**Congregational Support Commission**

**Horseshoe Falls Regional Council**

**of The United Church of Canada**

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

***APPROVED Minutes***

**August 17, 2023**

**9:00am**

***Via Zoom***

**Roster:** (9) 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**: Mary Anderson, Steven Lowden, Judy Chartrand, Shawn Bausch, Karen Tobey

**Regrets:** Adrianne Robertson, Jane Wyllie, Ross Gowan, Jane Capstick

**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 Steven Lowden

**Acknowledging the Land: Lynne Allin**

**Opening Worship: Lynne Allin**

**Opening Motions:**

 **Approval of Agenda:**

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

**Property**

**Trinity United Church, Thorold**

MOTION by Judy Chartrand / Shawn Bausch That the Congregational Support Commission of Horseshoe Falls Regional Council consent to the request from Trinity United Church, Thorold

(1) to the sale of certain Real Property, the legal description of which is TRUSTEES OF TRINITY UNITED CHURCH, LT5,PL889, W/S of Pine St. S., Except BB67992; PT LT 4, PL 889, W/S of Pine St. S, As in BB67991; LT 76, PL 898, Except BB43810 & AA3277; T/W BB43811; Thorold; and the municipal address of which is 15 Pine Street South, Thorold, On L2P 1W8, pursuant to an agreement between the Trustees of Trinity United Church, a congregation of The United Church of Canada as lister, and RE/Max Escarpment Realty Inc. as realtor, dated the 15th day of August, 2023, and subject to regional council approval, the terms of which are as follows:

The Agreement of Purchase and Sale dated this 15th day of August, 2023

BUYER: 14914538 Canada Inc. Agrees to purchase from SELLER Trustees of (Thorold) Trinity United Church the following

REAL PROPERTY: 15 Pine Street S., fronting on the West side of Pine St. S., in the Municipality of Thorold – Region of Niagara and having a frontage of 93.59 more or less by a depth of 362.34 more or less and legally described as LT 5, PL 889, W/S of Pine St., S., Except BB67992; PT LT 4, PL 889, W/S of Pine St S., as in BB67991; LT 76, PL 898, Except BB43810 & AA3277; T/W BB43811; City of Thorold

PURCHASE PRICE: One Million Four Hundred Thousand Dollars (CDN$) $1,400.000.00 Dollars.

DEPOSIT: Buyer submits upon acceptance Fifty Thousand Dollars (CDN$) $50,000.00

By negotiable cheque payable to Re/Max Escarpment Realty Inc. “Deposit Holder”

To be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, “Upon Acceptance” shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder’s non-interest bearing Real Estate Trust Account and no interest shall be earned received or paid on the deposit.

COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 28th day of September, 2023. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

CONDITIONS

The Buyers and Sellers acknowledge that the Sellers shall have the right to access and use the subject property, free of charge, for the purpose of Church Service, on Sunday mornings, until December 31st, 2023. The Buyer agrees to maintain all utilities, at the Buyers expense. For enjoyable use.

The Buyer agrees to allow the current congregation to use the main floor kitchen and gymnasium space for their monthly charity meal, free of charge, until December 31st, 2023, at the Sellers own expense and liability as long as the Buyer is not using the facilities at the time. The Sellers acknowledges that they must give one week notice to the Buyer prior to the monthly event.

The Sellers are responsible of clean up only after their use of the kitchen, gymnasium and church at their own cost.

The Sellers acknowledge that all use of the subject property, indoors and outdoors, is only as long as the Sellers maintain liability insurance till December 31, 2023.

This Offer is conditional upon the approval of the terms hereof & HST implications by the Buyers Solicitor/Accountant. Unless the Buyer gives notice in writing delivered to the Seller or to the Seller’s address as hereinafter indicated personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6:00 p.m. on the 24th day of August, 2023, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction.

This condition is included for the benefit of Buyer and may be waived at the Buyer’s sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Buyer shall be allowed to view the property as required prior to closing for the purpose of appraisal, insurance, estimates, walk through, etc. at times mutually agreed to by all parties.

In addition to, this Offer is conditional upon the Sellers at the Sellers own expense to seek approval of the Board of Trustees of Trinity United Church, Thorold, Horseshoe Falls Regional Council, United Church of Canada and approval of their Lawyer(s). Unless the Sellers gives notice in writing delivered to the Buyers personally, or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 p.m. on the 18th day of August 2023, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deductions.

This condition is included for the benefit of the Seller, and may be waived at the Seller’s sole option by notice in writing to the Buyers as aforementioned within the time period stated herein. Carried

 **Other** **Business:**

Meeting adjourned 9:18 am

**Next Meeting:**

 Territorial Acknowledgement:

 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.