

East Central Ontario Regional Council
Special Meeting of the Assembly of Elders
Thursday, January 5, 2022 – 2 PM

Vision of the Assembly of Elders by which we evaluate progress based on:

Strengthened by God's grace and refreshed by the Spirit,
We follow the way of Jesus in healing our world.

IN ATTENDANCE

Rev. Lesley Hamilton	Member
Brian James	Member - Financial Administration
Ted Meyers	Member
Rev. Paul Reed	Speaker, Member
Ian Robb	Member
William (Bill) Sheaves	Member
Rev. Lynn Watson	Member
Rev. Edward (Ned) Wells	Member
Rev. Darren Liepold	Member, Acting Executive Minister, Pastoral Relations Minister
Joel Miller	Corresponding Member, Program Assistant to Executive Minister, Recording Secretary

REGRETS/ABSENT

Margaret Curtis	Member
Pat Long	Member
Kaitlyn Ostrander	Member (Youth)
Rev. Wanda Stride	Member, Leading Commissioner, 44th General Council Commissioner
Kathleen Whyte	Member
Rev. Rodney Smith-Merkley	Corresponding Member - Minister for Respectful Relationship and Indigenous Justice
Sharon Hull	Corresponding Member - Minister for Spiritual Nurture, Respectful Relationship and Justice for all Ages
Karen Wilson	Corresponding Member - Communications and Administration Assistant

Opening Devotions and Recognize the Land – Paul Reed acknowledged the land and the First Nations Peoples who have cared for these lands for thousands of years, and continued all to be encouraged in living in right relations, and towards truth and reconciliation. Paul also opened the meeting in prayer.

Business arising grouped according to confirmed Guiding Principles

- V. *The number of church buildings in our Regional Council that are accessible is increasing. There is faithful stewardship of property and finances*

Property Management Agreement between East Central Ontario Regional Council and The Toronto United Church Council

Brian James provided some background information. Dalrymple United Church would be the first to make use of this agreement; around 4 more churches will be in similar situations before June 2023.

- See Property Management Agreement between East Central Ontario Regional Council and The Toronto United Church Council as **Appendix A**

2023-01-05-001 MOTION (B. James/W. Sheaves) That the Assembly of Elders of the East Central Ontario Regional Council approves the recommendation by the Mission Through Property Team of East Central Ontario Region to establish a Property Management Agreement between the East Central Ontario Regional Council (ECORC) and The Toronto United Church Council (TUCC) to have TUCC act as interim property management agent for named ECORC properties on a fee for service basis. The duties to be carried out will include the interim management and supervision of named Regional Council properties awaiting redevelopment or sale, and where agreed, acting as the Regional Council's agent to facilitate the divestment of the properties. (T. Meyers abstains) **CARRIED**

Discussion: It was clarified that the Regional Council (represented by the Property Team) still has input on rental requests and agreements. Trustees will become advisory members to the TUCC for the management of properties.

New Business –

It was reminded that on Saturday at 10:30 AM, at Wesley United Church (south of Buckhorn, ON) the new Executive Minister (Éric Hébert-Daly) will be holding a meet and greet.

Motion to adjourn

2023-01-05-002 MOTION (B. James) That the East Central Ontario Regional Council Assembly of Elders adjourn the meeting at 2:24 PM. **CARRIED**

Next Meeting Dates -Friday, January 27, 2023 9:00 to noon ZOOM

Rev. Paul Reed
Speaker

Rev. Darren Liepold,
Acting Executive Minister

Appendices

Appendix A	Property Management Agreement between East Central Ontario Regional Council and The Toronto United Church Council	Pages 3-8
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Appendix A

DRAFT**Property Management Agreement between East Central Ontario Regional Council
and The Toronto United Church Council**

The Toronto United Church Council (TUCC) has been asked to act as interim property management agent for named East Central Ontario Regional Council (ECORC) properties on a fee for service basis. The duties to be carried out will include the interim management and supervision of named Regional Council properties awaiting redevelopment or sale, and where agreed, acting as the Regional Council's agent to facilitate the divestment of the properties.

The parties acknowledge and agree that legal title to the property is held by The United Church of Canada in trust for the Regional Council as the sole beneficial owner. Nothing in this Agreement changes the legal or beneficial ownership of the property, and all responsibilities and liabilities of ownership of the property remain with the Regional Council.

It is also understood that this is not an exclusive agreement and that ECORC may engage other bodies to carry out work described in this agreement on its behalf.

This Agreement details the duties and responsibilities of the two parties.

TUCC agrees to the following:

TUCC will act as property management agent for named Regional Council properties in both the interim or holding stage, and, where requested, divestment stage.

Interim Site Management of Named Regional Council Properties

Tasks will include:

- Monitoring site as required and agreed with the Regional Council & its insurer.
- Effecting necessary maintenance and emergency action when required in a timely manner.
- Liaising with the trustee/management group and where appropriate other volunteers recognized or appointed by the Regional Council for a named property.
- Receipt, review, and payment of bills for site utilities.
- Enter into lease or rental agreements on behalf of Regional Council during the term of this Agreement, and to enforce the provisions of same, and to institute legal action or other proceedings to collect rents and sums due, and to dispossess tenants and other persons from the Regional Council properties on behalf of the Regional Council.
- Ensuring proper management of property rentals including the collection, and accounting of income from rentals (Note: Rental income on properties will accrue to Regional Council).
- Recording and reporting income received for named properties, and disbursements for the maintenance and oversight of the named properties, to the Regional Council on an agreed time frame.
- Timely reporting of any unusual property management or capital improvement requirements to Regional Council with recommendations for resolution and implementation and effecting such recommended actions on written direction from Regional Council.
- Engaging other professionals and services providers, including but not limited to accounting, legal, and

building maintenance services, as deemed necessary by TUCC in order to carry out interim site management tasks.

Management of Divestment of Named Regional Council Properties

Where requested TUCC will act as the facilitating agent for the divestment of named Regional Council properties, working with the trustee/management group appointed by the Regional Council.

Tasks will include:

- Establishing good title to property in conjunction with legal counsel appointed by Regional Council, and other parties as required and determined by TUCC.
- Requesting, receiving, reviewing divestment proposals from appropriate marketing professionals.
- Recommending a marketing proposal to Regional Council and/or its appointed trustees for a property.
- Engaging consultants required for completion of the offering package (e.g. planners, environmental consultants) as deemed necessary by TUCC.
- Receiving and reviewing Offers to Purchase.
- Recommending Agreement of Purchase & Sale to Regional Council and /or its appointed trustees for the property.
- Management of sale transaction to close, including ensuring appropriate disbursements are made.

Regional Council agrees to:

- Identify and appoint trustee/management committees for the named properties.
- Provide TUCC with written direction regarding the interim management and/or divestment of named properties (and any restrictions on use or sale), as may be requested by TUCC.
- Provide required means of access to designated properties (keys, codes etc.).
- Provide all forms of authorization required for TUCC to carry out its duties.
- Direct all utility and service contracts to TUCC for administration during management and divestment periods.
- Maintain 'in-force' property loss and liability insurance until sale closing.
- Add TUCC as 'also insured' under liability coverage.
- Provide TUCC with written rider from insurer.
- Provide TUCC with timely reimbursement of costs incurred in the management of properties, and payment of fees for service invoiced; or provide an adequate operating fund to cover ongoing costs of property management (utilities, small repairs, etc.), the minimum level of the fund to be determined by mutual agreement between Regional Council and TUCC.
- Respond to requests for other payments in a timely fashion.

Other Matters

Limitation of TUCC Liability

Regional Council agrees to indemnify and hold harmless TUCC, its officers, directors, employees, volunteers, successors and assigns (collectively the "Indemnified Parties") from and against all claims, costs, expenses, fines,

demands, losses, damages, actions, suits or proceedings and all other liabilities including bodily injury and death to any person or loss or damage to property, and expenses including all legal fees and disbursements that arise out of or are attributable to the acts or omissions of TUCC, its subcontractors, suppliers, agents, employees, officers, directors and all other persons and all other entities for whose acts TUCC may be liable or for whom it is responsible in law, but shall not include any claims arising solely from the active negligence of the "Indemnified Parties." The indemnity obligations of Regional Council under this Agreement shall survive the expiry or other termination of the Agreement.

Compensation to TUCC

(1) During the interim/holding management phase:

- TUCC will charge Regional Council for the actual hours worked by TUCC staff in fulfillment of property management duties. The hourly rate to be charged in 2023 will be \$125 per hour for direct property management work, and \$75 per hour for accounting work.
- In addition, TUCC will invoice Regional Council for travel associated with the carrying out of duties at the rate of 56c per km, or the rate set by General Council, whichever is the higher.
- A meal allowance of up to \$35 will be charged for work involving more than four hours away from the office.
- A worksheet identifying these costs will accompany each invoice

(2) During a divestment phase:

(i) Property management duties carried out during the divestment phase will be charged as in (1) above.

(ii) In addition, duties in relation to the divestment of a property will be remunerated by a fee that will, be the higher of 1% of the final sale price plus travel expenses at the rate of 0.56c per km or the rate set by General Council, whichever is the higher; and hours actually worked at a rate of \$125 per hour plus travel expenses at 0.56c or the General Council, whichever is the higher.

When an hourly rate is charged, a worksheet identifying the costs will accompany invoices. When a percentage fee is applied this will be included in the closing adjustments.

All fees will be subject to applicable taxes (if any).

Review of the Agreement

- TUCC and Regional Council staff will liaise regularly to monitor the working of this Agreement.
- Amendments to this Agreement may be made by the mutual consent of the two parties.

Duration of the Agreement

- It is anticipated that this Agreement will be for two years (i.e. through 2023 and 2024). It may be extended by mutual agreement.

Termination of the Agreement

- The Agreement may be terminated by either party without cause on three months written notice to the other party.
- A final accounting of the operating fund deposited with Council will be made within thirty days of the termination of the Agreement.
- Reimbursement of the balance in the fund will be made once all outstanding payments to outside

contractors/bodies have been made, and all TUCC invoices to Regional Council have been settled.

Default and Remedy

If a party has breached any of its obligations in this Agreement and, if such breach is capable of being remedied, after written notice from the party not in breach the offending party fails to remedy such breach within fifteen days, or if such breach cannot reasonably be remedied within fifteen days, the offending party fails to commence to remedy such breach within such fifteen days or thereafter fails to proceed diligently to remedy such breach, then an Event of Default shall have occurred.

In addition to any other remedies available at law, if an Event of Default has occurred, the party not in breach of its obligations may remedy or attempt to remedy the default of the offending party.

The party not in breach shall not be liable to the offending party for any loss, injury or damages caused by acts of the party not in breach in remedying or attempting to remedy the Event of Default. The offending party shall pay to the party not in breach, on demand, all expenses incurred by such party in remedying the Event of Default, together with an administration fee of 15% of such expenses and interest at the rate of 18% per annum from the date such expense was incurred by the party not in breach.

Notices

Any notice, demand, statement, or request required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, delivered by courier, mailed by registered prepaid post, or delivered by facsimile transmission or electronic mail, in the case of notice to TUCC, to it at the following address:

The Toronto United Church Council
49 Bogert Ave
North York, ON M2N 1K4
mail@tucc.ca

and in the case of notice to Regional Council, to it at the following address:

East Central Ontario Regional Council
The United Church of Canada
225 50th Avenue
Lachine, Québec H8T 2T7
eastcentralontario@united-church.ca

Any such notice given in accordance with the above requirements shall be deemed to have been given, if mailed, on the fifth day following the date of such mailing or, if delivered, on the day on which it was delivered so long as such delivery was prior to 5:00 p.m. on a Business Day (and, if after 5:00 p.m. or if any such day is not a business day, then it shall be deemed to have been delivered on the next business day). Either party may from time to time by notice change the address to which notices to it are to be given.

Arbitration

If there is a dispute, difference, or question between the parties under this Agreement, the parties agree that the matter shall be decided by arbitration alone and not by recourse at law. Arbitration shall be conducted by a single arbitrator chosen by the parties, or if they are unable to agree upon an arbitrator, an arbitrator shall be appointed

pursuant to the Arbitration Act, 1991, S.O. 1991, c. 17. The arbitration award shall be final and binding on the parties and not be subject to appeal. Each party shall pay its own costs and one-half of the fees and expenses of the arbitrator.

Signing Page

Appendix 1: The Operating Fund

Should Regional Council decide to choose the 'operating fund' method for reimbursement to TUCC the following will apply:

- Regional Council will provide and replenish operating funds to be held by TUCC as a property reserve fund for ongoing costs associated with holding, and maintaining the named properties.
- The amount to be held in the fund will be mutually agreed between the two parties and may be adjusted based on experience and numbers and types of properties under management.
- TUCC shall be entitled to apply operating funds in payment of any and all disbursements and costs reasonably incurred by TUCC in carrying out its tasks pursuant to this Agreement, including but not limited to the cost of supplies and materials, and fees charged by professionals and service providers engaged by TUCC.
- Operating funds shall not be used to pay compensation to TUCC for its fees, unless written authorization is given by Regional Council.

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- TUCC will provide Regional Council an accounting of the fund within thirty days of the end of June and December.
 - No interest will accrue to Regional Council on balances held in the fund.
 - The following spending limits will apply to expenditures from the fund:
 - expenditures up to \$25,000. No approvals required.
 - expenditures over \$25,000 will be approved by Regional Council in a timely manner.
 - At the termination of the Agreement any balance remaining in the fund will be repayable by TUCC to Regional Council (see below).