The United Church of Canada L'Église Unie du Canada

IN ATTENDANCE

East Central Ontario Regional Council Meeting of the Assembly of Elders

# East Central Ontario Regional Council <u>Meeting of the Assembly of Elders</u> Tuesday, June 27, 2023 – 1:00 p.m.

# 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	
Stephen Coles	Member
Margaret Curtis	Member
Rev. Kevin Fitzpatrick	Member
Rev. Eric Hebert-Daly	Member, Executive Minister
Brian James	Member, Financial Administration
Ted Meyers	Member
Rev. Kaitlyn Ostrander	Member (Youth)
Rev. Paul Reed	Member
William (Bill) Sheaves	Member
Rev. Wanda Stride	Member, Speaker, Leading Commissioner, 44th General Council
	Commissioner
Rev. Edward (Ned) Wells	Member
Sharon Hull	Corresponding Member - Minister for Spiritual Nurture,
	Respectful Relationship and Justice for all Ages
Rev. Darren Liepold	Corresponding Member, Pastoral Relations Minister
Joel Miller	Corresponding Member, Program Assistant to Executive
	Minister, Recording Secretary
Karen Wilson	Corresponding Member - Communications and Administration
	Assistant
REGRETS/ABSENT	
Patricia Long	Member
Rev. Lynn Watson	Member
Rev. Rodney Smith-Merkley	Corresponding Member - Minister for Respectful
	Relationship and Indigenous Justice

\*This meeting focuses on decisions related to pastoral relations and property matters; seeks to create time to discern: Designated Lay Ministry status; newsletter editorial policy; how to recognize emerging networks; Assembly of Elders' vacancy; and strategizes how to ensure congregations vote on Remit 1: Establishing an Autonomous National Indigenous Organization.

Land Acknowledgement & Opening Devotions – Stephen Coles acknowledged the land, recognizing that he resides on lands that are governed by the Williams Treaties (1923), and gave thanks for First Nation Peoples stewardship of the lands for thousands of years. Stephen highlighted that while land recognitions are good, The United Church of Canada's Indigenous Circle is a better example of reconciliation. Stephen opened this meeting with a time of prayer.

**Circle Time of Sharing** – All were invited to share; particularly focusing on summer months.

## Appointment of an Equity Monitor for this Meeting

**2023-06-27-001 MOTION** (B. James/Ned Wells) That the East Central Ontario Regional Council Assembly of Elders appoint William (Bill) Sheaves as Equity Monitor for this meeting. **CARRIED** 

# Minutes of May 30<sup>th</sup> 2023

**2023-06-27-002 MOTION** (T. Meyers/K. Fitzpatrick) That the East Central Ontario Regional Council Assembly of Elders approves the Minutes of May 30<sup>th</sup> 2023 as circulated. **CARRIED** 

# Email Poll of June 2<sup>nd</sup> 2023

**2023-06-27-003 MOTION** (B. Sheaves/M. Curtis) That the East Central Ontario Regional Council Assembly of Elders received into its minutes the email poll of June  $2^{nd}$  2023:

2023-06-02-001 MOTION (W. Sheaves/) That the East Central Ontario Regional Council Assembly of Elders concurs with the following recommendation from Covenant Support Leadership Team, that upon confirming eligibility on church hub, Rev. Dr. John Young be approved for re- appointment as retired supply, to the Bridge Street Belleville Pastoral charge, 75% time effective July 1, 2023-June 30<sup>th</sup> 2024 (Salary category F COL 3, adequate admin support all other terms as per The United Church of Canada Manual). CARRIED

# CARRIED

### Agenda

**2023-06-27-004 MOTION** (S. Coles/B. James) That the East Central Ontario Regional Council Assembly of Elders accept the agenda as amended (addition: Support for the Kingston congregations) **CARRIED** 

### **Incoming Correspondence**

- a) May 25, 2023, Sarah Charters, President, The United Church of Canada Foundation, re receiving funds from the disbanding congregation (Roslin Thomasburg United Church) (*for information*);
- b) May 31, 2023, Bev Oag, Program Coordinator, Duty of Care and Incorporated Ministries, The United Church of Canada, re Camp Quin-Mo-Lac by-laws and articles in compliance (*for information*);
- c) June 2023, A group of members of Mark Street United Church (Peterborough), re property redevelopment (*for action under Va*);
- d) June 7, 2023, Susan Jackson, Information and Statistics Coordinator, The United Church of Canada, re PC's that have not yet submitted their 2022 Statistical Forms-PLS submit your 2022 Forms by June 30, 2023 (*for information*).
- e) June 7, 2023, from Rev. Darryl Webber, Interim Minister, Simcoe Street United Church, Oshawa, to Rev. Eric Hebert-Daly, Executive Minister, re draft response regarding surround area of Simcoe Street United Church, Oshawa (*for information*)
- f) June 2023, Certificate to East Central Ontario Regional Council, from The Right Reverend Doctor Carmen Lansdowne, Moderator, re recognition of givings to Mission & Service (\$1,150,559.00) (for information)

# **Outgoing Correspondence**

g) June 14, 2023, from Rev. Eric Hebert-Daly, Executive Minister, to Rev. Barbara Willard, re Certificate of Good Standing for Prince Edward North Pastoral Charge (*information*);

\*Accessing documents for Assembly of Elders – Rev. Eric Hebert-Daly shared his screen and informed members how they can gain access through Church Hub (which routes to Share Point where documents are stored) to correspondence and documents prepared for future Assembly of Elders meetings.

### **Business arising grouped according to confirmed Guiding Principles**

*I.* <u>All Communities of Faith participate in ECORC meetings and initiatives</u>

Facilitation Forum – Facilitation Forum (terms of reference) – Paul Reed

• See Facilitation Team Forum Terms of Reference as Appendix A

**2023-06-27-005 MOTION** (B. Sheaves/T. Meyers) That the East Central Ontario Regional Council Assembly of Elders adopt the terms of reference of the Facilitation Forum as circulated. **CARRIED** 

It was highlighted that membership for this Forum would come from the Forum and names be communicated back to the Assembly of Elders in September.

Dates: It was highlighted that spring meeting dates currently in other Regional Councils is May  $31^{st}$  – June  $1^{st}$  (EOORC); June  $8^{th}$  (Nakonha:ka).

Possible dates will be communicated from the Forum, back to the Assembly of Elders in September.

*II.* <u>Clergy, lay leaders and communities of faith express satisfaction with the support, development</u> <u>opportunities and communication they receive</u>

#### **Communications** – Karen Wilson

- See *Communication Report* as **Appendix B** 
  - a) Determining an editorial policy for items that will appear in the newsletter
    - Discussion: content vs opinion? How to make room for the latter?
    - Currently there are no terms of reference for communication
    - Eventually create a policy regarding communications
    - It was suggested that terms of reference and policy come from the group that will be updating the governance handbook (with consultation from folks involved on teams, etc.)
    - Suggested to get guidance from exterior (i.e., other regional councils and or General Council)
- *III.* <u>Those involved in any way with ECORC demonstrate awareness of our Vision and Mission statements,</u> and express a feeling of connection to and commitment to the work of ECORC

# *IV.* <u>People in all roles and capacities within ECORC are aware of Council decisions and policies, and know</u> where to find the information they need

i) **Governance** – To do:

- a) Policy regarding supply, Update LLWL Handbook The Governance Handbook needs to be updated and a process (i.e., look at the Governance Handbook as a whole, consult with Teams re terms of reference, etc.). Paul Reed, Lynn Watson, Wanda Stride, Ryan McNally, Kaitlyn Ostrander and Ted Meyers part of review team. The hope is to have the work completed in time for the November General Meeting.
  - It was highlighted that updates to the Governance Handbook needs to begin planning soon (has been on the agenda for some time now). This will include the reflection on an editorial policy for the newsletter.

b) Policy for when to record during information sessions – Equity Team, work is ongoing.

### ii) Covenanting Support Team – William Sheaves

- See *CST minutes (June 20<sup>th</sup> 2023)* as **Appendix C**
- See *Liaisons Database* (circulated ahead of meeting; not included as an appendix)

#### a. Change in Pastoral Relations

**2023-06-27-006 MOTION** (W. Sheaves/S. Coles) That the East Central Ontario Regional Council Assembly of Elders concur with the following recommendations from Covenant Support Leadership Team:

2023-4

- i) that the restrictions to Rev. David Watson be lifted effective June 30, 2023;
- ii) that Rev. Sharon Campbell-Rayment be appointed as Pastoral Charge Supervisors to Dunsford United Church;
- iii) that Rev. Mary-Jane Hobden be appointed Pastoral Charge Supervisor to Kedron United Church;
- iv) that after confirming eligibility on Church Hub, CST recommends to the Assembly of Elders that the Rev Lynda Hodgins be re-appointed, retired supply to the Harmony Pastoral Charge, effective October 1, 2023 to May 31, 2024 with the following terms: 50% salary and benefits at or above minimum and all other terms as per the United Church manual. **CARRIED**

**2023-06-27-007 MOTION** (W. Sheaves/S. Coles) That the East Central Ontario Regional Council Assembly of Elders concur with the following recommendations from Covenant Support Leadership Team: that the Regional Council pay for travel expenses (driving time and distance travelled) of Pastoral Charge Supervisors instead of Community of Faith paying, effective June 27<sup>th</sup> 2023. **CARRIED** 

**Consider the status of retired Designated Lay Ministers and Proposal to General Council** – deferred to next Assembly of Elders meeting

**How to support Church in the Kingston Area following news of Timothy Milley** (Timothy Milley, 69 years old, who previously served as a minister at the Cataraqui United Church in Kingston, was sentenced to 10 years in a US court for child luring offences)

• Discussion: Should space be created for people to gather and find/offer support? By whom? It was agreed to that members of the Assembly of Elders would offer support should they be called upon. It was suggested that connecting with clergy could also provide insights on support.

### iii) Additional reports from the Team – Darren Liepold.

- a) Grace United Church
- See *Commission Report* as **Appendix D 2023-06-27-008 MOTION** (S. Coles/W. Sheaves) That the East Central Ontario Regional Council Assembly of Elders receive the Commission report and concur with the recommendations:

- 1. Ensure that a Pastoral Charge Supervisor is assigned effective July 1<sup>st</sup> to allow the faith community to have a resource for guidance and leadership.
- 2. Allow the faith community to respond to the financial challenges, while utilizing pulpit supply to help replenish their "well" of support for ministry for a period of 4-6 months. During that time, we recommend that the congregation look at alternative forms of ministry that will give them consistency in the pulpit in conjunction with the PC Supervisor. (ie. "shared minister" between Highland Hills & Hope United Churches)
- 3. Give 6 months written working notice to custodian, Debbie March for her 14 years of service to the congregation as the faith community can no longer sustain this position and will utilize a volunteer team moving forward. (14 hours per week)
- 4. Give 3 months written working notice to the Treasurer, Susan Sweet-Lebeau for her 5 years of service as the faith community can no longer sustain this position. (20 hours per week)
- 5. Replace the Chair of the Ministry & Personnel Committee due to a lack of confidence that was expressed by members of the congregation and Board.

When/if there has been a sufficient financial response by the congregation to demonstrate that they are able to sustain ministry, the Commission recommends the following:

- 7. Provide a FT Intentional Interim Minister for the congregation for a minimum of two years. There is a need for strong central leadership. Someone who can be unbiased and not swayed by the people who exhibit strong controlling interests in the church hierarchy that exists.
- 8. Hire a PT music director/musician to provide music leadership for worship and for the choir.

All other positions should be volunteer until such time as there is sufficient income to cover these costs. **CARRIED** (*K. Fitzpatrick abstains*)

### Supporting the life of Communities of Faith where ministry takes place

## **ON-GOING concerns**

- a) Young's Point United Church Rev. Darren Liepold provided an oral report
- b) Northminster United Church Rev. Darren Liepold highlighted that the congregations is asking for change in pastoral relations as of July 1<sup>st</sup>
- c) St-John's United Church Rev. Darren Liepold provided oral report
- d) Bancroft and Carlow United Churches Rev. Darren Liepold provided an oral report

Discussion: It was stressed that Pastoral Supervisors are needed (in particular at Dunbarton)

V. <u>The number of church buildings in our Regional Council that are accessible is increasing. There is</u> <u>faithful stewardship of property and finances</u>

### **Mission Through Property** – Ted Meyers

- a) Mark Street United Church, Peterborough
  - See Certificate of Trustees Consent of a Regional Council as Appendix E

**2023-06-27-009 MOTION** (T. Meyers/B. James) That the East Central Ontario Regional Council Assembly of Elders approve the recommendation from the Mission Through Property Team to

accept and approve the application from Mark Street United Church, IN THE MATTER OF: PART OF LOT 1 W BROWN ST NOW MARK ST PL IA VILLAGE OF ASHBURNHAM DESIGNATED AS PART 1 ON PLAN 45R16886, CITY OF PETERBOROUGH; see Attachment 'A' Final survey to follow, to the East Central Ontario Regional Council for its consent to enter into the completion of the exchange agreement between Mark Street United Church and TVM Group. This approval is conditional upon:

- A satisfactory review of the Exchange Agreement by the legal team of Kindred Works.
- Completion of a conflict of interest signed document by the Mark Street United Church Congregational Board and the Development Committee members sent to the Mission Through Property Leadership Team of the East Central Ontario Regional Council.

AND IN THE MATTER OF: Exchange of Property

1. to the exchange of certain real property, the legal description of which is PART OF LOT 1 W BROWN ST NOW MARK ST PL IA VILLAGE OF ASHBURNHAM DESIGNATED AS PART 1 ON PLAN 45R16886; CITY OF PETERBOROUGH, under PIN# 28134-0055LT with the municipal address to be determined by survey, see Attachment 'A', pursuant to an agreement between the Board of Trustees of Mark Street United Church, a congregation of The United Church of Canada, as Registrant, and TVM Group as the acquirer, final date of exchange to be determined subject to approval by all parties, and subject to Regional Council approval of the terms of which are as follows:

Entering into the exchange agreement which reads for \$2.00 and other good and valuable consideration in exchange for condo units in the proposed TVM development of value equal to the appraised value of the property set at \$2,000,000.00 plus the construction of a new hall as approved by the congregation at no cost to Mark Street United Church, See Attachment 'A'

The exchange agreement will include all standard terms with no Mark Street United Church take-back by way of mortgage and the property is provided AS IS, subject to standard construction practices.

2. The distribution of the net exchange proceeds will be determined through an approved ministry plan developed by Mark Street United Church and approved by the East Central Ontario Regional Council. **CARRIED** (*N. Wells abstains*)

#### b) Grace United Church, Peterborough

**2023-06-27-010 MOTION** (T. Meyers/B. James) That the East Central Ontario Regional Council Assembly of Elders approve the recommendation from the Mission Through Property Team to approve and support the Loan Application with United Church of Canada Emergency Fund of \$10,000 by Grace United Church, Peterborough. This request comes from the Commission Team working with Grace United Church and is expected to be repaid by the end of 2023. **CARRIED** (*K. Fitzpatrick abstains*)

#### c) St. Matthew's United Church Kingston

#### • See Commercial Lease as Appendix F

**2023-06-27-011 MOTION** (T. Meyers/B. James) That the East Central Ontario Regional Council Assembly of Elders approve the recommendation from the Mission Through Property Team to approve the lease agreement between St Mathews United Church and the Landlord, 2683125 Ontario

Inc a Number company which currently owns the church property which was purchased from St Mathews and leases it back to the COF to continue with their ministry. **CARRIED** 

# d) Peniel United Church listing and sale

**2023-06-27-012 MOTION** (T. Meyers/B. James) That the East Central Ontario Regional Council Assembly of Elders approve the recommendation from the Mission Through Property Team to appoint Elizabeth Cunningham and Ted Meyers as additional trustees (existing trustees are John DeVos, Lorne Bagshaw and Kevin Calhoun) for the Peniel United Church to facilitate and expedite the listing and sale of the church property by Toronto United Church Corporation (TUCC) acting as our Property Management team for the property. **CARRIED** 

# e) St. James United Church Peterborough

# • See Lease Agreement as Appendix G

**2023-06-27-013 MOTION** (T. Meyers/B. James) That the East Central Ontario Regional Council Assembly of Elders approve the recommendation from the Mission Through Property Team to approve the renewal of the lease agreement between St James United Church Peterborough and New Canadian Centre Peterborough. **CARRIED** 

- VI. ECORC events take place in a variety of geographic locations within our Region throughout the year
- VII. <u>We hold events every year related to outreach and social justice within our Regional Council</u>

# i) Formation, Nurture and Justice

See *FNJ minutes of meeting held on June* 8<sup>th</sup> 2023 as **Appendix H** 

- Requesting time to check-in with Assembly of Elders (suggested during the fall)
- ii) **Clusters and Network** Collective discernment on how Networks are created and recognized; Sharon Hull highlighted that networks and clusters are free to form themselves as per the manual <u>https://united-church.ca/news/clarity-clusters-and-networks</u>
  - It was suggested that the process to create them might be clarified as the working group updates the governance handbook.
- *VIII.* <u>We observe increasing use of land acknowledgments and more participation in learning opportunities</u> related to Respectful Relations and Indigenous Justice
  - IX. Children, youth and young adults are represented on all decision-making bodies
  - *X.* <u>There are events planned for and by children, youth and young adults every year. A significant number of these events provide children, youth and young adults with leadership opportunities</u>
  - XI. <u>There is evidence that inclusive language is becoming the norm in the life and work of our church</u> <u>throughout our Regional Council, especially inclusive language and images of God in worship</u>
- XII. <u>Reports from equity monitors and meeting notes give evidence of a growing awareness of equity</u> <u>standards</u>

**Equity Leadership Team** – Rev. Kaitlyn Ostrander

**2023-06-27-014 MOTION** (K. Ostrander/S. Coles) That the East Central Ontario Regional Council Assembly of Elders approve the recommendation from the Equity Leadership Team that there is an

American Sign Language (ASL) interpreter at every Celebration of Ministries service within the regional council. **CARRIED** 

- XIII. <u>The number of Communities of Faith designated as Affirming continues to increase</u>
- XIV. <u>An increasing number of Communities of Faith, along with ECORC and the Assembly of Elders, are</u> developing plans to increase their environmental stewardship
- XV. We can document specific actions we have taken to become intercultural

### New Business -

- d) Nominations
  - Vacancy on the Assembly of Elders (discerning skillsets, recommending to Nominations Leadership Team) suggested to seek someone from the Kingston area. It was also suggested that diversity still be a priority (cultural, indigenous representations). Shoulder-tapping was encouraged by members of the Assembly of Elders.
- d) Assigning Assembly of Elder Members as Representatives to Leadership Teams
  - Nominations: Rev. Wanda Stride will serve as the representative to this team.
- c) Get out the Vote; Remit 1: Establishing an Autonomous National Indigenous Organization Rev. Eric Hebert-Daly
  - See *proposed strategy* as **Appendix I**. There was consensus that this strategy should go forward.
- d) **Earned Media Strategy** Rev. Wanda Stride will prepare recommendations for next Assembly of Elders meeting in September.

**Opening worship and Equity Monitor for next meeting** – See roster below.

**Equity Monitor Report** – William (Bill) Sheaves expressed thanks to Rev. Wanda Stride for her role as Speaker (this was Wanda's first meeting as Speaker).

### Motion to adjourn

**2023-06-27-015 MOTION** (B. James/N. Wells) That the East Central Ontario Regional Council Assembly of Elders adjourn this meeting at 3:57 PM. **CARRIED** 

**Closing Prayer** – Steve Coles closed the meeting in prayer.

# Next Meeting Dates

- Tuesday, September 5, 2023 (1 PM) Zoom
- Tuesday, October 3, 2023 (1 PM) Zoom
- Tuesday, November 7, 2023 (1 PM) Zoom

The United Church of Canada L'Église Unie du Canada

Speaker

**Executive Minister** 

# **ECORC** Assembly of Elders - Participation Roster

	Opening worship/Land ack/closing prayer	Equity Monitor Roles		
June 27 2023	Steve Coles	Bill Sheaves		
Summer months - urgent decisions will ususally be made via email				
September 5, 2023	Marg Curtis	Paul Reed		
October 3, 2023	Bill Sheaves	Ned Wells		
November 7 2023	Pat Long	Wanda Stride		
December 5 2023 (if	Ted Meyers	Marg Curtis		
needed)		-		
January 2, 2024	Paul Reed	Brian James		
February 6 2024	Ned Wells	Ted Meyers		
March 5, 2024	Wanda Stride	Lynn Watson		
April 2 2024	Brian James	Steve Coles		
May 7 2024	Kaitlyn Ostrander	Kevin Fitzpatrick		
June 4 2024	Lynn Watson	Kaitlyn Ostrander		

# **Appendices**

Appendix A	Facilitation Team Forum Terms of Reference	Pages 10-11
Appendix B	Communications Report	Page 12
Appendix C	Minutes of Covenant Support Leadership Team (June 20 <sup>th</sup> 2023)	Pages 13-15
Appendix D	Grace United Church Commission Report	Pages 16-18
Appendix E	Certificate of Trustees Consent of a Regional Council (Mark Street United Church, Peterborough)	Pages 19-20
Appendix F	Commercial Lease (St. Matthew's United Church, Kingston)	Pages 21-39
Appendix G	Lease Agreement (St. James United Church, Peterborough)	Pages 40-54
Appendix H	Formation, Nurture and Justice minutes of meeting held on June 8 <sup>th</sup> 2023	Pages 55-60
Appendix I	Proposal for getting the remit 1 vote out	Page 61

Appendix A

#### **The Facilitation Forum**

FORUM: Facilitation Forum	Date Approved:	
	Review date:	
Purpose: To provide terms of reference for the Facilitation Forum		

#### **Facilitation Forum Narrative**

The Facilitation Forum is made up of individuals appointed by the Assembly of Elders with consideration of their experience, knowledge and interest in the governing procedures and needs of the Regional Council for the purpose of preparing gatherings of the Regional Council. The Facilitation Forum may include lay and ordered individuals and shall work closely with representatives of host communities responsible for local arrangements.

#### Purpose

The Facilitation Forum supports the Assembly of Elders, East Central Ontario Regional Council scheduling and preparing for gatherings of the Regional Council Spring and Fall meetings, Celebration of Ministry Services and may include educational and special presentations.

#### Membership

The Facilitation Forum shall consist of those appointed by the Assembly of Elders and would ideally include members of the Assembly of Elders, individuals familiar with the work of the Leadership Teams, and those who with agenda and planning experience. It would be recommended that the Speaker of the Assembly of Elders serve on the Facilitation Forum.

#### Terms

Members will serve for three (3) years (terms will be staggered so that there will never be a new slate at the end of terms).

#### Meetings

Members of the Team may be assigned specific responsibilities such as AV/IT, worship, agenda planning, local arrangements. The Facilitation Forum shall typically meet monthly but more frequently in the lead up to in person meetings of the Regional Council for the purpose of coordination and integration of planning.

#### Duties

- i. Propose dates and formats for Spring and Fall meetings of the Regional Council, as directed by the Assembly of Elders, including any pre or post meeting events, to schedule dates for Celebration of Ministry services as required.
- ii. Seek and recommend host sites for meetings for approval by the Assembly of Elders, provide required instruction and direction to local arrangement teams.
- iii. To plan and support the meetings of the Regional Council balancing discernment, business, worship, fellowship, and education.

# iv. To secure appropriate leadership and resources for all meetings of the Regional Council

### Staff Support

The Facilitation Forum is supported by the Executive Minister and, at the discretion of the Executive Minister, may utilize staff for the design and leadership of meeting components. Additional staff may be assigned to support ongoing work.

Note, and not part of the Facilitation Forum terms of reference.

- 1. Facilitation has been incorrectly referred to as a Team but it does not meet the definition of an ECORC Leadership Team as it is neither intended to be representative of the Regional Council and neither are individuals selected through the Nominations process. Facilitation is consistent with a Forum as the membership is chosen by a governing body (the Assembly of Elders) for specific skills.
- 2. The Terms of Reference are not intended to provide a detailed list of expectations for meetings but to assign responsibility. The Facilitation Forum would be guided by current requests, past experience, precedents and evaluations.
- 3. Two motions might be considered at this time:
  - a. That the Terms of Reference for the Facilitation Forum of the Assembly of Elders be adopted as printed.
  - b. That the following be named to the Facilitation Forum:
    - Paul Reed, Steve Coles, Phil Wilson, Ned Wells, Wanda Stride (as Speaker), Brian James (as Treasurer)

Appendix B

# June 27, 2023 – Communications Report – Karen Wilson

# SharePoint:

 John Neff has been updating the Assembly of Elders information with the information I have given him

# Video Editing/Captioning:

- I have purchased 5 hrs of 'speech to text' minutes for captioning the videos which will be submitted under the Equity budget (\$30 for 5 hours)
- A discussion took place at our Equity meeting this month as to what needs to be captioned vs what is acceptable using YouTube captioning – more information to come

# ECORC YouTube Channel:

- 65 Subscribers
- New playlists have been created for easier navigation
- New videos have been uploaded including presentations from the Remit session, Discerning Currents Consultation and Moderator Q&A

### Website Update:

- The website colours have been updated from gold as per feedback I have received the links are now blue and headings are green - good feedback has been received
- I have added a button on the front page with a direct link to the Remit information and videos on the Indigenous Justice & Respectful Relationships forum page
- With feedback received, it was brought to Sharon and my attention that the Investment in Leaders Fund grant application wasn't working, I've now fixed it

### Newsletter Update:

- Our 3<sup>rd</sup> Pastoral Relations newsletter went out this month with the next scheduled for September
- May saw 31 new subscribers
- Total subscribers 727

### Meetings Attended in June:

- Met with Rodney re: Remit information and videos on the Indigenous Justice & Respectful Relationships forum page
- Equity Team meeting
- Communications Team meeting
- Assembly of Elders meeting

Appendix C

# East Central Ontario Regional Council Covenant Support Team, Meeting Minutes Tuesday June 20th, 2023 by Zoom, 2:30 PM

**Present:** Bill Sheaves (Chair), Darren Liepold, Lisa Monsma (Recording), Ted Meyers, Lynn Watson, Randy Scott, Cheryl McMurray, Stephanie Richmond, Paul Kneebone, Anne Meredith, Donna Bignell, Caroline Giesbrecht, Sue Hogan, Steve Coles

**Regrets:** Katy Gregory, Freda Burns

- 1. Welcome by the Chair, Bill Sheaves
- 2. Opening Prayer by Caroline Giesbrecht
- 3. Additions to the Agenda by consensus, addition of new motion
- 4. Approval of the Agenda by consensus
- 5. Approval of the Minutes from May 23, 2023 by consensus (with some spelling corrections)
- 6. Business arising from the minutes

### 7. Forum/team reports:

### a)Liaison: (Steve Coles)

- Five new liaisons
- Liaison would like some kind of checklist to itemize what constitutes a FT, <sup>3</sup>/<sub>4</sub> time, <sup>1</sup>/<sub>2</sub> time and <sup>1</sup>/<sub>4</sub> time minister. What are they prepared to look after? Services? Meetings? Regional time?
- Darren to circulate a list for folks to look at and give feedback.
- Liaison to continue to work on viability template and may be able to share with the committee at the September meeting.

### b)LLWL: (Cheryl McMurray)

- LLWL group is quiet now until fall
- Currently 30 LLWLs and 4 active students
- Have asked LLWLs to register on pulpit supply list
- There needs to be a process in place to let LLWLs know when they have been approved.
- Darren will send a letter from the region.

### c)Retirees: (Caroline Giesbrecht)

• Monthly discussions of retirees are on hold now until September

### d)Mission through Property: (Ted Meyers)

• It is a busy time, working with a number of churches

The United Church of Canada L'Église Unie du Canada

- Sorted the lease with St. Matthews
- Will be renewing the lease for St. James, positive experience
- Penial will be amalgamating, leaving a church to sell
- Beaverton requires extensive repairs.(\$355,000 before covid, costs are likely up 20-30%) and requires a reassessment.
- St. Stevens/Cedardale-now managed and rented out and have positive cashflows (renting to another Christian denomination).
- Sandford-Zepher-amalgamation, but no date yet. TUCC doing an independent assessment of the two buildings. This group no nothing of the amalgamation process.

### 8. ECOR information (Darren Liepold): Motions of Appointments: and Updates

- v) Motion: by Steve Coles, seconded by Cheryl McMurray " that the Region pay for travel expenses (driving time and distance travelled) of PCS instead of CoF". Carried $\sqrt{}$ 
  - PCS will need to be told who they submit to.
  - Discussed the history of Rev David Watson's restrictions.
- vi) **Motion:** by Lynn Watson, seconded by Caroline Giesbrecht, "That the restrictions to Rev David Watson be lifted effective June 30, 2023" Carried√
  - Committee were provided with the document re: Fee for Service Highland Hills and Norland United Churches for review. All parties are happy, and there is a review in 6 months.

#### Pastoral Charge Supervisors Needed

- vii) Motion: by Steve Coles, and seconded by Lynn Watson, "That Rev. Sharon Campbell-Rayment be appointed as PCS to Dunsford United Church". Carried $\sqrt{}$
- viii) Motion: by Randy Scott, and seconded by Caroline Giesbrecht, "That Rev. Mary-Jane Hobden be appointed PCS to Kedron United Church." Carried $\sqrt{}$ 
  - Committee received he confidential report re: Grace United Church, Peterborough.
- ix) Motion: by Steve Coles, seconded by Paul Kneebone, "That Cathy Gradante be appointed PCS to Grace United Church, Peterborough". Carried√
  - A PCS is needed at Cambridge United Church (Lindsay). Their profile is on the Hub, so the PCS will probably be only needed for a short time.

#### Updates (Darren)

- Northminster UC (Oshawa) Closed for summer, minister on Restorative Leave.
- Dunbarton-Fairport- needs a PCS

2023-16

- Chalmers UC (Kingston): Looking for an Intentional Interim minister, so need a PCS.
- St John's (Campbellford): minister is back PT
- Hay Bay: Met with the Board Chair, several trustees resigned. Darren to attend next Board meeting.
- Kedron: Mary Jane Hobden will be working with them (see earlier Motion #4)
- Blackstock: met with them, gave them some options, not sure they can continue with FT ministry but their current minister is aware and is prepared to move on.

**6.** Motion: by Lisa Monsma, seconded by Lynn Watson, "That after confirming eligibility on Church Hub, CST recommends to the Assembly of Elders that "the Rev Lynda Hodgins be re-appointed, retired supply to the Harmony Pastoral Charge, effective October 1, 2023 to May 31, 2024 with the following terms: 50% salary and benefits at or above minimum and all other terms as per the United Church manual" Carried  $\sqrt{}$ 

(2)

#### **New Business**

- Darren Liepold will be off the first week of July, Whit Strong covering in his absence.
- Darren is also off three weeks at the end of August, with Whit Strong also covering at this time.

Next Meeting: Tuesday, September 19, 2023 by zoom at 2:30 p.m.

The United Church of Canada L'Église Unie du Canada East Central Ontario Regional Council Meeting of the Assembly of Elders

Appendix D

# <u>Grace United Church Commission</u> <u>Report to East Central Ontario Regional Council</u> <u>June 19, 2023</u>

The Commission for Grace United Church began its work in April, 2023.

With an influx of emails from Rev. Andrew Macpherson, we began to build a picture of the assortment of issues that this faith community is facing.

We met with the Church Board on April 12<sup>th</sup> and had planned to hear what the blessings and challenges were at Grace United from their perspective, however, we encountered deep anger at the letter that they received from the Region and many who attended were very defensive about the issues named in the correspondence. After a couple of hours of intensive and intentional listening, we were able to move them from their anger over the letter to begin the process of understanding our purpose in being assigned to guide them through the challenges they are facing. We then were able to hear some of the blessings that has defined Grace United through the years – including being a very mission-focused faith community and that Grace United sees itself as a "family."

From that initial meeting, we then set up interviews with current staff, as well as former staff. We also sent out a letter to the congregation, asking for their input on the blessings and challenges of being part of Grace United Church.

These proved very enlightening, as we learned about rifts and silos in the congregation, as well as power struggles and issues with the leadership, which includes both the ministry personnel and some of the committees and members of the faith community. Correspondence revealed that there were people in positions of power and influence who had a "status quo" agenda that did not keep pace with the rapid changes in attendance and financial contributions at Grace United Church. Those in leadership have garnered their own supporters and have created an "us and them" mentality that has proved to be counterproductive as these factions lack communication with one another and have different priorities and ideas on how Grace United should be run. Overall, a lack of effective, transparent communication is an ongoing issue in all aspects of their ministry.

We began to see more divisions and indications that the issues at this church began several months, and in some aspects, years ago. The issues did not begin with the letter from the Region. There was plenty of blame being passed around, but with very little direction on how to move forward. This may be due in large part to a lack of leadership and a lack of effective communication among committees, Church Board, ministry leadership, and the congregation.

As we began to build a picture of the variety of issues Grace United is facing, it became evident that they were vastly over-staffed and could no longer sustain these positions. There needs to be a complete re-evaluation of their budget. All staffing positions, including those being handled by volunteers, need to have realistic job descriptions created that are agreed upon by the Board and enacted upon by a viable Ministry & Personnel Committee.

Looking at what other churches of similar size are doing could help them restructure their finances and the Board could explore ways to share resources with neighbouring faith communities.

The Board has to acknowledge that they cannot operate in the way that they have always done things. Change is difficult but it is also positive.

We also had a meeting with an Employment Attorney to discuss the most appropriate way forward in ending the last two positions at Grace United.

Chris Russell from LLF Law Firm was very helpful in providing advice on how to handle these remaining positions.

Therefore, the Commission for Grace United Church recommends the following steps be taken to provide the faith community with the opportunity to respond to the challenges it is currently experiencing.

- 1. Ensure that a Pastoral Charge Supervisor is assigned effective July 1<sup>st</sup> to allow the faith community to have a resource for guidance and leadership.
- 2. Allow the faith community to respond to the financial challenges, while utilizing pulpit supply to help replenish their "well" of support for ministry for a period of 4-6 months. During that time, we recommend that the congregation look at alternative forms of ministry that will give them consistency in the pulpit in conjunction with the PC Supervisor.

# (ie. "Rent-a-minister" between Highland Hills & Hope United Churches)

3. Give 6 months written working notice to custodian, Debbie March for her 14 years of service to the congregation as the faith community can no longer sustain this position and will utilize a volunteer team moving forward.

# (14 hours per week)

- 4. Give 3 months written working notice to the Treasurer, Susan Sweet-Lebeau for her 5 years of service as the faith community can no longer sustain this position. (20 hours per week)
- 5. Replace the Chair of the Ministry & Personnel Committee due to a lack of confidence that was expressed by members of the congregation and Board.

When/if there has been a sufficient financial response by the congregation to demonstrate that they are able to sustain ministry, the Commission recommends the following:

- 1. Provide a FT Intentional Interim Minister for the congregation for a minimum of two years. There is a need for strong central leadership. Someone who can be unbiased and not swayed by the people who exhibit strong controlling interests in the church hierarchy that exists.
- 2. Hire a PT music director/musician to provide music leadership for worship and for the choir.

All other positions should be volunteer until such time as there is sufficient income to cover these costs.

Finally, we would like to recommend that for future Commissions appointed by the Regional Council to be effective, there needs to be an introduction that embodies hope and not fear.

It is counterproductive for any Commission to have to explain that their role is not to shut down the community of faith but to identify problems that have not been resolved and to help the community of faith move forward in a positive way. Clearly identifying why the Commission was created is integral in creating a path forward and hopefully open dialogue.

(i.e. in the case of Grace U.C. it would have been helpful to note in the letter that severe financial distress had been identified and needed to be addressed. That was what instigated the formation of a Commission to look at the situation at Grace U.C. However, a conversation with the treasurer and the board and the minister should have happened before the letter from the Region was issued. Again, this likely happened because some people were not up front or frank about the current issues which put the Regional Council in a difficult position.) We respectfully submit this report for your consideration and ask that the Commission be allowed to present the recommendations of the Region to the faith community at a congregational meeting. We feel very strongly that we should stand behind our recommendations and provide guidance to the congregation on next steps.

In faith and hope,

Rev. Mary Margaret Boone Rev. Cathy Gradante Brian James Appendix E

# Certificate of Trustees Asking Consent of a Regional Council

[By following this format, Trustees will meet the requirements of section G.2.3 of The Manual, The United Church of Canada (2019 edition). This format may be adapted to suit the local circumstances and, where the document is to be registered at a Land Registry Office, to satisfy the requirements of the Land Registrar.]

IN THE MATTER OF: PART OF LOT 1 W BROWN ST NOW MARK ST PL 1A VILLAGE OF ASHBURNHAM DESIGNATED AS PART 1 ON PLAN 45R16886; CITY OF PETERBOROUGH; See Attachment 'A' Final Survey to follow

AND IN THE MATTER OF: Exchange of Property

#### CERTIFICATE OF TRUSTEES ASKING CONSENT OF THE REGIONAL COUNCIL

The United Church of Canada Act, Schedule B, Trust of Model Deed Part 6 The Manual (2019 edition), section G.2.3

We, the undersigned, do hereby certify that the following is a just and true copy of a resolution duly passed by the Trustees of Mark Street United Church, a congregation of The United Church of Canada and part of the Mark Street United Church Pastoral Charge, at a meeting of the Board of Trustees duly held for that purpose at Mark Street United Church, on the 11th day of June, 2023.

"Moved by Daryl Bennett, seconded by Reed Manley, that the Trustees of Mark Street United Church, a congregation of The United Church of Canada and part of the Mark Street United Church Pastoral Charge, having received the direction of the Church Congregation on June 11, 2023 at a congregational meeting of the said pastoral charge to do so, request the consent of East Central Ontario Regional Council:

(1) to the exchange of certain real property, the legal description of which is PART OF LOT 1 W BROWN ST NOW MARK ST PL 1A VILLAGE OF ASHBURNHAM DESIGNATED AS PART 1 ON PLAN 45R16886; CITY OF PETERBOROUGH, under PIN# 28134-0055LT with the municipal address to be determined by survey, see Attachment 'A', pursuant to an agreement between the Board of Trustees of Mark Street United Church, a congregation of The United Church of Canada, as Registrant, and TVM Group as the acquirer, final date of exchange to be determined subject to approval by all parties, and subject to Regional Council approval of the terms of which are as follows: Entering into the exchange agreement which reads for \$2.00 and other good and valuable consideration in exchange for condo units in the proposed TVM development of value equal to the appraised value of the property set at \$2,000,000.00 plus the construction of a new hall as approved by the congregation at no cost to Mark Street United Church, See Attachment 'A'

The exchange agreement will include all standard terms with no Mark Street United Church take-back by way of mortgage and the property is provided AS IS, subject to standard construction practices.

(2) The distribution of the net exchange proceeds will be determined by agreement with the East Central Ontario Regional Council and Mark Street United Church.

and in pursuance of the said resolution, we hereby apply to East Central Ontario Regional Council for its consent to entering into the completion of the exchange agreement between Mark Street United Church and TVM Group.

Dated this 11th day of June, 2023

Daryl Benylett, Presiding Trustee Reed Manley, Secretary

#### COMMERCIAL LEASE AGREEMENT

THIS LEASE dated and effective the 1st day of December, 2020 (the 'Lease')

#### BETWEEN:

#### 2683125 ONTARIO INC.

(the 'Landlord')

#### OF THE FIRST PART

#### - AND --

#### ST. MATTHEW'S UNITED CHURCH

(the 'Tenant')

#### OF THE SECOND PART

#### Background

- A. The Landlord is the legal and beneficial owner of the real property known municipally as 31 Weller Avenue, in the City of Kingston, Ontario (the 'Premises').
- B. The Tenant is a religious organization which previously owned the Premises and is a registered charity under Registration No. 108031808 RR 001.
- C. It is the intent of the Landlord and the Tenant that the Tenant shall rent and be permitted use of certain parts of the Premises as set out in this Commercial Lease Agreement (the 'Lease') which Lease is to comply with and is further to an original Agreement to Lease dated September 8, 2020 which was entered into between the Tenant and an individual by the name of Justin Andrew Bannon and who thereafter directed title of the Premises to be registered in the name of the Landlord herein.

IN CONSIDERATION OF the rents, covenants, and obligations stipulated herein, the parties each agree to keep, perform, and fulfill the promises, conditions, and agreements set out below:

Initials: \_\_\_\_\_

Page 1 of 19

#### Leased Premises & Allowed Times

- 1. The Landlord leases to the Tenant, solely on all Saturdays and Sundays, Christmas Days, Christmas Eves and Good Fridays during the Term (collectively the 'Allowed Times'), the portion of the building located on the Premises (the 'Building') described as follows: one (1) small office space (the 'Office Space') and one (1) meeting room (the 'Meeting Room Place of Worship') for the exclusive use of the Tenant during the Allowed Times for the purposes of church administration, worship and other church services, and/or Church-related events organized by the Tenant. For greater certainty, the Office Space and Meeting Room Place of Worship (collectively referred to as the 'Leased Premises') will be available to the Tenant each week during the Term from 7:00 a.m. on the Saturday up to and including 9:00 p.m. on the Sunday of each such particular week and also on each Christmas Day, Christmas Eve, and Good Friday from 7:00 a.m. to 9:00 p.m. The Office Space shall be kept locked during the entire Term when not in use by the Tenant.
- 2. The Tenant shall be permitted to keep its personal items and accessories in the Office Space and shall have exclusive use of same. Should the Tenant require access to the Office Space at any time other than the Allowed Times, the tenant shall be granted access to the Office Space by way of mutual agreement between the Landlord and the Tenant – which agreement shall not be unreasonably withheld by the Landlord. Should the Landlord require access to the Office Space at any time, the Landlord shall seek or obtain access to the Office Space as per the process/procedure set out herein and more specifically, paragraph 50.
- The Landlord shall have use of the 'Meeting Room Place of Worship' at times other than the Allowed Times, subject to the terms and conditions set out herein. The Landlord shall not have use of the Office Space at any time.
- The Tenant shall receive the 'Meeting Room Place of Worship' from the Landlord in a clean and organized manner.
- 5. The parties hereto hereby confirm and acknowledge that it is the intent of the Landlord to renovate all or part of the Building which includes the Leased Premises in the near

Initials:

\_\_\_\_\_

Page 2 of 19

future and that as a result of such renovations, the present area known as the 'Meeting Room – Place of Worship' will be altered. Until such time as the renovations which will affect the present form of the 'Meeting Room – Place of Worship' have been commenced, the Tenant shall have use of the 'Meeting Room – Place of Worship' in its present form in accordance with the terms and conditions set out herein.

- 6. Any renovations completed with respect to the 'Meeting Room Place of Worship' shall be completed by the Landlord in accordance with the Sketch attached as Schedule 'A' hereto. It is expressly acknowledged and agreed that after the renovations are completed, the 'Meeting Room Place of Worship' (referred to on the Sketch attached as Schedule 'A' as the 'Total Worship Space') shall consist of a single room measuring no less than 44 feet long and 11.4 feet wide with a total area of no less than 501.6 square feet and shall have a closet installed along the back wall of same of sufficient size to accommodate the storage (and removal) of all items listed in Schedule 'B' attached hereto. The door installed on the closet will be retractable and as such, allow the closet to be fully accessible during the Tenant's use of the 'Meeting Room Place of Worship'. Following renovations, the Office Space will remain unchanged from its present size as indicated on the Sketch at Schedule 'A'.
- 7. It is further warranted by the Landlord that following the completion of renovations, the 'Meeting Room Place of Worship' will remain wheelchair accessible, and the building will be constructed and maintained by the Landlord in a manner which meets the applicable requirements of the *Ontario Building Code Act*, S.O. 1992, Chapter 23, and the Ontario Fire Code (O. Reg. 213/03 under the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4) (the 'Fire Code').
- 8. The Tenants shall be permitted to affix a cross to the back wall of the closet installed in the 'Meeting Room – Place of Worship' after renovations are completed in accordance with the Sketch attached at Schedule 'A' hereto.
- 9. The Landlord hereby represents and warrants that despite the reduction in size of the 'Meeting Room – Place of Worship' following renovations, the 'Meeting Room – Place of Worship' will continue to accommodate 30 – 40 congregants, at one time, when required by the Tenant.

Initials:

Page 3 of 19

- 10. Once renovations are completed, tables and chairs will be set up in the 'Meeting Room – Place of Worship' for meetings. During the Allowed Times, the Tenant shall have the exclusive use of the 'Meeting Room – Place of Worship' and shall be allowed to use the tables and chairs located therein.
- 11. The Landlord shall ensure that at a minimum of at least twenty (20) chairs remain present in the 'Meeting Room Place of Worship' and are available for use by the Tenant during the Allowed Times. Any additional chairs and/or other items needed by the Tenant for church related events shall be provided by the Tenant at its own expense. The Tenant shall be responsible for preparing the 'Meeting Room Place of Worship', at its own expense, and the Tenant shall further be responsible for returning the 'Meeting Room Place of Worship' back to the set-up in which it was found immediately prior to the Tenant's use of such space. However, it is expressly agreed and warranted by the Landlord, that the tables and chairs set up in the 'Meeting Room Place of Worship' will not be of such size and/or quantity so as to interfere with the Tenants use of the 'Meeting Room Place of Worship' as set out herein.
- 12. The Landlord shall ensure that the Tenant and its congregants have access to the washrooms located on the lower level of the Building during the Allowed Times.
- 13. The Tenant and its congregants shall also, during the Allowed Times, have access to the Leased Premises from the main front entrance of the Building into the 'Meeting Room – Place of Worship' and also from a secondary exit point in the Building in case of emergency. The said second exit was described in the Agreement to Lease as a side door.
- 14. The Tenant and its congregants shall, during the Allowed Times, have access to the parking area which forms part of the Premises (the 'Parking Area'). The parking area is, and shall remain, the same area that is presently used for parking.
- 15. Additionally, if the Tenant wishes to host an exterior event for church related events, the Tenant will be allowed to do so on the exterior portion of the Premises during the Allowed Times. However, the Tenant shall be responsible to prepare the exterior portion of the Premises, at its own costs, for any and all church related events.

Initials:

Page 4 of 19

- 16. The Tenant shall at all times that it uses the Leased Premises or any other part of the Premises ensure that it's use of such premises does not contravene the fire code. The Landlord will cooperate with the Tenant to ensure that the Tenant is acting in compliance with the required fire code. Notwithstanding the foregoing, the Landlord shall ensure that the renovations of the meeting room comply with all applicable requirements of the Fire Code so as to permit the Tenant's use of the premises as a place of worship. The Tenant shall make no change or alter the premises in any manner.
- 17. The Tenant shall not access any areas located within the Building, save and except those areas in which access has been specifically granted pursuant to, and in accordance with, the terms set out herein (the 'Restricted Area(s)').

#### Term

- The term (the 'Term') of this Lease shall be from December 1<sup>st</sup>, 2020 up to and including November 30<sup>th</sup>, 2030.
- 19. The Tenant may, at its sole and absolute discretion, terminate this Lease at any time during the Term upon giving no less than sixty (60) days' written notice to the Landlord.
- 20. The Landlord shall not have the right to terminate this Lease during the Term for any reason whatsoever including the sale of the Premises or the demolition of the Building save and except if the demolition of the Building is due to an act of God, a fire or another disaster. The Landlord shall only be allowed to sell the Premises during the Term if the purchaser of same agrees that this Lease shall continue after the sale to such purchaser for the remainder of the Term and the Landlord's responsibilities under this Lease are assumed by the purchaser of the Premises.

#### <u>Rent</u>

 The rent for the Leased Premises is \$1.00 per annum (the 'Rent'), the receipt and sufficiency of which is hereby acknowledge by the Landlord.

Initials:

Page 5 of 19

#### Use of Leased Premises

- 22. Except as otherwise provided in this Lease, the Tenant and the agents and employees of the Tenant will only use the Office Space for the purpose of church administration and the Tenant and the agents, employees and congregants of the Tenant will only use the 'Meeting Room Place of Worship' for the purpose of worship and other church services, and/or Church-related events organized by the Tenant, such as fundraising, social, or religious musical events, including but not limited to dinners, concerts or singalongs (the 'Permitted Uses').
- 23. In the event the Landlord becomes aware of any member(s) of and/or individual(s) associated with the Tenant having gained access to a Restricted Area, the Landlord shall immediately notify the Tenant, in writing, pursuant to paragraph 54 herein, and provide the date and time of the incident, the specific area in which unauthorized access was gained (the 'specific restricted area'), along with a description of the individual and/or member in question. If members and/or individuals associated with the Tenant gain unauthorized access to the same specific restricted area on more than one occasion, the Landlord may elect, at its sole discretion, to install a lock on the door to that specific restricted area, and shall be entitled to seek and receive reimbursement from the Tenant in an amount equal to the lesser of one-hundred and fifty dollars (\$150.00) or fifty-percent (50%) of the cost paid by the Landlord to purchase and install the lock in the specific restricted area in question.

#### Utilities

24. All utilities, heat and air conditioning for the Leased Premises will be provided by the Landlord at no additional cost to the Tenant.

#### Maintenance and Repairs

25. The Tenant agrees to surrender and deliver to the Landlord the Leased Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted. The Tenant will be liable to the Landlord for any damages occurring to the

Initials:

Page 6 of 19

Leased Premises or to the contents of the Leased Premises or to the building in which the Premises are located, provided that the damages have been done by the Tenant and/or the Tenant's employees or congregants and which are not attributed to reasonable wear and tear. All other repairs without exception shall be done by the Landlord at the Landlord's sole expense.

- 26. For greater certainty, the Tenant shall not be required to repair the premises unless the Tenant or any of the Tenant's employees or congregants cause damage. The Tenant will maintain the leased premises in the same manner as a prudent owner except for repairs which shall be the Landlord's responsibility.
- 27. The Tenant will immediately report all general maintenance issues and needed repairs in the Leased Premises to the Landlord.
- 28. If at any time during the Term the Tenant does not have access to the Office Space and/or 'Meeting Room – Place of Worship' during certain Allowed Times due to renovations or repairs to same being done, then the Landlord shall provide to the Tenant, for the duration of such renovations or repairs, an alternate office space within the Building and/or an alternate space within the Building suitable for Permitted Uses, as the case may be.

#### Insurance

- 29. <u>Insurance Policy Maintained by the Landlord</u>. During the Term of this Lease and any renewal thereof, the Landlord shall maintain at the Landlord's sole expense, with respect to the Premises and the Leased Premises, insurance coverage insuring against:
  - a) loss or damage by fire, lightning, storm, and other perils that may cause damage to the Premises, Leased Premises, or the property of the Landlord in which the Premises and/or Leased Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord, and the policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements; and

Initials:

b) liability for bodily injury or death or property damage sustained by third parties up to such limits as would be carried by a prudent owner.

The Landlord shall not, under any circumstances, be required to maintain with respect to the Premises and the Leased Premises any insurance coverage whatsoever insuring against the risk or damage to the Tenant's property within the Premises and/or Leased Premises caused by fire or other perils or any other reason whatsoever.

- 30. <u>Insurance Policy(ies) Maintained by the Tenant.</u> During the Term of this Lease and any renewal thereof, the Tenant shall maintain at the Tenant's sole expense, with respect to the Leased Premises and the other areas of the Premises to which the Tenant and its employees and congregants have access during the Allowed Times as detailed in this Lease, insurance coverage which provides for:
  - a) third-party or public liability insurance in the amount of no less than \$2,000,000.00 for the Leased Premises and the other areas of the Premises to which the Tenant, its employees and congregants shall have access to and use of as detailed in this Lease.

The Tenant shall further include the Landlord as an additional insured party on all such policies of insurance, but only with respect to the claims arising solely out of the Tenant's use of the Leased Premises as set out herein, and will provide proof of such insurance policies to the Landlord upon the issuance or renewal of all such policies of insurance.

31. Except to the extent that loss of life, personal injury or damage to property is caused by the negligence of the Landlord or another person for whose negligence the Landlord is responsible in law, the Tenant shall indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Lease Premises or the occupancy or use of the Leased Premises and/or Premises or occasioned wholly or in part by any act or omission of the Tenant, its officers,

Initials:

\_\_\_\_\_

Page 8 of 19

employees, customer, agents or invitees or by anyone permitted by the Tenant to be on the Leased Premises.

#### Alterations and Improvements and Maintenance

- 32. The Tenant may not make any alterations or improvements to the Leased Premises.
- 33. The Tenant shall keep the Leased Premises in an ordinary state of cleanliness after each use by the Tenant of the Leased Premises.

#### Sign

34. The Tenant shall have the right to, at the Tenant's sole expense, install one (1) sign on the Premises on the condition that such sign is approved by the Landlord prior to the installation of same, which approval shall not be unreasonably withheld.

#### Handicap/Wheelchair Accessibility

- 35. The parties hereto agree that the current handicap/wheelchair accessibility of the Building is presently as it was when the Landlord purchased the Building from the Tenant, and can be described as follows:
  - a) there is a wheelchair ramp outside the main front entrance of the Building;
  - b) the doorway at the front of the Building and to the 'Meeting Room Place of Worship' are handicap/wheelchair accessible;
  - c) the front entrance area of the Building and hallway to the 'Meeting Room Place of Worship' are handicap/wheelchair accessible; and
  - d) the washrooms on the lower level of the Building which the Tenant and its congregants shall have the use of are handicap/wheelchair accessible by way of an outside handicap/wheelchair accessible side entrance which is on the ground

Initials: \_\_\_\_\_

Page 9 of 19

level and the same level as such washrooms and one of the two such washrooms is handicap/wheelchair accessible.

- 36. The current handicap/wheelchair accessibility of the Building, the common areas in the Building and the 'Meeting Room – Place of Worship', as described in paragraph 35 herein, shall remain and is subject to the following:
  - a) the hallways and corridors to which the Tenant and its congregants have access to in the Building and/or the 'Meeting Room – Place of Worship' and which will be changed/altered as a result of the renovations made by the Landlord shall be handicap/wheelchair accessible and meet all the legal requirements for same; and
  - b) should the wooden wheelchair ramp located outside the main front entrance of the Building need to be repaired or replaced during the Term, the Landlord shall be responsible to pay for one-hundred (100%) of the total costs for same.

#### Event of Default

- 37. The Tenant will default under this Lease if any one or more of the following events (the 'Event of Default') occurs:
  - a) the Tenant fails to perform any of its obligations under this Lease and such failure is not corrected within FIFTEEN (15) days after receiving notice of same from the Landlord. Should the Tenant receive Notice and commences correction within the FIFTEEN (15) day period, and should the work required to correct it's obligations require more than FIFTEEN (15) days such time will be extended accordingly for a reasonable period of time given the scope of the works to be completed.
  - b) the Tenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up,

\_\_\_\_\_

Initials:

dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Tenant;

- c) the Tenant abandons the Leased Premises or any part of the Leased Premises or does not attend at the Leased Premises or any part of the Leased Premises for a period of more than ninety (90) consecutive days save and except if such non-attendance is the result of and in compliance with municipal, provincial, and/or federal rules, regulations and restrictions which are imposed pertaining to events including, but not limited to, war, natural disasters, epidemics, and/or pandemics, in which case the Tenant shall advise the Landlord of same in writing;
- the Tenant uses the Leased Premises for any unpermitted or illegal purposes;
- e) the Leased Premises, or any part of the Leased Premises is completely or partially damaged by fire or other casualty that is due to the Tenant's negligence, willful act, or that of one or more of the Tenant's employees, agents, or congregants and such damage cannot be repaired within 120 days from the date on which such occasion has occurred despite reasonable efforts by the Landlord to do so;

#### Remedies

- 38. Upon the occurrence of any Event of Default, the Landlord has any or all of the following remedies:
  - terminate the Lease and the Term will then immediately become forfeited and void;
  - b) the Landlord may, but is not obligated to, perform on behalf of the Tenant, any obligation of this Lease which the Tenant has failed to perform. The Landlord may seek redress from the Tenant for such performance;

Initials:

- c) the Landlord may repossess and enjoy the Leased Premises or any part of the Leased Premises as of its former state anything contained within the Leased Premises; or
- any other remedy provided in the Commercial Tenancies Act of Ontario, R. S.O. 1990, c. L.7 (the 'Act').
- 39. Subject to the terms under paragraph 20 of this Lease, no reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination. Save and except this clause is subject to the General Provisions set forth in paragraph 46 herein. Notwithstanding that should there be any disagreement in the manner in which the Landlord is exercising any one or more of such remedies, this shall be subject to the provision of paragraph 46.
- 40. Upon the expiration, termination or cancellation of this Lease, all obligations of the parties under this Lease will be extinguished.
- 41. Any improvements remaining on the Leased Premises upon termination will revert to the Landlord and will be free of any encumbrance at the time of such reversion.

#### Surrender of Premises

- 42. At the expiration of the Term of this Lease, the Tenant will quit and surrender the Leased Premises in as good a state and condition as they were at the commencement of this Lease, subject to the Landlord's renovations which will have changed the leased premises. The Landlord will accept the premises as renovated, reasonable use and wear and damages by the elements excepted.
- 43. The Tenant, at the end of the Term, shall have the right to remove its fixtures provided that same can be removed without damage. If such removal causes damage to the

Initials:

\_\_\_\_\_

Page 12 of 19

Zoom Teleconferencing

Leased Premises or to any other part of the Premises, the Tenant shall be solely responsible for the cost of repairing same.

#### Notice of Lease

44. The Tenant shall, at the Tenant's sole expense, have the right to register a Notice of Lease for this Lease on the title of the Real Property (the 'Notice of Lease') for the duration of the Term and the Landlord shall provide consent for same as required by the Teranet system. At the end of the Term the Tenant shall, at its sole expense, remove or cause to be removed the Notice of Lease from the title of the real property and shall provide documented proof that same has been completed to the Landlord within twenty (20) days following the termination of this Lease.

#### Governing Law

45. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### Severability

- 46. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
- 47. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Initials:

Page 13 of 19

#### Assignment and Subletting

 The Tenant will not assign, transfer or sublet the Leased Premises or any part of the Leased Premises.

#### **General Provisions**

- 49. In the event of any legal action concerning this Lease, the losing party will pay to the prevailing party reasonable solicitor fees and court costs to be fixed by the court and such judgment will be entered. Without limiting the generality of the foregoing, before any legal proceedings remedies or actions are commenced the parties agree that they shall attempt to arbitrate their differences, pursuant to the terms and provisions of the *Arbitration Act*, 1991, S.O. 1991.
- 50. Save and except that the Landlord shall not enter the Leased Premises during the time of Worship, the Landlord may otherwise enter (1) the Meeting Room Place of Worship during the Allowed Times, and/or (2) the Office Space at any time, only upon twenty-four (24) hours' notice for any of the following reasons:
  - a. to inspect the Leased Premises;
  - b. to maintain the Leased Premises; or
  - c. to make repairs that the Landlord is obligated to perform.
- 51. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 52. All sums payable by the Tenant to the Landlord under any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
- 53. It is hereby acknowledged and agreed that the parties named as Trustees for the Church are not personally responsible. They are signatories for St. Matthew's United Church the herein Tenant.

Initials:

Page 14 of 19

54. Any Notice relating hereto and provided for herein shall be in writing. In addition to any provision contained herein and, in any Schedule, hereto, Notice shall be deemed given and received when delivered personally or hand delivered to the address for service provided herein at the time given. If Notice is provided by facsimile or email it shall be assumed that it has been received within twenty-four (24) hours of the electronic transmission. The Notices shall be given in accordance with the addresses provided hereto. At the time of such delivery if a facsimile number or email address is provided, when the Notice is transmitted electronically to the facsimile number or email address respectively, in such case the signature(s) of the parties shall be deemed to be original.

LANDLORD: 2683125 Ontario Inc. 1395 Youville Drive Ottawa, Ontario K1C 4R1 Telephone: 613-841-6844 Email: jason.moore.bcrsgroup@gmail.com

TENANT: St. Matthew's United Church 31 Weller Avenue Kingston, Ontario K7K 2T1 Telephone – Joyce Smith – 613-546-9352 Email: n/a

If there is any change in the address of any party, such party shall advise the other party in writing, and Notice of such change shall be given in the same manner as any Notice to be delivered herein.

- 55. Any amendment to this Lease shall be in writing and signed by both parties.
- 56. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Landlord" and "Tenant" as used in this Lease include the plural as well as the singular; no regard for gender is intended by the language in this Lease.

Initials:

Page 15 of 19

- 57. This Lease may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original hereof and fully binding upon the signatory thereto, but all such counterparts shall together constitute one and the same instrument.
- 58. All parties hereto agree that reproduction of signatures in the within Lease by way of electronic means (such as telecopying or PDF email attachment) will be treated and shall be deemed to be executed originals.
- 59. Time is of the essence in this Lease.
- 60. The Landlord and the Tenant have no interest or other rights of ownership in each other. The parties to this Lease are not agents for each other. Under no circumstances will this Lease be construed as creating a partnership or joint venture between the parties to this Lease.
- 61. Each signatory to this Lease acknowledges receipt of an executed copy of this Lease.

(SIGNATURES ON NEXT PAGE)

Initials:

\_\_\_\_\_

EFFECTIVE the first day of December, 2020.

2683125 ONTARIO INC. (the 'Landlord')

Per:

JASON MOORE, President

I have authority to bind the Corporation.

ST. MATTHEW'S UNITED CHURCH (the 'Tenant')

Per:

CAROL RICHMOND, Trustee

Per:

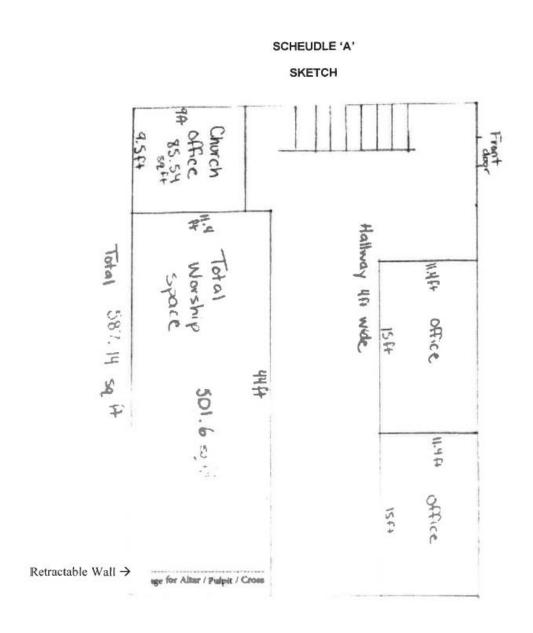
ROSEMARY HOLLAND, Trustee

We have authority to bind ST. MATTHEW'S UNITED CHURCH

\_\_\_\_\_

Initials:

Page 17 of 19



Initials:

\_\_\_\_\_

Page 18 of 19

June 27, 2023 Zoom Teleconferencing

### SCHEUDLE 'B'

### LIST OF ITEMS

- Pulpit as shown in the photograph identified as 'the place of worship' on page 1 of 3 of Schedule A of the Agreement to Lease between St. Matthew's United Church as Tenant and Justin Andrew Bannon as Landlord dated September 8, 2020 (the 'Schedule A of the Agreement to Lease')
- Altar as shown in the photograph identified as the 'the place of worship' on page 1 of 3 of Schedule A of the Agreement to Lease
- Cross as shown in the photograph identified as the 'the place of worship' on page 1 of 3 of Schedule A of the Agreement to Lease

Initials:

\_\_\_\_\_

The United Church of Canada L'Église Unie du Canada East Central Ontario Regional Council Meeting of the Assembly of Elders

Appendix G

Page 1 of 14

Revision Nov. 18, 2022

THIS LEASE made on the 26th day of January, 2023 (in pursuance with the Short Forms of Leases Act):

Between:

THE BOARD OF TRUSTEES OF ST. JAMES UNITED CHURCH Hereinafter called the "Landlord"

OF THE FIRST PART

-and -

# NEW CANADIANS CENTRE PETERBOROUGH A charitable corporation

Hereinafter called the "Tenant"

OF THE SECOND PART

Property: 221 Romaine St. Peterborough, Ontario

Start date: October 1, 2023

End date: September 30, 2033

IN CONSIDERATION of the rents hereby reserved and the covenants herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant all those certain premises situate at 221 Romaine St., in the City of Peterborough, County of Peterborough, (the "Premises") comprising the entire top (third) floor (about 4,000 sq. ft.) as well as three rooms on the main floor (Violet, Sunflower, and Daffodil rooms).

THE TENANT SHALL, subject to this lease, have and hold the Leased Premises for and during the term of 10 (ten) years (the "Term").

F.CC.

### Page 2 of 14

THE TENANT SHALL pay from and after the Commencement Date and throughout the Term to the Landlord, in lawful money of Canada, as base rent, the amounts set out in the following table. Rent is payable in advance on the first day of each calendar month of each year of the Term, in the monthly amounts set out in the following table. Heat, water, and electricity are included in the following table. Also included are up to 10 ten free hours per month in each of the large auditorium, sanctuary (Wesley Hall), basement kitchen, small auditorium, and Friendship Room, all subject to availability and to be determined by the Landlord; the tenant shall reserve these hours with the church ahead of time. Extra hours would be billed at regular rental rates in effect at the time of usage. In return, the Landlord may require occasional use of the Violet, Sunflower, and Daffodil rooms; this could be for up to approximately six (6) weeks per year with most of the required hours needed after hours or on weekends. This would be needed for performances by St. James Players; the actors would get dressed and have makeup applied in these rooms. The Landlord will provide the required dates to the Tenant with as much notice as possible.

Note: 2.75% increase per year (base of \$4,478.58 per month).

Effective	Annual Rent	<b>Monthly Rent</b>
Oct. 1, 2023	\$55,220.88	
Oct. 1, 2024		\$4,601.74
	\$56,739.36	\$4,728.28
Oct. 1, 2025	\$58,299.72	\$4,858.31
Oct. 1, 2026	\$59,902.92	\$4,991.91
Oct. 1, 2027	\$61,550.16	
Oct. 1, 2028		\$5,129.18
	\$63,242.76	\$5,270.23
Oct. 1, 2029	\$64,981.92	\$5,415.16
Oct. 1, 2030	\$66,768.84	
Oct. 1, 2031		\$5,564.07
	\$68,604.96	\$5,717.08
Oct. 1, 2032	\$70,491.48	\$5,874.29
		40,074.29

If the term of the lease ends prior to September 30, 2033, base rent for any fraction of a month at the end of the Term shall be adjusted pro rata on a daily basis.

ALL PAYMENTS TO THE LANDLORD under this lease shall be made to the Landlord at the Landlord's office at 221 Romaine St, Peterborough, Ontario on the first day of each month (alternatively the first business day of the month if the first day is a weekend or holiday), or to such agent of the Landlord or to such other place as the Landlord shall from time to time in writing direct. Alternatively, the Tenant may give the Landlord several months of postdated cheques at one time, all dated for the first of the appropriate month.

Page 3 of 14

# 1. TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

- (a)  $\underline{\text{Rent}}$  to pay rent when due:
- (b) Insurance -
  - to procure and maintain at its sole cost insurance insuring against the risk of damage to the Tenant's fixtures and other property within the Leased Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's stock-in-trade, equipment, trade fixtures, decorations, and improvements; and
    to procure and maintain at its sole cost insurance insuring against the sole of the sol
  - (ii) to procure and maintain at its sole cost public liability and property damage insurance, including personal injury, and including the Tenant's legal liability for any loss, injury, or damage to the Leased Premises, in an amount of not less than \$5,000,000 (five million dollars) in which policy the Tenant and the Landlord shall be named insured and additional insured respectively, and the policy shall include a cross-liability endorsement. The Tenant shall supply a copy of the insurance policy to the Landlord each year (prior to the first rent payment and at the lease's renewal data) for the insurance
- payment and at the lease's renewal date) for the duration of the lease.
  (c) <u>Surrender on Termination –</u> at the expiration or sooner determination of the term, to surrender the Leased Premises peaceably to the Landlord in good and substantial repair and condition, reasonable wear and tear excepted, and the Tenant is not expected to return the leased area to its original condition.
- (d) <u>Compliance with Regulations</u> that it will promptly comply with all requirements of the local Board of Health, police and fire departments, and municipal authorities respecting the manner in which it uses and maintains the Leased Premises. It will also comply with all reasonable rules and regulations adopted and promulgated by the Landlord from time to time.
- (e) <u>Assignment –</u> not to assign or sublet the Leased Premises or any part thereof without leave of the Landlord; PROVIDED THAT:
  - (i) should the Tenant wish to sublet any or all of the Leased Premises, the Landlord shall be notified in writing and shall have forty-five (45) days from the date of notification to decide whether it wishes to terminate the lease or allow the Tenant to sublet the Leased Premises. Should the Landlord not notify the Tenant that it wishes to terminate the lease, then the Tenant can sublet the Leased Premises and the leave of the Landlord shall not be unreasonably withheld:
  - (ii) should the Tenant assign or transfer this lease, the Tenant shall nevertheless remain liable to the Landlord for the full payment of the base rent hereunder including additional rent, for the observance and performance of the Tenant's covenants herein, and the Tenant shall furnish to the Landlord copies of all assignments or subleases made hereunder;

### Page 4 of 14

- (iii) the Tenant shall be liable for any damages, howsoever caused, from any party subletting from the Tenant;
- (f) <u>No Nuisance</u> not to do or omit to do or permit to be done or omitted anything (upon or) in respect of the Leased Premises the doing or omission of which shall be or result in a nuisance;
  (a) Indemain (i) and (i) a
- (g) <u>Indemnity of Landlord</u> to indemnify the Landlord from all liabilities, fines, suits, claims, demands, and actions of any kind (or nature) for which the Landlord (shall or) may become liable (or suffer) by reason of any breach, violation, or non-performance by the Tenant of any covenant, proviso thereof, or by any reason of any injury or death occasioned to or suffered by any person or persons or any property through any act, neglect, or default by the Tenant or any of its agents or employees arising from or out of this lease or any occurrence on the Leased Premises; such indemnification in respect of any breach, violation, or non-performance, damage to property, injury, or death occurring during the term of this lease shall survive any termination of this lease, anything in this lease to the contrary notwithstanding. The Tenant's obligation to indemnify hereunder shall not extend to any matters to the extent contributed to by any act or omission of the Landlord, or any of its agents, employees, or for whom the Landlord is in law responsible.
- (h) <u>Cleanliness of Premises</u> to keep the Leased Premises and every part thereof in a clean and tidy condition, and not to permit garbage, ashes, or objectionable materials to accumulate thereon. The Tenant is responsible for cleaning the Leased Premises on a regular basis (at least weekly), either themselves or hiring a third-party janitorial service. The Tenant agrees that as St. James United Church is a smoke-free building that there will be no smoking within any part of the Church, including the Leased Premises; this no smoking provision also includes all of the exterior property belonging to the church (parking lot, steps, lawn, garden areas, and private sidewalks.
- (i) <u>Inspection</u> that during the term any person or persons associated with the Landlord (members of the Property, Stewards, and Finance Committee or Board of Trustees only) may inspect the Leased Premises, after giving 24 hours of notice at all reasonable times and with prior knowledge of the Tenant whenever possible:
- (j) <u>Repair and Maintenance –</u> unless otherwise provided herein, to maintain at its own expense the interior of the Leased Premises and every part thereof in good order and condition and to make promptly all needed repairs and replacements (including, but not limited to, light bulbs, kitchen appliances, batteries (including batteries in battery operated smoke and fire detectors, and washroom supplies), reasonable wear and tear and damage by fire, lightning, and tempest only excepted, and (without limiting the generality of the foregoing) to keep the Leased Premises well painted, clean, and in such condition as a careful owner would. Refer also to page 7, section 2)c for further clarification re repair
- (k) <u>Fixtures –</u> that no fixtures, goods, or chattels of any kind will, except in the ordinary course of business, be removed from the Leased Premises during the term herby demised or any time thereafter without the written consent of the

The United Church of Canada L'Église Unie du Canada

# Page 5 of 14

Landlord, its successors or assigns, being first had and obtained, until all rent in arrears shall have been duly paid, or the payment thereof secured to the satisfaction of the Landlord or its assigns. At the expiration of the term hereby granted, or any renewal thereof, all fixtures belonging to the Tenant may be taken down by the Tenant and the Tenant shall forthwith, upon the same being taken down, remove the same from the Leased Premises and make good all damage occasioned to the Leased Premises by the taking down or removal thereof. The Tenant may leave any or all lighting fixtures that they supplied at the start of this lease. If the Tenant, at any time during the term or the expiration or other termination of this lease, is in default under any term or covenant contained herein, the Landlord shall have a lien on such fixtures and apparatus as security against loss or damage resulting from any such default by the Tenant and they shall not be removed by the Tenant until such default is cured, unless otherwise directed by the Landlord. Provided that under no circumstances shall the Tenant be entitled to remove leasehold improvements, plumbing, heating, or ventilating plant or equipment or other building service.

(1) <u>Alterations</u>—that if the Tenant shall during the said term or any renewal thereof desire to affix or erect partitions, counters, or fixtures in any part of walls, floors, or ceilings of the Leased Premises, it may do so at its own expense at any time and from time to time provided that the Tenant's rights to make such alterations to the Leased Premises shall be subject to the following.

- to the Leased Premises shall be subject to the following conditions:
  (i) that before undertaking any such alterations, the Tenant shall submit to the Landlord plans showing the proposed alterations and shall obtain the approval and consent of the Landlord to the same which consent shall not be unreasonably withheld or delayed;
  - (ii) that such alterations will not be of such kind or extent as to in any manner weaken the structure of the building forming part of the Premises after the alterations are completed or reduce the value of the building;
  - (iii) the Tenant shall promptly pay all charges incurred by or on behalf of the Tenant for any work, materials, or services which may be done, supplied, or performed at any time in respect of the Leased Premises and shall forthwith discharge any liens arising there from at any time filed against the Leased Premises or any part thereof. In the event that the Tenant shall fail to cause such lien to be discharged within ten (10) days after being notified by the Landlord of the filing thereof, then in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obligated to, vacate the same by paying the amount claimed to be due into Court, and the amount so paid by the Landlord and all costs and expenses, including solicitor's fees (on a solicitor and his client basis) incurred by the Landlord in procuring the vacation of such lien, shall be due and payable by the Tenant to the Landlord as additional rent on demand:
- (iv) the Tenant shall provide, at their expense, exterior locks on the two steel doors on the top floor of St. James United Church so as to secure

### Page 6 of 14

the Tenant's premises. A key shall be provided to the Landlord for emergency or other access to the Leased Area as denoted in this lease.

- (v) the Tenant agrees that there shall be no changes made to the windows and window frames without the Landlord's prior approval, nor shall any painting be done without the Landlord's prior approval.
- (vi) any renovations made by the Tenant at any time shall remain at the end of the term.

(m)<u>Distress</u> – that notwithstanding any present or future Act of the legislature of the Province of Ontario, none of the above goods or chattels of the Tenant at any time

during the continuance of the term hereby created on the Leased Premises shall be exempt from levy by distress for rent in arrears by the Tenant as provided for by the said section of said Act;

- (n) <u>Damages</u> that it shall be liable for any damage done by reason of water being left running from the taps in the Leased Premises or from gas permitted to escape therein, unless such damage was caused by the Landlord or those for whom the Landlord is in law responsible;
- (o) <u>Plate Glass/Stained Glass</u> to replace at its own expense any plate glass, stained glass, or other glass that has been broken or removed by any staff member, client, or visitor of the Tenant from the Leased Premises during the term of the lease or any renewal thereof, unless such damage was caused by the Landlord or those for whom the Landlord is in law responsible; the Landlord will be responsible for plate glass or windows broken/damaged by storms, winds, falling branches, vandalism, acts of God, or other natural causes.
- (p) <u>Written Notice</u> to give prompt written notice of any accident or other defect in the portion of the building forming part of the Premises and occupied by the Tenant which is the obligation of the Landlord to maintain;
- (q) <u>View Premises</u> to permit the Landlord to exhibit the Leased Premises during last six (6) months of the term (unless the options available to the Tenant to renew have been exercised by it) and to permit all persons which may be prospective tenants, purchasers, and mortgagees having written authority thereof to view the Leased Premises during hours of operation upon reasonable notice.
- (r) <u>Signs</u> the Tenant may erect a sign or signs at a location, size, and design to be agreed upon by the Tenant and Landlord. The proposed sign(s) must also be approved by the City of Peterborough Sign Licencing Department. No other signs, advertisement, or notice shall be inscribed, painted, or affixed by the Landlord, such approval not to be unreasonably withheld. Upon expiration of the term of this lease or any renewal thereof the Tenant will cause any sign as aforesaid to be removed or obliterated at its own expense and in a workmanlike manner to the satisfaction of the Landlord. The tenant may also install suitable directional signs within the building, subject to the Landlord's approval.
- (s) <u>Use</u> to carry on a non-profit operation which provides services to help people strengthen their lives.

### Page 7 of 14

- (t) Heat and utilities heating and electrical services are included in the rent. It is expected that the Tenant will maintain the temperature at a reasonable level, to turn down the heat at night and on weekends, and to turn off lights after hours.
- (u) The Landlord will supply the code for the elevator to the Tenant.
- (v) Shared use of Landlord premises there may be times when the Tenant wishes to use part of the remaining portion of the Premises. Should this occur, the Tenant can rent additional areas at the current rental rate for those areas if they are

(w)The Tenant agrees to pay on or before the due dates (postdated cheques are acceptable) any and all property tax bills received by the Landlord from the City of Peterborough that apply to the leased space.

# 2. LANDLORD'S COVENANTS:

The Landlord covenants with the Tenant as follows:

Quiet Enjoyment - for quiet enjoyment of the Leased Premises; (a) (b)

Maintenance of Exterior of Building and Parking Area - to maintain the exterior of the building (including but not limited to foundation, exterior wall assemblies including weather walls, sub-floors, roof, bearing walls and structural columns,

exterior doors, and exterior windows), the parking area, the entrance off the parking lot, and the stairwells to the top floor, in good order and condition and to promptly make all needed repairs and replacements. The Landlord is to be allowed access to the attic and the roof of the Leased Premises to complete repairs

(c) Heating and Plumbing - to be responsible for the maintenance, repairs to, and replacement of the heating equipment and systems within or serving the leased premises. The Landlord is responsible for plumbing replacement in the leased premises as well as plumbing repairs with the exclusion of blocked/plugged sinks or toilets. as well as hardwired smoke/fire detectors. The Tenant is responsible for unblocking plugged sinks or toilets. The Tenant is also responsible for maintaining in good working order and replacing as necessary all smoke/fire detectors in their leased space.

Snow Removal, Sanding, Salting, and Ground Maintenance - to be responsible for snow removal, sanding and salting of the parking areas, and ground maintenance for the Premises. The Landlord will use its best efforts to ensure that snow removal is completed prior to 8:30 a.m. on weekdays. (e)

Renovation to Leased Premises - the Landlord shall not be responsible for any renovations to the Leased Premises. (f)

Insurance - throughout the term and any renewal thereof, to insure at its costs the Premises against public liability, property damage, loss of rental income, and other (g)

Kevs/Alarm and Elevator Codes: The Landlord will provide the Tenant with sufficient keys for the door off the main parking lot. The Landlord shall provide the Tenant with a unique alarm code so that its employees may enter the building at any time. The Tenant agrees that the keys and security alarm code will only be supplied to its employees and that whenever an employee leaves the company that the Landlord will be advised of this so that it may change the alarm code immediately.

#### Page 8 of 14

(h) <u>Hallways:</u> Landlord agrees to keep the areas shared with the Tenant neutral (free of religious or political symbols) as a form of respect for the diversity of the Tenant's clients and visitors.

<u>Termination of the lease:</u>

(ii) the Landlord may, at any time during the term of this lease terminate the lease by giving the Tenant at least nine (9) months written notice.
 (iii) Should it t

(iii) Should it become necessary for the Landlord/United Church of Canada to sell the property at 221 Romaine St., Peterborough, the Tenant shall have the right of first refusal to acquire the building. Accordingly, if the Landlord/United Church of Canada receives a bona fide arms length offer to purchase which the Landlord/United Church of Canada is willing to accept, the Landlord/United Church of Canada shall provide the Tenant with a copy of the offer to purchase, and the Tenant shall have forty five (45) days following receipt of such offer to purchase the property by delivering to the vendor a signed offer to purchase with the same deposit, terms, and conditions, which the vendor shall accept

(iv)Should it become necessary for St. James United Church to discontinue its use of the property as a church, the Landlord agrees to strongly recommend to the United Church of Canada to honour the remainder of this lease.

(j) Should the Tenant need to terminate this lease for any reasonable cause, at least 9 (nine) months notice will be given to the Landlord and the lease will terminate at the Tenant's date of closing of operations.

# 3. PROVIDED ALWAYS AND IT IS AGREED THAT:

- (a) Lease There shall be no reduction or abatement of the rent in the event of the Leased Premises or any part thereof or their appurtenances being rendered unusable or depreciated in value or damages or destroyed for any reason whatsoever, except as otherwise set out herein and excepting damage or destruction caused by fire, lightning, tempest, structural defects, acts of God or of the Landlord, its servants, agents, or workmen employed by or for it or any additional perils from time to time defined and covered in any standard fire insurance broad-extended-coverage contract from time to time in use during the terms hereof.
- (b) <u>Insolvency</u> The Tenant covenants and agrees that if during the term any of the Tenancy's goods and chattels on the Leased Premises shall be seized or taken in execution or attachment at any time during the term by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale or become bankrupt or insolvent or take the benefit of any Statute now or hereafter in force for bankrupt or insolvent debtors or if any order shall be made or proceedings taken for the winding-up of the Tenant or for the termination of its existence (if the Tenant is a corporation) or if the Leased Premises shall without the written consent of the Landlord become and remain vacant for a period of fifteen (15) days, or be used by any persons other than those entitled to use them under the terms of the Lease, or if the Tenant shall without the written consent of

### Page 9 of 14

the Landlord abandon or attempt to abandon the Leased Premises or to sell or dispose of the goods or chattels of the Tenant or to remove them or any of them from the Leased Premises so that there would not in the event of such abandonment, sale, or disposal be sufficient goods and chattels on the Leased Premises subject to distress to satisfy the rent above due or accruing due, then and in the every such case the then current month's rent and the next ensuring three (3) months rent shall immediately become due and payable and the Landlord may re-enter and take possession of the Leased Premises as though the Tenant or the servants of the Tenant or any other occupant of the Leased Premises were holding over after the expiration of the term and the term shall, at the option of the Landlord exercisable by written notice to the Tenant or the trustee in bankruptcy, as the case may be, forthwith become forfeited and determined. Accelerated rent under this paragraph shall be recoverable by the Landlord in the same manner as the rent hereby reserved and as if rent was in arrears.

- (c) <u>Entry to view Premises</u> the Landlord and its agent (see also page 4, section (i)) may at all reasonable times during the term enter the Leased Premises to inspect the condition thereof, and where such inspection reveals that repairs are necessary, the Landlord may give the tenant notice in writing of any such need for repairs, and the Tenant shall within ninety (90) days from the date of delivery of the notice, make the necessary repairs in a good and workmanlike manner;
- (d) <u>Holding Over –</u> if the Tenant should hold over after the original term or any extended term thereof, such holding over shall be deemed to be a tenancy from month to month only and shall have no greater effect, any custom, statute, law, or ordinance to the contrary notwithstanding. Such month-to-month tenancy shall be governed by the terms and conditions hereof notwithstanding any statutory provisions or rules of law with respect to month-to-month leases, and during such period of holding over the Tenant shall be required to pay only the monthly rental (previously) paid by the Tenant under the terms hereof during the month immediately preceding the expiration or termination of this lease:
- (e) <u>Re-entry</u> if and whenever the rent hereby reserved or any part thereof, shall be in arrears or unpaid for ten (10) days after any of the days on which the same ought to have been paid, although no formal or other demand shall have been made therefore; or in case there be default or breach or non-performance of any of the other covenants or agreements in this lease contained on the part of the Tenant, and such default shall continue for a period of ten (10) days after written notice thereof to the Tenant, except in case of a default which cannot with due diligence be cured in a period of ten (10) days or if the Tenant fails to proceed with all due diligence to cure the same, then and in any of such cases the rent owing together with rent for the three (3) months (accelerated rent) next ensuing shall immediately become due and payable, and the lease shall at the option of the Landlord be and become forfeited and void and the Landlord shall have the right, by use of reasonable force if necessary, to enter into and take immediate possession of the premises or any part thereof. No acceptance of rent subsequent to any default or breach, other than non-payment of rent, and condoning, excusing, or overlooking by the Landlord on previous occasions of any breach or default similar to that for which re-entry is made shall be taken to operate as a

#### Page 10 of 14

waiver of this condition, or in any way to defeat or effect the right of the Landlord hereunder. In addition, the Landlord shall be entitled to recover from the Tenant as rent, all damages that it may incur by reason of the Tenant's default and the observance of the terms of this lease, including all reasonable costs and expenses and solicitor's fees incurred by the Landlord in enforcing the terms and provisions of this lease. Accelerated rent under this paragraph shall be recoverable by the Landlord in the same manner as the rent hereby reserved as if rent were in arrears. The Landlord shall have the right to re-let the Leased Premises, either by way of sublease or assignment of lease and to receive the rent thereafter, and to take possession of any furniture or other property on the Leased Premises belonging to the Tenant and sell same at a private or public sale, proceeds of such sale and any rent and other amounts derived from the subletting of the Leased Premises upon account of the rent and other amounts due and to become due from the Tenant to the Landlord and the Tenant shall remain liable to the Landlord for any deficiency. Nothing in this paragraph derogates from the Landlord's right to sue the Tenant or any guarantor under the lease for losses or damages suffered by the Landlord including loss of rent for the period of default by the Tenant until the date of termination of this lease.

- (f) <u>Following Tenant's Goods</u> in case of removal by the Tenant of goods chattels of the Tenant from off the Leased Premises, the Landlord may follow such goods and chattels in the manner provided for in the Landlord and Tenant Act of the Province of Ontario;
- (g) <u>Damage to Premises –</u> whenever during the term the Leased Premises shall be (destroyed or) damaged by fire, lightning, or tempest, or any of the perils insured against under the provisions of clause 1(b) hereof, the following terms shall apply:

(i) If the damage (or destruction) is such that the Leased Premises are rendered wholly unfit for occupancy or it is impossible or unsafe to use and occupy them and if in either event in the reasonable opinion of the Landlord, notice to be given to the Tenant with ten (10) days of the happening of such damage (or destruction) the damage cannot be repaired with reasonable diligence within one hundred and twenty (120) days from the time the damage occurs, either the Landlord or the Tenant within five (5) days next succeeding the giving of the Landlord's reasonable opinion as aforesaid may terminate this lease by giving to the other notice in writing of such termination, in which event this lease shall be at an end from the date of such (destruction or) damage and the rent and all other payments for which the Tenant is liable hereunder shall be apportioned and paid in full to the date of such (destruction or) damage; if neither the Landlord nor the Tenant terminate this lease as aforesaid, then the Landlord shall repair the Leased Premises with all reasonable speed and the rent hereby reserved including additional rent shall abate from the date of the occurrence of the damage until the Leased Premises shall have been restored to a condition fit for the Tenant's use and occupancy:

(ii) If the damage be such that the Leased Premises are rendered wholly unfit for occupancy, or it is impossible or unsafe to use or occupy them, but if in either event in the reasonable opinion of the Landlord, to be given to the Tenant within

### Page 11 of 14

ten (10) days from the time the damage occurs, the damage can be repaired with reasonable diligence within one hundred and twenty (120) days from the happening thereof, then the rent hereby reserved including additional rent shall abate from the date of the occurrence of the damage until the Leased Premises have been restored to a condition fit for the Tenant's use and occupation, and the Landlord shall repair the damage with all reasonable diligence;

- (i) If in the reasonable opinion of the Landlord the damage can be made good as aforesaid within one hundred and twenty (120) days of its occurrence and is such that the Leased Premises are capable of being partially used for the purposes for which the Tenant has used them, then until such damage has been repaired the rent hereby reserved including additional rent shall abate in proportion as the floor area of the part of the Leased Premises rendered unfit for occupancy compared with floor area of the whole of the Leased Premises and the Landlord shall repair the damage
- (k) Lease Subordinate to Mortgage There is at the present time no mortgage on the Landlord's property, therefore the Landlord agrees to register notice of the lease on tille within one month after signing the lease agreement so that if the property is mortgage due new mortgage holder will see that there is a lease and the mortgage holder will contact the Tenant. In case there ever will be a mortgage on the property, this lease and everything herein contained shall be deemed to be subordinate to any charge or charges from time to time created by the Landlord by mortgage or charge on the Leased Premises or lands and the buildings thereon and the Tenant shall promptly at any time as required by the Landlord execute all documents and give such further assurances as may be reasonably required to postpone its rights and privileges to the holder of any charge or mortgage; PROVIDED that such mortgage shall permit the Tenant to continue in quiet possession of the Leased Premises in accordance with the terms and conditions of this lease as long as the Tenant is not in default hereunder, whether such mortgage is in good standing or not.
- No Waiver the failure of the Landlord to insist upon strict performance of any of the covenants and provisos hereof shall not be deemed a waiver of any right or remedy that the Landlord may have or of any subsequent breach or default in any such agreements, terms, covenants, and conditions;
- (m)<u>Renewal</u> The Tenant shall have the option, provided it is not in default under the terms of the lease, of renewing this lease for one (1) additional term of up to ten (10) years, on the same terms and conditions herein contained except as to the amount of the base rent payable. Provided that in order to exercise such option to renew the Lease, the Tenant must deliver to the Landlord written notice of its intention or desire to exercise the renewal, which written notice must be delivered by prepaid registered post to the Landlord or else personally delivered to the Landlord no later than six (6) months prior to the expiration of each term, and failing the delivery of the said written notice aforementioned, the within option to renew the lease shall be null and void and of no effect whatsoever. In the event that the Landlord and Tenant cannot agree on the amount of the base rent for the renewal period at least three (3) months prior to the expiry of the term of this

### Page 12 of 14

lease, the fixed base rent for the renewal period shall be determined by arbitration in accordance with The Arbitrations Act of Ontario, or any successor replacement legislation thereof.

- (n) <u>Arbitration</u> if any dispute or question shall arise between the Landlord and the Tenant as to any matter contained in this lease, the matter of difference shall be submitted and referred to arbitration. Any submission to arbitration shall be determined in accordance with The Arbitrations Act of Ontario or any survivor or replacement legislation thereof.
- (o) <u>Confidentiality</u> Both the Landlord and Tenant agree that confidentiality will be maintained at all times unless consent in writing is obtained by either party.
- (p) <u>Common Areas</u> St. James United Church and New Canadians Centre Peterborough will be sharing some common areas, both inside and outside of the building.

Outside the building includes the parking lot. The Tenant's employees will park along the fence line (parallel parking) on the east side of the parking lot; as well, the three or four parking spaces (angle parking) along the south side of the building exiting directly onto Aylmer St. can be utilized by the Tenant's employees. Should this number of spaces be insufficient, street parking on Aylmer St. is to be used. Clients of the Tenant may use any parking spaces in the parking lot. There are four handicapped parking spaces closest to the door. Inside the building, common areas include the entrance from the parking lot (by the elevator), the elevator, the stairwell adjacent to the elevator (from ground level to the leased space on the top floor), the stairwell at the southwest corner of the building (from ground level to the top floor), and the stairwell on the west side of the building exiting directly onto Aylmer St. (from the top floor to ground level): the latter two stairwells are primarily emergency exits from the Tenant's occupied space on the top floor. The latter is only to be used in an emergency.

# 4-INTERPRETATIONS:

Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

### 5-NOTICES:

- a. Any notice herein provided for or given hereunder if given by the Landlord to the Tenant shall sufficiently be given if mailed by registered mail, postage prepaid, addressed to the Tenant at 221 Romaine St. Peterborough. Ontario, K9J 2C3. Alternatively, it may be hand-delivered to the Leased Premises when a staff or board member with signing authority of the Tenant is there to personally receive it; the person receiving it will note the date and time received on the envelope.
- b. Any notice herein provided for or given hereunder if given by the Tenant to the Landlord shall sufficiently be given if mailed by registered mail, postage prepaid, addressed to the Landlord at 221 Romaine St.

### Page 13 of 14

Peterborough, Ontario, K9J 2C3. Alternatively, it may be hand-delivered to the church office at the above address when either the office administrator or the church minister is there to personally receive it; the person receiving it will note the data and be

- person receiving it will note the date and time received on the envelope.Any notice shall be conclusively deemed to have been given on the third business day following the day on which notice is mailed as aforesaid or on the first business day after if hand-delivered.
- d. Any party to this lease may at any time give notice in writing to any other party of any change of address of the party giving notice and after the giving of such notice the address therein specified shall be deemed to be the address of the party giving such notice for the purposes thereof.

# 6 - AUTHORIZATION FOR SIGNING THE LEASE:

The members of the Board of Trustees are duly appointed to their respective positions by the Official Board of St. James United Church. As such, it is within their respective responsibility to sign this document on behalf of St. James United Church.

IN WITNESS WHEREOF THE BOARD OF TRUSTEES OF ST. JAMES UNITED CHURCH, has hereunto set his hand this  $\frac{26}{20}$  day of <u>Feb</u>, 20 23

THE BOARD OF TRUSTEES OF ST. JAMES UNITED CHURCH Trustee Trustee Trustee Frustee

IN WITNESS WHEREOF the New Canadians Centre Peterborough has hereunto set his hand this 1st\_day of February, 2023

Andy Cragg	and
Edward Kloosterman	Name

Executive Director Title

Treasurer, Board of Directors

Title

IN WITNESS WHEREOF EAST CENTRAL ONTARIO REGIONAL COUNCIL) has hereunto set his hand, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. We have the authority to bind East Central Ontario Regional Council to this lease contract.

The United Church of Canada L'Église Unie du Canada

Page 14 of 14

Name

Name

Title

Title

# Appendix H

# Minutes FN&J Meeting June 8, 2023- 1:30 p.m.

Attending: Wendy Bulloch, Patricia Long, Sharon Woodrow, Sharon Hull, Darlene Hallett, Peggy Fillier, Adele Boy, Ned Wells, Joyce Payne, Kevin Fitzpatrick, Aruna Alexander, Rodney Smith-Merkley, Debbie Fingas(Music United), Darlene Hallett, Kevin Fitzpatrick, Carol Peterson (notes) Welcome of new members: Kevin Fitzpatrick, Darlene Hallett, Adele Boy (returning) Absent: Sharon Rodger Regrets: Dawn Duncliffe (Music United)

**Opening Reflection:** Wendy provided a reading from Sound of God's Voice- "each of us carries a certain emptiness...estrangement, anxiety...maybe God speaks through silence— be brave, be merciful, feed my lambs." Prayer

# Land Acknowledgement: Wendy

Appointment of Equity Support person: Adele Boy

Appointment of Secretary: Carol Peterson

Minutes of April 20, 2023 (Circulated by Isaac Mundy) Joyce moved; Peggy seconded -carried

**Report from the Assembly of Elders** (Pat/Ned) Aruna asked about their reported awareness of anti-racism policy. Ned explained it referred to anti-racism "training". It is still a priority. Sharon says training has just been revised at the National Level. Liaisons will keep congregations informed.

### Forums

- Indigenous Justice and Respectful Relationship Forum: Sharon says there is budget for the IJ&RR lending library. It will be enriched and maybe an email will be sent out explaining its intent. Three wooden boxes are going around, signed out for 6 weeks, then on to another Community of Faith. A work in progress; more instructions will come mid-June. Clarification from Rodney: "Brian James informed me there was \$20,000 of restricted funds for this purpose. These funds came from a former presbytery as the region was being created. Elaine Kellogg, Helmut Enns, and Jackie Harper met earlier this week and hope to budget \$2000 a year over the next three years to continue to grow the Indigenous Justice and Respectful Relationship Library. They decided it would be too much to look after other forum's books, but could support other forums in the creation of similar travelling libraries." Rev. Elaine Kellogg hopes to have an education day at Petroglyphs in September-see ECORC newsletter.
- First Third's Ministry Forum (Children, Youth, Young adults- and their leaders): Sharon says there is a Zoom call on June 20th to get connected (third Tuesday, afternoon AND evening of each month, not July, maybe August? September for sure). Christian Island Camp— we're hoping for a return there, to reconnect the relationship between Indigenous and Non-Indigenous youth. Five Oaks Youth Camp may have space—in the works. Trying to get information out about leadership. Sharon will send a link to help

with getting youth and young adults connected. Get information to Sharon if you know of youth personnel who are interested in getting connected. Aruna would like to get this going. Debbie Fingas offered a start with a summer student at Trinity United in Cobourg.

- Affirming Forum: Use of pronouns. Font size on name tags. Clearly display both on name tags going forward. Connecting with all areas whether or not they are already affirming. Helping to know what to expect, pitfalls they might encounter. Is every Community of Faith expected to become an affirming one? Joyce says that's the hope but we are also being realistic. If anyone needs help please ask this forum.
- Anti-Racism Interfaith Intercultural Forum: Aruna informed the meeting participants that the ARII Forum will meet after the first set of regional consultations have taken place on June 10th. To be effective in planning, we need to know how our Executive Secretary, Eric Hebert-Daly is thinking about the Regional Strategic Plan and how and where the ECORC Anti-racism Policy fits in with both the National and the Regional goals. The ARII Forum is planning a Regional Conference on Theology/Spirituality through the lens of ARII. This Conference will take place AFTER the Moderator's visit, in November 2023. Aruna informed the FNJ Team that she had contacted Rev. Dr. Jennifer Janzen-Ball, General Council Executive Minister for Theological Leadership. She is willing to participate in our Region's Theological/Spiritual Conference through the lens of ARII. Our Regional Executive Secretary has been sent "on the ground" research based data on: (1) responses from our Communities of Faith to the ARII questionnaire, and (2) researched based evidence showing that Kingston, Peterborough, and Prince Edward County are geographical areas in our Region that call for a high level focus by Church and Communities to combat Racism. The Forum's intercultural images project through hanging portraits of leaders is moving along - slowly! Cost of picture, plus framing, might be a factor regarding prints of Chancellor Murray Sinclair. Aruna suggested we open it up to our United Church of Canada intercultural leaders as well. One of Rev. Lionel Ketola's former congregations has chosen to display multicultural portraits of the face of Jesus. Adele suggested a female leader - such as our present Moderator, Carmen Lansdowne --- or Dixie Shilling. Darlene suggested the possibility of a collage. Aruna mentioned the Justice goal of having a "No Hidden Figures" approach

regarding intercultural leaders and contributors to the work of The United Church of Canada. Other: What about Indigenous artworks to demonstrate diversity, inclusivity? Carmen Lansdowne is coming to St. James, Peterborough on October 22/23. How about a photo taken the day of the visit and displaying it soon after?

# Networks

- Guaranteed Livable Income (GLI)- Sharon says they have a podcast found in the ECORC website under GLI.
- Palestine Justice (Adele) Photo montage being worked on for display at Humber College in the fall. Overall policies of the UCC are in question. Try local effort to influence, ultimately, the National Level.
- Music United (Debbie Fingas) National Network of Musicians— over 1200 musicians and clergy. There's a newsletter available on their website. Then Let Us Sing! project: Electronic versions of all three hymn books as well as NEW songs will be available in the fall of 2024. A sampler will be coming in early September (2023) with new music. Aruna asked if there will be music related to anti-racism. Then Let Us Sing website **thenletussing.ca** has excellent information on this. Hoping this will be a place for musicians to share experiences. Working on becoming an affirming network. Aruna asked about the theological rationale for the music that is relevant for the church's current mission and ministry goals. For answers to this and other queries, see informational brochure: "There are five active sub-committees

working on different aspects of *Then Let Us Sing!* to ensure our values of deep spirituality, bold discipleship, and daring justice are integrated and reflected through all aspects of this new resource."

No updates on the following peace points:

- Long Term Care Crisis (Deb Brown)
- Affirming Ministries
- Creation Care (National)
- Rural Connect (Ryan McNally)
- Music leaders
- Tech support
- Shared Ministries

Clusters

# Updates

• **Quin Mo Lac:** No Open House this Saturday due to a nearby fire. Tours can be arranged if you contact Quin Mo Lac directly or check the facebook page.

UCW and Fair Trade- Marilyn: Registration forms are out for UCW at Quin Mo Lac.

# NOTE: This Saturday, June 10/23, Meetings for Strategic Plan–Peterborough, Napanee and Bowmanville.

New Business

- Correspondence
- Email from Paul Reed re Healthcare in Ontario-raising issues about Health Care. Open • discussion about responding in timely ways to issues. Should there be a forum on Health Care? Networks are organic—Sharon. How about a Communications Team to address things faster? Staffers, Karen and Sharon will help if people are interested in forming a forum for this. Not all of us have seen Paul Reed's letter. MInden Hospital Emergency Room closed on June 1. A cluster of clergy has met to discuss urgent concerns such as wait times in ER's and closing of ER's. Within ECORC boundaries we are 8000 constituents, a large voice. A really critical issue: Are there any community led action groups that we can partner with? Can we do something more than sign petitions? Can we put out a call to get us connected with someone who would have influence? Sharon Woodrow wonders about Woodville United member(and medical doctor) Dr. Sheila-Mae Gidney (Young). Can she help/offer suggestions? As Canadian citizens AND UCC members we can send letters to MPP's. Can we get names of Human Resources Administrators in hospitals? What action shall we take? How about a newsletter request for people who want to work on this issue? A letter to Broadview publication? Kevin Fitzpatrick suggested that the cluster of clergy might take this on. These notes are to go to Assembly of Elders via Sharon H. They may put together a "health forum" and, if so, we can offer support. Any network that wants to form can do so and staff will support them. We can't stand alone as a team. Kevin, Pat and Ned can take this back to the Assembly of Elders. Clearly, a strong desire to take action on this vital concern.
- Worship preparation by the Forum for Fall 2023 meeting on October 28th: Aruna says they will prepare during the summer.
- Fall 2023 Regional Theology/Spirituality Conference re: ARII. This will be planned for a date after the Moderator's visit to the Region which takes places November 8th 11th.
- ARII research evidence results have been sent to the new ECORC Executive Director, Eric H.

- Picture Project from Anti-racism, Inter-faith, Inter-cultural Forum
- Any additional new business

# Next Meeting Date: September 7, 2023-1:30 p.m. (to be confirmed)

### **FNJ Reports:**

# ECORC Affirming Forum Report to FNJ June 8th, 2023.

- Membership on this Forum is now at 6 people with Sharon Hull as a Staff Member. We are actively looking for more members.

- Very positive feedback was received for the Affirming Forum-led Worship Service at the ECORC Spring Meeting.

- Rainbow flags, depicting both the ECORC and Affirming Logos, were dedicated and gifted to Affirming Communities of Faith, the Assembly of Elders for ECORC and the Regional United Church Women (UCW).

- A ceremonial Affirming Table Runner was also blessed and used on the Communion Table for the weekend.

- Joyce Payne will attend (virtually) the AU/SE AGM being held at Beaconsfield UC, July 14-16.

- Affirming Forum (AF) has booked October 11/23 at 7 - 8:30 pm for the next Networking Workshop.

- AF request a brief (15-20 minute) meeting with the Assembly of Elders this Fall to discuss the use of inclusive language and the importance of use of pronouns.

- AF request that Name Tags, at future events, have a larger font size and that pronouns (when provided) be included.

- Happy Pride Month

Submitted by Sharon Woodrow

# Indigenous Justice and Respectful Relationship May 18, 2023 – ZOOM

**ATTENDANCE:** Kaitlyn Ostrander, Ned Wells, Helmut Enns, Jackie Harper, Rodney Smith-Merkley, Shelly Knott-Fife, Sharon Hull, Mary-Anne McFarlane, Elaine Kellogg <u>revekellogg@gmail.com</u>

Elaine opened the meeting with prayer.

**ECORC AGM:** Chief Dave Mowat of Alderville spoke to us about MMIWG2S. His honorarium will go to the Nogojiwanong Friendship Centre in Peterborough.

ECORC voted to support Remit 1: Establishing an Autonomous National Indigenous Organization

**Anti-Racism Training**: This may be offered to lay people. There is currently no specific role for IJRR. **In Person meeting for IJRR**: To date, Elaine has not been able to contact individual at Tyendinaga who is developing a seed bank. Shelley has invited us to meet at her house on September 15<sup>th</sup> for a retreat. The Curve Lake Pow Wow is the following day.

**Moderator:** The November visit is quite booked up. Possibly next spring she will be able to visit at Cambridge in Lindsay.

**Travelling Library:** Nancy Wilson has the travelling indigenous library. Currently the library has only Indigenous resources, but the hope is to broaden it for all the FNJ areas. There is a fund earmarked for an ECORC travelling library.

2023-60

**Youth Trip to Christian Island**: The group is still rebuilding relationships and moving ahead with the vision. There was a meeting a few days ago, and another meeting is planned for next week.

**Witnessblanket.ca:** Sharon Woodrow would like to host a blanket in the Cannington church. She is planning to have the display available to schools and churches. The target date is September to October 2025. The Cost will be around \$2000.00. Rodney will get information on our budget for the next meeting.

**April 15 Drum Event Oshawa.** Sharon Hull attended. It was a bigger event, with more vendors and more people in attendance. The group will host an event on June 21<sup>st</sup> event in Pickering

**June 21<sup>st</sup> events:** Please send all events to Rodney who will ask Karen for a special mail-out informing ECORC of the events.

**Hiawatha Event, May 2:** The day was well attended by UCW women. A brief tour of the L.I.F.E. Services Centre building (Lasting Individual Family Enrichment) was followed by a hymn sing at the church, and then a lunch and talk in the lower hall of the original Administrative Office.

**Remit Zoom follow-up:** Rodney will start the process of preparing a church service built around the video. By fall we will start to see who has voted. Then follow-up can begin with congregations which have not voted. Mary-Anne closed with prayer.

**Next meeting:** June  $15^{th}$  at 1:00 by ZOOM

Shelley has invited us to meet at her house on September 15<sup>th</sup> for a retreat.

Report to FNJ from corresponding members of the Assembly of Elders

On May 30<sup>th</sup> we welcomed new members to the Assembly of Elders. New assembly member, Rev. Kevin Fitzpatrick, is joining the Formation, Nurture, Justice Team! Rev. Paul Reed stepped down as Speaker of the Assembly. We are grateful for his faithful leadership during the difficult years of the pandemic and for staying in the position much longer than he had planned. Rev. Wanda Stride has been appointed as the new Speaker of the Assembly. We are confident that her gifts will be a blessing to the Assembly in the year ahead while she serves her term. Your prayers for the Assembly of Elders as they engage in their work is always appreciated. Rev. Wanda Stride has said that there is interest in forming a new network around the work being done in relationship with El Salvador.

The Doing Mission Together Grants were approved. Below is the motion.

Submitted by, Pat, Ned, and Kevin

# **Doing Mission Together Grants**

**2023-05-30-008 MOTION** (T. Meyers/B. James) That the East Central Ontario Regional Council Assembly of Elders concur with the recommendation of the Mission Through Property Leadership Team to approve the following "Doing Mission Together" grants totaling \$17,950:

- United Community Ministry \$1,000
- Bedford House Community Ministry / Greenwood \$5,000
- Crossroads United Church \$2,000
- St Andrew's By-The-Lake United Church \$3850
- Women's Retreat Kathleen Whyte \$1,100
- Requested \$3,300. Attendees to request difference
- from the Leadership Fund (\$2,200)
- Trinity St Andrew's United Church, Brighton \$5,000

The United Church of Canada	East Central Ontario Regional Council
L'Église Unie du Canada	Meeting of the Assembly of Elders

\*Note: For the Budget (\$15,000) versus Grants (\$17,950) of \$2,950 we recommend using the COF Emergency Assistance Fund to cover shortfall. Previously approved was St Mathews United Church for \$5,000.

Details for each grant application was provided to members of the Assembly of Elders prior to its meeting.

At the June meeting of the Covenant Support Meeting we will be discussing the possible lifting of restrictions placed upon the Rev. David Watson at the Coe Hill, St. Ola, and the Ridge community of faith and at the Bancroft-Carlow community of faith.

# **Timing of our meetings**

After some discussion, it was agreed that our meeting dates for the Assembly of Elders for the 2023-2024 year will be on the  $3^{rd}$  Tuesday of the Month in the afternoon. Our next meeting will be held on Tuesday June 20<sup>th</sup> at 2:30pm.

### Appendix I

### Getting the remit vote out

In an effort to make sure that no stone is left unturned when it comes to pastoral charges voting on the remit, I suggest the following process to help get the vote out!

1. Continued reminders in our newsletters (July 2023 to March 2024)

We will ensure that there is not a single newsletter that goes out in the coming months that does not mention and link to information about the remit.

2. Website link 'above the fold' (July 2023 to March 2024)

In an effort to keep it visible at all times, a button will be added to the top of our webpages linking to remit information for pastoral charges.

3. General Council Office providing lists

The GCO has begun providing updates on the pastoral charges that have already voted on the remit. As the fall progresses, they will also provide the list of those who have not voted so they can be contacted.

4. Activist team recruitment (September 2023)

A group of volunteers will be recruited from the Indigenous Justice and Respectful Relations Forum (and beyond) to help contact pastoral charges that have not yet voted on the remit, to offer information, support and encouragement to vote.

A short training session with the volunteers would be held in early September to equip folks with the information they need to begin contacting pastoral charges. (Tentative date: Wednesday, September 13<sup>th</sup>, 7pm, zoom).

A first call would be made in the second half of September, encouraging pastoral charge leadership to participate in a briefing/information session in early October and providing them with the details of that information session. They will also try and determine if the governance body of the pastoral charge has set a date to vote on the remit. They will track this and follow up with them a week after the date mentioned to see if they were able to do it. Future contacts and check-ins will be case-based until the pastoral charge has voted. As updated lists of those who voted are provided, they will be provided to volunteers so that they can focus on those who have not yet voted.

5. Briefing/Information Session for Pastoral Charges

A Zoom session will be held to answer any questions and to motivate people to get their pastoral charges to vote. (Tentative date: October 4<sup>th</sup>, 7pm)

6. November check-in

A check-in with the volunteers will be held in late November to see if there are any other steps we need to take to ensure that all have voted by the end of March. (Tentative date: Nov