horseshoe Falls Regional Council to cover costs related to the replacement of two boilers. Any grant money received for projects paid for by restricted funds shall be invested in the restricted fund. Carried

Smithville United Church, Smithville

 MOTION by Steve Lowden / Mary Anderson That the Congregational Support Commission of Horseshoe Falls Regional Council give consent to the lease of certain Real Property, the legal description of which is on Part Lot 11 & 12 in West Lincoln, and the municipal address of which is 116 West St., Smithville Ontario LOR 2AO, pursuant to an agreement between the Trustees of Smithville United Church, a congregation of The United Church of Canada, as Landlord, and Creek Childcare, as Tenant, dated the 1st day of November, 2023, and subject to regional council approval, the terms of which are as follows:

 **Basic terms of the lease.**

* Lease agreement begins November 1, 2023 for one year to October 31, 2024 Renewable
* Rent per month is $4,000. $420 per month is paid for increased utilities, dishwasher use plus soap, paper towels and toilet paper as well as internet costs of $80 per month. These will be re-evaluated in one year's time.
* The Tenant will have exclusive use of a designated area below the Sanctuary and a kitchenette plus share in the use of the Hall. The outside playground will be shared such that when the Daycare is not using the playground the Church will have the use of the Playground on the weekends and evenings.
* And all terms listed in the attached agreement

 Carried

Fairview United Church, Brantford

 MOTION by Steve Lowden/ Jane Wyllie That the Congregational Support Commission of Horseshoe Falls Regional Council consent to the request to the lease of certain Real Property, the legal description of which is the Fellowship Hall of Fairview United Church as well as adjacent storage room, and the municipal address of which is 49 Wayne Drive, Brantford ON, NYR 2Y8, pursuant to an agreement between the Trustees of Fairview United Church, a congregation of The United Church of Canada, as Landlord, and Brantford School of instrumental Music, as tenant, dated the 23rd day of July, 2023, and subject to regional council approval, the terms of which are as follows:

**(1) Use of Licensed Premises**

Exclusive Use Areas (The “Licensed Premises”)

From September 1 to June 30, annually:

a. Fellowship Hall – Mondays, Wednesdays and Thursdays from 4pm-10pm

b. Basement – Some Wednesdays during practice time in The Fellowship Hall to be

scheduled/booked in advance as approved by the Landlord

c. Basement – 3rd Thursday per month for Board meetings during practice time in

The Fellowship Hall

Year round

d. Adequate storage space which is included to but is not limited to:

Room adjacent to the Fellowship Hall (formerly called “The Parlour”) and the back of

the stage in the Fellowship Hall.

**(2) Term:**

a. Landlord hereby licenses the Licensed Premises to Tenant, and Tenant hereby licenses the

same from Landlord, star􀆟ng September 1, 2023 and ending August 31, 2028. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the License term. If Landlord is unable to timely provide the Licensed Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

**(3) Rental:**

a. Tenant shall pay to the Landlord rental of $27,250 in the first year of the rental

agreement, payable in installments of $2625 per month from September 2023 to June

2024 inclusive and $500 per month for July and August 2024. The 10-month periods

(September to June) of the four following years (September 2024 to June 2025,

September 2025-June 2026, September 2026-June 2027, September 2027-June 2028)

will each include an increase in license payments from the previous year based on the

Annual Canadian Consumer Price Index-Common (CPI-Common) percentage change

increase over the previous year posted by the Government of Canada in the June

preceding the annual scheduled license instalment increase as posted online at

https://www.bankofcanada.ca/rates/price-indexes/cpi/ . The payments for storage only

in July and August for the five-year license will remain at $500 per month for each year

of the 5-year license. Each installment payment shall be due in advance on the first day

of each calendar month during the license term to Landlord at 49 Wayne Dr., Brantford

ON, N3R 2Y8 or at such other place designated by written notice from the Landlord.

b. The rental for any renewal license term, if created as permitted under this license, shall

be determined at the 􀆟me of renewal and payable in instalments as above.

(4) and subject to all other terms of the agreement dated July 23, 2023 Carried

Fairview United Church, Brantford

 MOTION by Mary Anderson/ Steve Lowden That the Congregational Support Commission of Horseshoe Falls Regional Council consent to the request to the licence of certain Real Property, the legal description of which is Meeting Room A of Fairview United Church as well as the adjacent room, and the municipal address of which is 49 Wayne Drive, Brantford ON, NYR 2Y8, pursuant to an agreement between the Trustees of Fairview United Church, a congregation of The United Church of Canada, as Landlord, and Fairview Academy Montessori School, as tenant, dated the 23rd day of July, 2023, and subject to regional council approval, the terms of which are as follows:

**(1) Use of Licensed Premises**

Exclusive Use Licensed Premises

i. Meeting Room A and Adjacent Room 7 am – 6 pm from Monday to Friday of each week

ii. Use of the Washroom across hall from Meeting Room on days when premises are leased

by the tenant

Non-Exclusive Use Licensed Premises

iii. Outside space on Norman St Side for gross motor play

iv. Fellowship Hall for gross motor play on inclement weather days if not in use or already

reserved

v. Use of one shelf in the church kitchen fridge if needed

**(2) Term:**

a. Landlord hereby licenses the Licensed Premises to Tenant, and Tenant hereby licenses

the same from Landlord, star􀆟ng September 1, 2023 and ending August 31, 2028.

Landlord shall use its best efforts to give Tenant possession as nearly as possible at the

beginning of the License term. If Landlord is unable to timely provide the Licensed

Premises, rent shall abate for the period of delay. Tenant shall make no other claim

against Landlord for any such delay.

b. Tenant may request the renewal of the License for a renewal term of 5 years which

renewal may be unreasonably denied. Tenant may make a request for renewal of the

License by giving written notice to the Landlord not less than 120 days prior to the

expiration of the Initial Term. The renewal term shall be at the rental mutually agreed

upon and otherwise upon the same covenants, conditions, and provisions as provided in

this License. In the event that the Landlord does not wish to renew the License it shall

advise the Tenant by written notice no later than 90 days prior to the initial expiration of

the initial term.

c. Early Termination Clause: Either party may request a termination of the current

agreement with an agreed upon notice (6 months).

**(3) Rental:**

a. Tenant shall pay to the Landlord rental of $8,100 in the first year of the rental

agreement, payable in installments of $675 per month from September 2023 to August

2024 inclusive. The 12-month periods of each of the following years during the term of

this License shall each include an increase in license payments of $50 per month from

the previous year commencing on September 1st in each year of the term. Each

installment payment shall be due in advance on the first day of each calendar month

during the license term to Landlord at 49 Wayne Dr., Brantford ON, N3R 2Y8 or at such

other place designated by written notice from the Landlord.

b. The rental for any renewal license term, if created as permitted under this license, shall

be determined at the time of renewal and payable in instalments as above.

(4) and subject to all other terms of the agreement dated July 23, 2023 Carried

St. Paul’s United Church, Paris

 MOTION by Jane Wyllie / Judy Chartrand That the Congregational Support Commission of Horseshoe Falls Regional Council consent to the request to the request from St. Paul’s United Church, Paris to proceed with the replacement of the church roof by Ontario Metal Products Ltd. at an estimated cost of $99,711.20 Carried

St. Paul’s United Church, Oakville

 Information update. The CoF has decided to sell the property. They are just beginning the process. They want to be able to have funds to assist them with their ongoing ministry.

**Transitions:**

 MOTION by Jane Capstick / Mary Anderson That the Congregational Support Commission of Horseshoe Falls Regional Council approve the request from Elcho United Church to disband with gratitude for their years of faithful ministry. The date of their final worship service shall be September 24, 11 am. Date of disbanding to be decided. Carried

**Other** **Business:**

* People’s Memorial Listing
* Concerns re: Burkholder United Church
* Covenanting Service Ryerson and Bethesda UC Sept 17 or 24th
* Policy re: Extension Council Loans – Lynne to draft a document for consideration

**Executive Report**

* Members asked to review the evaluation report
* Orientation day September 26 – at Regional Council Office

**Staff Report:**

* National Assessment
* Statistics Reports
* New Vision update

**Next Meeting:**  September 12, 2023 7pm

 Territorial Acknowledgement: Jane Capstick

 Worship by:

**Affirm Initiatives**

Section A Encourage communities of faith to make use of available resources, including the Affirm Network, to discuss issues of inclusion and diversity

Section B Encourage conversations with ecumenical and interfaith groups and community partners, especially with our full-communion partners regarding best practices

Section E Encourage communities of faith to engage in conversations about making safer spaces within the church and community for people of any sexual orientation or gender identity.