

**Toronto Southeast Presbytery - 2017-2018**  
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**Toronto Southeast Presbytery  
Finance and Property Team Minutes  
Tuesday, November 28, 2017 – 10:00 am  
by Conference Call**

**Present:** Nick Walker (Chair), Fred Angus (Secretary), Joan Chinnery, Clyde Harris Johmann Kwong,, Aubrey Peterson, David Phillips, Randy Stroud, Wayne White.

**Guests:** Tom Carter, Vice-chair of Council, Leaside United Church (LUC) and former member of Presteign-Woodbine United Church (PWUC); Fraser Holman, Chair of Board of Trustees, LUC; Bruce Raby, Vice-chair of Board of Trustees (LUC) and former member of PWUC.

**Regrets:**, Alan Morson, ,

**Call to Order and Devotion:** This meeting was called at the request from Leaside United Church to obtain Toronto Southeast Presbytery's approval of the sale of 16 Presteign Avenue, Toronto, the site of the former Presteign-Woodbine United Church. Quorum being achieved, the Chair, Nick Walker, called the meeting to order and provided an opening prayer.

1. **Agenda:** The Chair referred to the agenda previously circulated and asked if there was consensus to accept. Hearing no objection, he proceeded.
2. **Approval of Minutes:** The Chair recommended that the approval of the team minutes from our November 13, 2017 meeting be deferred to our regularly scheduled meeting of December 11, 2017 and asked for a motion to defer.

**MOTION:** Aubrey Peterson / Wayne White to defer the approval of the Finance & Property minutes of November 13, 2017 to our December 11, 2017 meeting.

**CARRIED.**

3. **Leaside United Church - Request from Leaside United Church (LUC) to approve the sale of its property at 16 Presteign Avenue, Toronto, the site of the former Presteign-Woodbine United Church:** Documentation of the Agreement of Purchase and Sale dated November 15, 2017 had been previously circulated and team members are reminded about its confidentiality. The Chair welcomed the three LUC guests and invited Tom Carter to provide us with a recapitulation.

Tom Carter's review:

- Presteign-Woodbine UC amalgamated with Leaside UC on June 10, 2017. Post amalgamation there was an agreement to sell the Presteign-Woodbine property,
- The Leaside UC Sale Team, (The Team), was formed from members of both former congregations. The Team comprised a lawyer, a former City Toronto Councillor, a former City Toronto senior planner, a developer operating in St. Catharines, two retired accountants, a retired Air Force General, a retired businessman, a banker with real estate knowledge, the long-time PW property chair, and a PW member (retired from police force) who lives near the property.
- CBRE was hired as the listing real estate agency. The Team asked them to make a concerted marketing push to find another church as buyer. If it were to be a developer, The Team wanted one with sensitivity to the neighbourhood because we will continue serve United Church people in Ward 31.
- LUC purchased an Environmental 1 study, a survey, a Building Condition Report and placed these along with original and addition building plans and other reports in a confidential data room. Prospective buyers could access the data after signing a non-disclosure agreement.

- By November 1st The Team had 22 offers in hand including four that were unconditional. The Team went back to a number of bidders and asked for a better bid, namely, a higher deposit and an unconditional offer.
- Six unconditional offers were reviewed on November 14, and The Team selected one. The Team was unable to get a church as a buyer, although a lot of time was spent working with one.
- On November 15 LUC signed back an offer from a long-time developer who has friends and family in the neighbourhood.
- LUC Trustees met on November 21, and approved a request to seek Presbytery approval

The Chair thanked Tom for his excellent presentation and asked if there were any questions:

- There was a question about the purchaser's response to a larger cash deposit request. Tom replied that one developer increased its deposit by \$450,000.
- Randy Stroud asked if there were any issues that resulted from the building or environmental surveys performed – nothing major was reported. Deferred maintenance is thought to be less than \$100,000.
- Aubrey Peterson's questions were about clarification, (the photo-copies were difficult to read).
- Randy Stroud had questions about the contents that still remained in the church which, presumably, will become the property of the purchaser if abandoned. There are two organs in the church, neither one being a pipe organ. Both organs are portable. The smaller one could be gifted but the larger one is unlikely to be disposed of because the cost of moving and refurbishing could approximate \$50,000. There is thought to offering any contents in the church to Habitat for Humanity.

The Chair asked if there were any more questions and hearing none, and noting that all participants had received a copy of said motion in advance, called for the motion. David Phillips advised that he would be abstaining from voting because of a conflict of interest.

**MOTION RE REQUEST FROM LEASIDE UNITED CHURCH TRUSTEES TO APPROVE THE SALE OF 16 PRESTEIGN AVENUE, TORONTO**

**WHEREAS Toronto Southeast Presbytery at the July 27, 2017 teleconference meeting of the Finance and Property Team approved the listing for sale of the Presteign Woodbine United Church (PWUC) lands at 16 Presteign Avenue, Toronto, ON, AND**

**WHEREAS the congregations of PWUC and Leaside United Church merged on June 10, 2017 to form Leaside United Church (LUC), AND**

**WHEREAS the sale of the property of PWUC at 16 Presteign Avenue, Toronto was approved by the governing body of LUC, and the sales committee of LUC has determined a suitable Buyer and negotiated an Agreement of Purchase and Sale dated November 1, 2017, AND**

**WHEREAS the Trustees of Leaside United Church (THE TRUSTEES) meeting on November 21, 2017, having been directed by the Governing Body to do so, have requested the consent of Toronto Southeast Presbytery to the sale of the church lands at 16 Presteign Avenue, Toronto (APPENDIX A) to a Buyer, AND**

**WHEREAS, the Finance and Property Team has received and reviewed the Agreement of Purchase of Sale dated November 1, 2017 (APPENDIX B) and supporting documentation, AND**

**WHEREAS PWUC and LUC prepared a preliminary plan for the disposition of the proceeds of sale as contained in the Covenant Agreement between PWUC and LUC, approved at congregational meetings held on November 16, 2016, AND**

**WHEREAS the Finance and Property Team is mandated to act for Toronto Southeast Presbytery in matters of congregational property requiring Presbytery approval,**

**IT IS MOVED by Wayne White and SECONDED by Johman Kwong that Toronto Southeast Presbytery:**

- 1. Approves and consents to the sale of 16 Presteign Avenue, Toronto, the legal property description being:  
PT. LT. 6, PL. 3614 EAST YORK; PT. LT. 7, PL. 3614 EAST YORK; PT. LT. 8, PL. 3614, EAST YORK; PT. LT. 9, PL 3614 EAST YORK; PT. LT. 9, PL. 3837, EAST YORK, AS IN EY89772, EY84732; and LT. 10, PL. 3837 EAST YORK; LT. 11, PL. 3837 EAST YORK; in TORONTO (E YORK), CITY OF TORONTO, pursuant to the Agreement of Purchase and Sale dated November 1, 2017 and appended as APPENDIX B, the terms of which include, but are not limited to:
    - a) A sale price of \$3,650,000, with no Buyer's conditions,**
    - b) Presbytery approval no later than 30 days after November 15, 2017, and**
    - c) A closing/completion date of 21 days after the waiver of the Presbytery approval condition.****
- 2. Directs THE TRUSTEES and/or Governing Body of LUC that a copy of the statements on closing setting out the proceeds of sale, commissions, legal fees, disbursement and settlement of obligations on closing, including reimbursement to Congregational and Trustees funds of all costs accrued from operating the property at 16 Presteign Avenue, Toronto prior to the closing, be provided to the Finance and Property Team of Toronto Southeast Presbytery.**
  - 3. Directs THE TRUSTEES to hold the balance of the net proceeds of sales after settlement of the reimbursements set out in Clause 2. above as follows:
    - a. Hold the net proceeds of sales in secure accounts and investment instruments that are short term (not longer than 6 months or cashable on short notice) and that are not subject to capital loss until such time as a final plan of disposition is developed by LUC and approved by Toronto Southeast Presbytery, and**
    - b. Income earned to be paid out to THE TRUSTEES of LUC and utilized as the LUC Governing Body may direct, subject to the condition that investment statements, as they become available, be shared in a timely manner with the Finance and Property Team of Toronto Southeast Presbytery for the period ending March 31, 2018 and quarterly thereafter, until the final plan of disposition of assets is approved by Presbytery.****
  - 4. Confirms the Finance & Property Team motion of July 27, 2017:
    - a. Approving the listing of the PWUC property for sale, and**
    - b. To defer receiving and considering a LUC final plan of disposition for the funds as required by the policy of The United Church of Canada (Manual 2016 G 2.3.2), recognizing that there will have to be a further time of congregational discernment at LUC and consultation with the Finance &****

**Property Team of Toronto Southeast Presbytery, before the LUC plan can be finalized and submitted to Presbytery for approval.**

**CARRIED.**

Abstention - David Phillips.

Nick Walker thanked Tom Carter, Fraser Holman, and Bruce Raby for their attendance and advised them that since they were present for the discussion, and having heard the motion passed, they are aware of the decision and consequently there is no need for a formal notification. This decision, and the notes of the minutes pertaining thereto, will be posted to the Toronto Southeast Presbytery website later.

4. There being no further business, Nick Walker declared the meeting adjourned at 10:30 am and closed with a benediction.

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Nick Walker  
Chair

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Fred Angus  
Secretary

**Next Meetings:**

**Monday, December 11, 2017**

**Monday, January 8, 2018**

**Monday, February 12, 2018**

**Monday, March 12, 2018**

**4:00 pm to 6:30 pm**

**Devotion: David Phillips**

**Devotion: Wayne White**

**Devotion – volunteer required**

**Devotion – volunteer required**

**Appendix A – Motion by the Trustees of Leaside United Church to request the consent of Toronto Southeast Presbytery to the sale of church lands at 16 Presteign Avenue, Toronto**

Sale of the Presteign-Woodbine United Church Property

Motion by the Trustees of Leaside United Church

Whereas the congregation of Presteign-Woodbine United Church has determined to sell its church building, and

Whereas, the governing bodies of Presteign-Woodbine United Church and Leaside United Church in their Amalgamation Covenant Agreement dated 18 November 2016 directed the sale of the Presteign-Woodbine church building, and

Whereas, the merger of Presteign-Woodbine United Church and Leaside United Church now named Leaside United Church was completed on June 10, 2017, and

Whereas, the governing body of Leaside United Church at its meeting of 18 July 2017 has directed the Trustees to do so.

We the Trustees of the congregation of Leaside United Church, hereby request the consent of Toronto Southeast Presbytery

- (1) To the sale of the church building, the legal description of which is:  
 PT. LT. 6, PL. 3614 EAST YORK; PT. LT. 7, PL. 3614 EAST YORK; PT. LT. 8, PL. 3614, EAST YORK; PT. LT. 9, PL. 3614 EAST YORK; PT. LT. 9, PL. 3837, EAST YORK, AS IN EY89772, EY84732; and LT. 10, PL. 3837 EAST YORK; LT. 11, PL. 3837 EAST YORK; in TORONTO (E YORK), CITY OF TORONTO, and the municipal address of which is 16 Presteign Avenue, Toronto pursuant to the Agreement of Purchase and Sale dated 1 November 2017, and subject to Presbytery approval, the terms of which include, but are not limited to:
- a) A sale price of \$3,650,000,
  - b) Presbytery approval no later than 15 December 2017, and
  - c) A closing/completion date of 21 days following waiver of Presbytery approval condition.

Certified to be a true copy of a resolution passed by the Trustees of the congregation of Leaside United Church the 21st day of November, 2017.

(signed)



D Fraser Holman  
 Chair, Board of Trustees  
 Leaside United Church



# Agreement of Purchase and Sale Commercial



**Form 500**  
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 1 day of November, 2017

**BUYER**, Level 2 Developments Inc., in trust, agrees to purchase from  
(Full legal names of all Buyers)

**SELLER**, The Trustees Of The Leaside Congregation Of The United Church Of Canada, the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address 16 PRESTEIGN AVE

fronting on the west side of Presteign Avenue

in the City of Toronto

and having a frontage of as per survey attached as more or less by a depth of more or less

and legally described as Pt Lt 6 Pt 3614 East York, Pt Lt 7 Pt 3614\* - See schedule "B"  
(the "property")

(Legal description of land including easements not described elsewhere)

\$ 3,650,000.

Dollars (CDN\$) ~~3,590,000.00~~

**PURCHASE PRICE:**

SIX FIFTY  
Three Million Five Hundred Ninety Thousand Dollars

**DEPOSIT:** Buyer submits Upon acceptance (Herewith/Upon Acceptance/as otherwise described in this Agreement)

Four ~~One~~ Hundred Thousand Dollars (CDN\$) 400,000.00

by negotiable cheque payable to Mills & Mills LLP, in trust "Deposit Holder"

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

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

**SCHEDULE(S) A** and "B" and "C" survey attached hereto form(s) part of this Agreement.

**IRREVOCABILITY:** This offer shall be irrevocable by Buyer Seller until 5 p.m. on

the 10th 15th day of after date of offer NOVEMBER, 2017, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_

See schedule "A", 20\_\_\_\_\_. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

*[Handwritten initials]*

INITIALS OF SELLERS(S):

*[Handwritten initials]*



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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
(For delivery of Documents to Seller)

FAX No.: .....  
(For delivery of Documents to Buyer)

Email Address: carol.trattner@cbre.com  
(For delivery of Documents to Seller)

Email Address: peterdais@rogers.com  
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** Organ in sanctuary, portable organ in south wing upper floor, remaining tables and chairs.

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** Presteign-Woodbine sign beside main door to building

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

none

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the \_\_\_\_\_ day of See Schedule A Clause 7.01, 20\_\_\_\_ (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there ~~are no outstanding work orders or deficiency notices affecting the property, that its present use (~~ place of worship ~~) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.~~



9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land ~~providing that such are complied with;~~ (b) any registered municipal agreements and registered agreements with publicly regulated utilities ~~providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility;~~ (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title ~~or to any outstanding work order or deficiency notice,~~ or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.



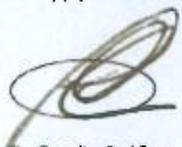
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





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- 15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;  
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- ~~23. **UFFH:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~
- 24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

  
.....  
(Witness)  
.....  
(Witness)

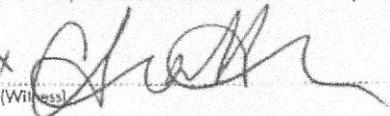
LEVA DEVELOPMENTS INC.  
.....  
(Buyer/Authorized Signing Officer)  
.....  
(Buyer/Authorized Signing Officer)

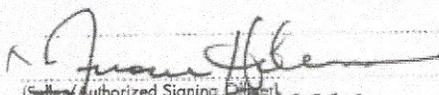
DATE Nov. 1/17.  
.....  
(Seal)  
DATE .....

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

x   
.....  
(Witness)  
.....  
(Witness)

  
.....  
(Seller/Authorized Signing Officer)  
as a TRUSTEE  
.....  
(Seller/Authorized Signing Officer)

DATE 15 Nov 2017  
.....  
(Seal)  
DATE .....

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....  
(Witness)

.....  
(Spouse)

DATE .....

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 12:45 a.m./p.m. this 15 day of NOVEMBER, 2017.

.....  
Signature of Seller or Buyer

INFORMATION ON BROKERAGE(S)	
Listing Brokerage <u>CBRE LIMITED</u>	Tel.No. <u>(416) 494-0600</u>
<u>CAROL TRATTNER</u>	(Salesperson / Broker Name)
Co-op/Buyer Brokerage <u>RIGHT AT HOME REALTY INC.</u>	Tel.No. <u>(416) 391-3232</u>
<u>PETER DAIS</u>	(Salesperson / Broker Name)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DATE .....

(Seller)

DATE .....

(Seller)

Address for Service .....

Tel.No. ....

Seller's Lawyer .....

Address .....

Email .....

Tel.No. .... FAX No. ....

DATE Nov. 15/17.

(Buyer)

DATE .....

(Buyer)

Address for Service .....

Tel.No. ....

Buyer's Lawyer Demetrius Pantazis

Address 1315 Lawrence Avenue East, Toronto, M3A 3R3

Email dpantazis@on.aibn.com

416.469.5355

Tel.No. .... FAX No. ....

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:	<u>No Co-op Commissions Will Be Paid</u>
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.	Acknowledged by: 
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.	(Authorized to bind the Co-operating Brokerage)
(Authorized to bind the Listing Brokerage)	

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SCHEDULE "A"**BALANCE OF PURCHASE PRICE**

- 1.01 The Buyer agrees to pay the balance of the Purchase Price, subject to the usual adjustments, to the Seller on Closing with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer.
- 1.02 The Buyer and the Seller hereby direct the Deposit Holder to place (upon receipt) the ~~first and second~~ deposit (collectively the "Deposit") in an interest-bearing account or term deposit, with any accrued interest on the Deposit to be paid to the Buyer as soon as possible after Closing or other termination of this Agreement. However, if this Agreement shall be terminated for any cause following the waiver of the Buyer Condition, the Deposit and all interest accrued thereon will be retained by the Deposit Holder until such time as a court of law or the parties by agreement determine whether the Buyer or the Seller are entitled to the Deposit. The Buyer advises that its Business Identification Number ("BIN") is \_\_\_\_\_ so that the Deposit may be placed in an interest bearing account. The Deposit will be held without interest until the Buyer provides its BIN information. The Buyer and Seller both acknowledge they will be required to complete FINTRAC documentation.

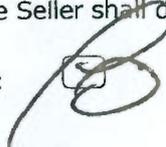
**SELLERS DELIVERIES**

- 2.01 Within five (5) business days following acceptance of this Offer by both parties, the Seller shall provide the following information to the Buyer, if in the Seller's possession or control (if the Buyer has not already received such information through the CBRE on-line data room) (the "Review Materials"):
- (a) A copy of a survey of the Property dated October 5, 2017 prepared by Stojanovic Land Surveyors;
  - (b) Copies of any leases and rental agreements affecting the Property that, according to their terms, may continue after the Completion Date;
  - (c) Copies of any maintenance agreements or service contracts affecting the property that, according to their terms, may continue after the Completion Date;
  - (d) Copy of the MPAC Assessed Value as of January 1, 2016 and the Current Year Phased - in Assessment for the Property; and
  - (e) Copies of any plans, as-built drawings, warranties, insurance coverage, planning reports, inspection reports and environmental reports with respect to the Property that are in the Seller's possession or control.
- 2.02 Prior to executing this Agreement, the Buyer hereby acknowledges that the Review Materials are readily available through the CBRE Limited Share File online data room and the Buyer acknowledges that it has completed and submitted a non-disclosure agreement to CBRE Limited to receive access to the Review Materials.

The Buyer further acknowledges that it has reviewed all information made available prior to submitting this Agreement.

- 2.03 The Seller shall deliver to the Buyer, within five (5) days after receipt of request thereof from

Buyer Initial:



Seller Initial:



the Buyer, authorizations prepared by the Buyer's solicitors to governmental authorities necessary to permit the Buyer to obtain information from the files of such governmental authorities relating to the Property, provided said authorizations explicitly do not authorize or result in any inspections with respect to the Property. The Buyer covenants and agrees with the Seller that it will not request, directly or indirectly, any such inspections.

- 2.04 The Seller makes no representation or warranty as to the truth, accuracy or completeness of the matters set out in any of the Review Materials, and the Buyer acknowledges that it must conduct its own investigations and due diligence to confirm such matters in connection with all of the Review Materials.
- 2.05 If the transaction contemplated pursuant to this Agreement is not completed for any reason, then the Buyer shall promptly return to the Seller all Review Materials and copies thereof, delivered or otherwise obtained pursuant to the provisions of this Agreement.

#### **BUYER'S CONDITION**

Intentionally deleted.

#### **SELLER'S CONDITIONS**

- 4.01 The obligation of the Seller to complete this purchase and sale transaction shall be subject to the condition that, by 5:00 p.m. on the seventh (7<sup>th</sup>) day following the date of mutual acceptance of this Agreement, the Seller's solicitor shall have reviewed and approved of the terms of this Agreement, in its sole and unfettered discretion. Unless the Seller gives notice in writing to the Buyer within this time period that this condition has been satisfied, the Offer shall be null and void and the deposit shall be returned to the Buyer without interest or deduction. This condition is inserted for the sole benefit of the Seller and may be waived by it at any time by providing notice in writing to the Buyer within the time period stated herein.

- 4.02 The obligation of the Seller to complete this purchase and sale transaction shall be subject to the condition that, by 5:00 p.m. on the 30th day following the date of mutual acceptance of this Agreement, the Seller shall have obtained Presbytery Approval to this purchase and sale transaction, in its sole and unfettered discretion. Unless the Seller gives notice in writing to the Buyer within this time period that this condition has been satisfied, the Offer shall be null and void and the deposit shall be returned to the Buyer without interest or deduction. This condition is inserted for the sole benefit of the Seller and may be waived by it at any time by providing notice in writing to the Buyer within the time period stated herein.

#### **SELLER'S CAPACITY**

- 5.01 The Buyer acknowledges that the Church Trustees who comprise the Seller are executing this Agreement and all other documents relating to it in their capacities as Trustees appointed under the Trusts of Model Deed annexed as Schedule A to The United Church of Canada Act, S.O. 1925, chapter 125 (as amended) and not in their personal capacities and that such Trustees shall have no personal liability pursuant to this Agreement. In the event of default by the Seller, the Buyer's only recourse shall be limited to the assets held by the Seller as Trustees.

Buyer Initial:



Seller Initial:



**INSPECTIONS**

- 6.01 From and after the date of mutual acceptance of this Agreement to and including the Due Diligence Date, the Buyer and its agents and employees shall have access to the Property at times agreed to by the Seller, acting reasonably, subject to the rights of all current tenancies of the Property, and upon forty-eight (48) hours written request for access provided to the Seller, at the Buyer's sole risk and expense, for the purpose of making any of the Buyer's inspections (the "Inspections"). The Seller shall be entitled to have a representative present during any tests that may result in damage to the Property.
- 6.02 No invasive testing or sampling shall be permitted except with the prior written consent of the Seller, which consent may be unreasonably withheld.
- 6.03 The Buyer shall forthwith repair any damage to the Property arising from its access, inspections, testing or sampling at the Buyer's expense, and agrees to indemnify and hold the Seller harmless from and against any and all claims that may be suffered or incurred by the Seller arising from or in respect of the Buyer's access, inspections, testing or sampling. The Buyer's obligations of repair and indemnity as provided for herein shall survive any termination of this Agreement. The Deposit shall not be released to the Buyer until all such damage has been satisfactorily repaired or restored.

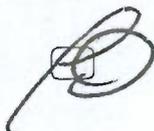
**COMPLETION DATE, REQUISITION DATE & TITLE**

- 7.01 The Completion Date ("Closing") of this Agreement shall be the 21<sup>st</sup> day following the waiver or satisfaction of the Seller's Condition. The Requisition Date shall be the 15<sup>th</sup> date prior to Closing. In the event that either day is not a Business Day, the date shall be sent to the next Business Day
- 7.02 On Closing, the Seller shall sell the Property to the Buyer with good and marketable title free and clear of all charges and encumbrances save for the encumbrances listed in Schedule "B" attached hereto and forming part of this Agreement (the "Permitted Encumbrances"). On Closing, title to the Property shall be subject to the Permitted Encumbrances.

**ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS**

- 8.01 The Seller will assign and the Buyer will assume as of Closing the service contracts and leases relating to or affecting the Property, provided that the Buyer shall have no obligation to assume those service contracts which have not been produced to it pursuant to Section 2.01. The Seller shall be responsible for the performance and payment of all of the Seller's obligations and covenants under such leases and contracts prior to the Completion Date. The Buyer shall assume and be responsible for the performance and payment of all the Seller's obligations and covenants in the leases and contracts which it assumes from and after the Completion Date.
- 8.02 From and after acceptance of this Agreement by both parties, the Seller shall not enter into or amend or vary any lease or contract with respect to the Property which may continue beyond the Completion Date, or consent to any extensions, renewals, sublets or assignments of any lease or contract which may result in the lease or contract continuing after the Completion Date without the prior written consent of the Buyer which approval may be given or withheld in the sole and absolute discretion of the Buyer.

Buyer Initial:



Seller Initial:



**AS-IS SALE**

9.01 The Buyer acknowledges and agrees that the Property is being sold on an "as is, where is" basis, that the Seller has not made, does not make and shall not be required to provide any warranty or representation with respect to the condition of the Property or the structures thereon, the location of any structures or fences, or any aspect thereof (environmental or otherwise, and including, without limitation, the structural elements, foundation, roof and appurtenances, the electrical, mechanical, plumbing and other systems and facilities on the Property), and that the Seller shall have no liability or obligation with respect to the value, state or condition of the Property, whatsoever. From and after Closing, the Buyer agrees that the Property shall be entirely at the risk of the Buyer and the Buyer shall assume any and all responsibilities and liabilities arising out of or in any way connected with any state, quality or condition in, on or of the Property existing as of Closing, whether known or unknown, and whether such responsibilities and liabilities are imposed by law, equity or any federal, provincial or municipal laws, rules or regulations or by any governmental authority. The Buyer covenants and agrees to release the Seller from each and every claim, cost, expense and liability whatsoever that the Buyer may howsoever suffer, sustain or incur in regard to any matters relating to the Property. The Buyer acknowledges that all or part of the Property has been used for church purposes and that the Seller makes no representation or warranty as to the fitness, potential uses, environmental condition or redevelopment potential of the Property. The Buyer is responsible for carrying out its own due diligence, searches, investigations and inspections in order to satisfy itself as to all matters concerning the condition of the Property. It is understood and agreed that this provision shall not expire with or be terminated or extinguished by the Closing of this transaction, and shall be conclusively deemed to have been made as at Closing with the same force and effect as though such had been made at that time, and the provisions of this section shall survive Closing.

**CLOSING DOCUMENTS**

- 10.01 On or before Closing, subject to the provisions of this Agreement, the Seller shall prepare and execute or cause to be executed and shall deliver or cause to be delivered to the Buyer the following:
- (a) An Assignment and Assumption agreement in respect of all service contracts relating to the Property which are being assumed by the Buyer (wherein the Seller agrees to be responsible for all matters occurring prior to Closing and the Buyer for all matters occurring thereafter and the Seller and the Buyer agree to indemnify each other in connection therewith);
  - (b) a registrable Transfer/Deed transferring the Property to the Buyer;
  - (c) statement of adjustments;
  - (d) an undertaking by the Seller to re-adjust the statement of adjustments;
  - (e) a certificate of the Seller confirming that it is not a non-resident pursuant to the provisions of the *Income Tax Act* (Canada);
  - (f) keys to the buildings to the extent in the Seller's possession or control;
  - (g) An Assignment and Assumption agreement in respect of all leases relating to the Property which are being assumed by the Buyer (wherein the Seller agrees to be responsible

Buyer Initial:



Seller Initial:



all matters occurring prior to Closing and the Buyer for all matters occurring thereafter and the Seller and the Buyer agree to indemnify each other in connection therewith);

(h) a bill of sale with respect to the chattels and fixtures;

(i) the original prints of all plans, surveys, as-built drawings, warranties, planning reports, inspection reports and environmental reports with respect to the Property that are in the Seller's possession or control;

*Arcadis dated Oct 13/17*

(j) a letter of reliance from all parties that provided the documentation referred to in item (i) above and an assignment of all of the Seller's ownership and entitlement of all such items;

*in (i) above*

(k) such other documents as the Buyer's solicitors may reasonably require to document the sale and purchase herein.

All documentation shall be in form and substance acceptable to the Buyer and the Seller each acting reasonably and in good faith, provided that none of such documents shall contain covenants, representations or warranties which are in addition to or more onerous upon either the Seller or the Buyer than those expressly set forth in this Agreement.

10.02 On or before Closing, subject to the provisions of this Agreement, the Buyer shall execute or cause to be executed and shall deliver or cause to be delivered to the Seller's solicitors the following:

(a) the Purchase Price, subject to adjustments;

(b) an undertaking by the Buyer to re-adjust the adjustments;

(c) an HST undertaking and indemnity (if applicable);

(d) An Assignment and Assumption agreement in respect of all service contracts relating to the Property which are being assumed by the Buyer (wherein the Seller agrees to be responsible for all matters occurring prior to Closing and the Buyer for all matters occurring thereafter and the Seller and the Buyer agree to indemnify each other in connection therewith);

(e) An Assignment and Assumption agreement in respect of all leases relating to the Property which are being assumed by the Buyer (wherein the Seller agrees to be responsible for all matters occurring prior to Closing and the Buyer for all matters occurring thereafter and the Seller and the Buyer agree to indemnify each other in connection therewith); and

(f) such other documents as the Seller's solicitors may reasonably require to document the sale and purchase herein.

All documentation shall be in form and substance acceptable to the Buyer and the Seller each acting reasonably and in good faith, provided that none of such documents shall contain covenants, representations or warranties which are in addition to or more onerous upon either the Seller or the Buyer than those expressly set forth in this Agreement.

*with written notice to the Seller by Dec. 8, 2017*

**ASSIGNMENT**

11.01 The Buyer shall have the right to assign all or any interest in this Agreement without the prior written consent of the Seller, as long as Peter Dais is Principal and office/director of company or newly formed company, such consent shall not be unreasonably and arbitrarily withheld.

Buyer Initial:

*[Handwritten initials]*

Seller Initial:

*[Handwritten initials]*

*[Handwritten initials]*

**NOTICES/ADDRESS FOR SERVICE**

12.01 All notices required under this Agreement shall be addressed as follows:

For the Buyer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

Demetrius Pantazis  
Unit 204, 1315 Lawrence Avenue East  
Toronto On M3A 3R3

Fax: \_\_\_\_\_ Fax: (416) 469-8136

Tel: \_\_\_\_\_ Tel: (416) 469-5355

Attn: \_\_\_\_\_ Email: dpantazis@on.aibn.com

For the Seller:

The Trustees of the Leaside Congregation of The United Church of Canada  
00 Mills & Mills LLP  
700-2 St. Clair Avenue West  
Toronto, Ontario, M4V 1L5

Fax: 416-863-3997

Tel: 416-682-7054

Attn: Patrick P. Shing

Where this Agreement requires or permits Notice to be delivered by one party to the other, such Notice shall be delivered, either personally or by pre-paid registered post or by facsimile transmission or by email by the party wishing to give such Notice or by the solicitor acting for such party, to the other party or to the solicitor acting for the other party at the address noted above. Such Notice shall be deemed to have been given, in the case of personal delivery, on the date of delivery, and where given by post, on the 4th Business Day following the posting thereof. In the event any Notice is delivered by facsimile transmission or by email, it shall have been deemed to be given on the date of the delivery of such email or confirmed transmission of such facsimile where sent not later than 5:00 p.m. on any Business Day and any Notice sent via email or facsimile transmission after 5:00 p.m. on any Business Day or sent on any day which is not a Business Day shall be deemed to have been given and received on the Business Day following the date of email delivery or facsimile confirmed transmission. In the event of a threatened or actual postal disruption in the postal office in the postal area through which such notice must be sent, notice shall be given personally, as aforesaid, or by means of facsimile transmission or email.

**BUSINESS DAY**

13.01 For the purpose of this Agreement, "Business Day" shall be defined as a day upon which the Land Registry Office for which the Property is registered is open.

**NO REGISTRATION OF NOTICE OF AGREEMENT**

14.01 The Buyer covenants and agrees not to register this Agreement or any notice of this Agreement against title to the Property.

Buyer Initial:



Seller Initial:



**EXECUTION IN COUNTERPARTS**

15.01 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. This Agreement, and any amendments thereto, may be executed and delivered by email or facsimile in accordance herewith which, when so executed and delivered, shall constitute a binding agreement.

**ELECTRONIC REGISTRATION**

16.01 Inasmuch as the electronic registration system (hereinafter referred to as the "Teraview Electronic Registration System" or "TERS") is operative in the Land Titles Office in which the Property is registered, the following provisions shall prevail, namely:

(i) The Buyer's solicitor and the Seller's solicitor shall each be obliged to be authorized TERS users and in good standing with the Law Society of Upper Canada, and are hereby authorized by the parties hereto to enter into a document registration agreement in the form adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on October 1, 2003 or any replacement thereof (hereinafter referred to as the "Document Registration Agreement" or "DRA"), establishing the procedures and timing for completing this transaction, which DRA shall be exchanged between the Seller's solicitor and the Buyer's solicitor before Closing;

(ii) The delivery and exchange of documents, monies, and keys if any, to the Property, and the release thereof to the Seller and the Buyer, as the case may be, shall not occur contemporaneously with the registration of the Electronic Documents; and shall be governed by the DRA, pursuant to which the solicitor receiving any documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the DRA;

(iii) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property may be delivered to the other party hereto or its solicitor by facsimile transmission (or by a similar system reproducing the original), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The party transmitting any such documents shall also deliver the originals of same to the recipient party or to its solicitor by courier sent on Closing, if same has been so requested by the recipient party or by its solicitor; and

(iv) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by either party (in this paragraph called the "Tendering Party") upon the other party (in this paragraph called the "Receiving Party") when the solicitor for the Tendering Party has: delivered all applicable Closing documents, keys and/or funds to the Receiving Party's solicitor in accordance with the provisions of this Agreement and the DRA; advised the solicitor for the Receiving Party, in writing, that the Tendering Party is ready, willing and able to complete the transaction in accordance

with the terms and provisions of this Agreement; and has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Tendering Party's solicitor without the cooperation or participation of the Receiving Party's solicitor, and specifically when the Tendering Party's solicitor has electronically "signed" the Electronic Documents for completeness and granted "access" to the Receiving Party's solicitor, without the necessity of personally attending upon the Receiving Party or the Receiving Party's solicitor with the

Buyer Initial:



Seller Initial:



aforementioned documents, keys if any, and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

**STATUTORY DISCLOSURE REQUIREMENTS**

17.01 The Buyer shall cooperate with the Listing and Co-operating Brokerages regarding such disclosures as may be required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and/or the Guidelines issued by the Financial Transaction and Reports Analysis Centre of Canada.

**INTERPRETATION**

18.01 In the event of a conflict between the provisions of this Schedule A and the provisions elsewhere in this Agreement, the provisions of this Schedule A shall prevail.

Buyer Initial:



Seller Initial:



Schedule "B"**LEGAL DESCRIPTION**

PT LT 6 PL 3614 EAST YORK; PT LT 7 PL 3614 EAST YORK; PT LT 8 PL 3614 EAST YORK; PT LT 9 PL 3614 EAST YORK; PT LT 9 PL 3837 EAST YORK AS IN EY89772, EY84732; LT 10 PL 3837 EAST YORK; LT 11 PL 3837 EAST YORK; TORONTO (E YORK), CITY OF TORONTO

PIN: 10377-0053 (LT)

**PERMITTED ENCUMBRANCES**

The Permitted Encumbrances shall include the following:

General

1. Each and every registered instrument listed on the Parcel Register and referenced in the legal description for the Property.
2. Any subsisting reservations, limitations, provisions and conditions contained in any original grants from the Crown of any land or interests therein.
3. Title defects or irregularities including any easements or rights of way in favour of any federal, provincial, municipal or other governmental bodies or regulatory authorities, any private or public utility, any railway company or any adjoining owner.
4. All applicable laws, including municipal, provincial or federal statutes, by laws, regulations or ordinances including any charge, trust, priority or preference given to or in favour of the Crown, Crown agents or municipalities pursuant thereto.
5. Encumbrances for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with a property that have accrued but are not yet due and owing or, if due and owing, are adjusted for on closing.
6. Any lien for a claim for which although registered or of which notice has been given, relates solely to work done by or on behalf of a tenant under the leases if and so long as the Seller has not assumed or otherwise become liable for the payment of such work and the claimant is not pursuing such tenant lien against the property or the Seller.
7. Leases at the property, notices thereof, leasehold charges and ancillary documents relating to the leases.
8. Any easement, right-of-way, watercourse, right-of-water or other unregistered interest or claim not disclosed by registered title in respect of the provision of utilities to the property which either individually or in the aggregate do not and will not impair the value, use or marketability of the property.
9. Zoning, land use and building restrictions, by-laws, regulations and ordinances, including subdivision agreements, site plan control agreements, development agreements, heritage easements and agreements relating thereto, servicing agreements, utility agreements, permits, licenses, airport

Buyer Initial:



Seller Initial:



zoning regulations and other similar agreements with federal, provincial, municipal or other governmental bodies or regulatory authorities or private or public utilities affecting the development or use of the property.

10. The rights reserved to or vested in any municipality, governmental or other public authority by statutory provisions including, without limitation, the right to acquire portions of the lands for road widening or interchange construction, and the right to complete or remedy improvements, landscaping or deficiencies in any pedestrian walkways or traffic control or monitoring.
11. Restrictive covenants, exclusivity provisions, and other similar land use control agreements.
12. Minor encroachments by the property over neighbouring lands and/or permitted under agreements with neighbouring landowners and minor encroachments over the Property by improvements of neighbouring landowners and/or permitted under agreements with neighbouring landowners.
13. Security given to a public utility or any governmental authority when required by the operations of a property in the ordinary course of business.
14. Any statutory liens, charges, adverse claims, prior claims, security interests, deemed trusts or other encumbrances of any nature whatsoever which are not registered on the title to a property and of which the Seller does not have notice, claimed or held by Her Majesty the Queen in Right of Canada, or by any other governmental authority under or pursuant to any applicable laws.

Buyer Initial: Seller Initial: 

SCHEDULE C

**SURVEYOR'S REAL PROPERTY REPORT**  
**PART 1**  
**PLAN OF**  
**LOTS 7 & 8 and PART OF LOTS 6 & 9**  
**REGISTERED PLAN 3614 and**  
**LOTS 10 & 11 and PART OF LOT 9**  
**REGISTERED PLAN 3837**  
**CITY OF TORONTO**  
**(FORMERLY CITY OF SCARBOROUGH)**

© STOJANOVIC LAND SURVEYING  
SCALE 1 : 200

THIS REPORT WAS PREPARED FOR  
Presteign-Woodbine United Church  
AND THE UNDERSIGNED ACCEPTS NO  
RESPONSIBILITY FOR USE BY OTHER  
PARTIES

**NOTES**

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE  
NORTH LIMIT OF PARKVIEW HILL CRESCENT AS SHOWN ON  
REGISTERED PLAN 3614 HAVING A BEARING OF N79°0'00"W

Survey Monuments Found shown thus

- S.S.I.B. - denotes Short Standard Iron Bars
- S.I.B. - denotes Standard Iron Bars
- I.B. - denotes Iron Bars
- I.P. - denotes Iron Pipes
- O/U - denotes Origin Unknown
- PIN - denotes Property Identifier Number
- DIAM - denotes Instrument No. NY 88436
- BA1 - denotes PLAN 85-819
- PLAN - denotes Registered plan 3837
- RPI - denotes Registered plan 3614
- P1 - denotes Plan of Survey by C. E. Reuben  
O.L.S. dated May 13, 1950
- P2 - denotes Plan of Survey by Ertl Surveyors  
O.L.S. dated December 18, 2013
- P3 - denotes Plan of Survey by McStimming and Paul  
surveying Ltd. O.L.S. dated June 27, 2011
- P4 - denotes Plan of Survey by H.C. Sorensen & CO  
O.L.S. dated November 13, 1953
- P5 - denotes Plan of Survey by C. E. Reuben  
O.L.S. dated June 21, 1950

**SURVEYOR'S CERTIFICATE**

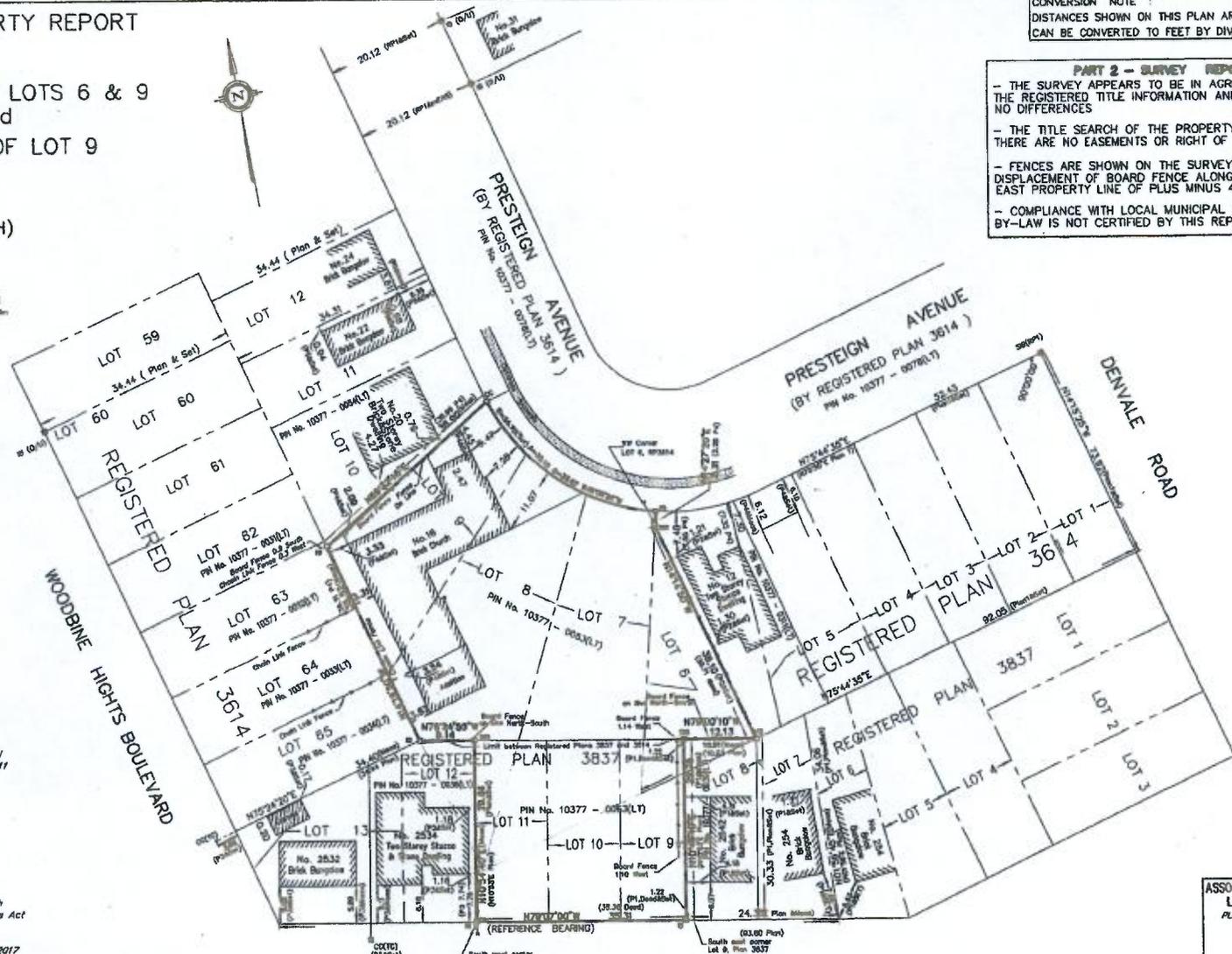
- I CERTIFY THAT
- 1) This survey and plan are correct and in accordance with the Surveys Act, the Surveyors Act and the Land Titles Act and the regulations made under them.
  - 2) The survey was completed on the 28th day of August, 2017

October 5, 2017

Date Steve Stojanovic  
Ontario Land Surveyor

**STOJANOVIC LAND SURVEYING**  
ONTARIO LAND SURVEYOR  
2953 BATHURST STREET, UNIT 103  
TORONTO, ONTARIO M6B 3B2  
PHONE (416) 781-4991  
FAX (416) 781-0324

THIS REPORT WAS PREPARED FOR  
Presteign-Woodbine United Church  
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PARTIES



CONVERSION NOTE :  
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND  
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**PART 2 - SURVEY REPORT**  
- THE SURVEY APPEARS TO BE IN AGREEMENT WITH  
THE REGISTERED TITLE INFORMATION AND THERE ARE  
NO DIFFERENCES  
- THE TITLE SEARCH OF THE PROPERTY REVELED  
THERE ARE NO EASEMENTS OR RIGHT OF WAY PRESENT  
- FENCES ARE SHOWN ON THE SURVEY. NOTE  
DISPLACEMENT OF BOARD FENCE ALONG THE SOUTH  
EAST PROPERTY LINE OF PLUS MINUS 4 FEET  
- COMPLIANCE WITH LOCAL MUNICIPAL ZONING  
BY-LAW IS NOT CERTIFIED BY THIS REPORT.

(KNOWN AS) ST. CLAIR AVENUE EAST  
PARKVIEW HILL CRESCENT - BY REGISTERED PLAN 3837  
PIN No. 10377 - 0037(L1)

ASSOCIATION OF ONTARIO  
LAND SURVEYORS  
PLAN SURVEYOR FORM  
1926374

THIS PLAN IS NOT VALID  
UNLESS IT IS AN GUBBERED  
ORIGINAL COPY  
ISSUED BY THE SURVEYOR  
in accordance with  
Regulation 1026, Section 29(3)

FILE N° B - 14 - 01F

*AS. JA*



# Registrant's Disclosure of Interest Acquisition of Property



## Form 160

for use in the Province of Ontario

This statement is made in accordance with the requirements of the Real Estate and Business Brokers Act and Code of Ethics Regulations of the Province of Ontario.

PETER DAIS declare that I am a registered  
(Name of Registrant)

Real Estate Salesperson representing RIGHT AT HOME REALTY INC.  
(Brokerage/Broker/Salesperson) (Name of Brokerage)

in connection with a proposed Offer to Purchase/Lease/Exchange/Option your Property known as 16 PRESTEIGN AVE

Toronto M4B 3A8

Please be advised that, if the proposed Offer is accepted, I will be either directly or indirectly acquiring an interest in your Property.

NOTE: If the Registrant's interest is indirect, explain the nature of the interest in accordance with the definition of a "Related Person", as defined in the Code of Ethics Regulations of the Real Estate and Business Brokers Act.

EXPLANATION: Registrant is a licensed realtor

I hereby declare that the following is a full disclosure of all facts within my knowledge that affect or will affect the value of your Property:

(Attach Appendix "A" if necessary)

AND

I hereby declare that the following is a full disclosure of the particulars of any agreement by, or on behalf of myself for the sale, exchange, option or other disposition of any interest in your Property to any other person:

(Attach Appendix "B" if necessary)

I will not be receiving a portion of any commission payable in connection with this transaction.  
(will/will not)

For the purposes of this Registrant's Statement as Buyer, "Buyer" includes purchaser, tenant and lessee, and "Seller" includes vendor, landlord and lessor.

(Signature of Registrant who is making the Declaration) PETER DAIS DATE Nov. 10, 2017

(Signature of Broker of Record/Manager of Brokerage) \_\_\_\_\_ DATE \_\_\_\_\_

### ACKNOWLEDGEMENT

I/We, the undersigned, as Seller(s) in this transaction have read and clearly understand this statement and acknowledge this date having received a copy of same, PRIOR TO BEING PRESENTED WITH AN OFFER TO PURCHASE, LEASE, EXCHANGE, OR OPTION.

(Witness) [Signature] (Seller) \_\_\_\_\_ DATE \_\_\_\_\_

(Witness) [Signature] (Seller) [Signature] DATE 15 Nov 2017  
TRUSTEE#

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# Confirmation of Co-operation and Representation



**BUYER:** Level 2 Developments Inc., in trust

**SELLER:** The Trustees Of The Leaside Congregation Of The United Church Of Canada

For the transaction on the property known as: 16 Presteign Ave Toronto ON

**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

**DECLARATION OF INSURANCE:** The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

### 1. LISTING BROKERAGE

- a)  The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
  - 1)  The Listing Brokerage is not representing or providing Customer Service to the Buyer. (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
  - 2)  The Listing Brokerage is providing Customer Service to the Buyer.
- b)  **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
  - That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
  - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
  - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
  - The price the Buyer should offer or the price the Seller should accept;
  - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

### 2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- The Brokerage (does/does not) represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
  - by the Seller in accordance with a Seller Customer Service Agreement
  - or  by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

  
BUYER

  
CO-OPERATING/BUYER BROKERAGE

  
SELLER

  
LISTING BROKERAGE

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**3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.**

**CO-OPERATING BROKERAGE- REPRESENTATION:**

- a)  The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b)  The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c)  The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

**CO-OPERATING BROKERAGE- COMMISSION:**

- a)  The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property  
to be paid from the amount paid by the Seller to the Listing Brokerage.  
(Commission As Indicated in MLS® information)
- b)  The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g. The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

**SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)**

(Name of Co-operating/Buyer Brokerage)

Tel:

Fax:

Date:

(Authorized to bind the Co-operating/Buyer Brokerage)

(Print Name of Broker/Salesperson Representative of the Brokerage)

**CBRE LIMITED**

(Name of Listing Brokerage)

2005 Sheppard Ave. E., #800 Toronto, ON

Tel: (416) 494 0600

Fax: (416) 494 6435

Date: Nov 13/17

(Authorized to bind the Listing Brokerage)

**Adrian Lee**

(Print Name of Broker/Salesperson Representative of the Brokerage)

**CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)**

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS

SELLER'S INITIALS

**ACKNOWLEDGEMENT**

have received, read, and understand the above information

(Signature of Buyer)

Date:

NOV. 13/17

(Signature of Seller)

Date:

15 Nov 2017

(Signature of Buyer)

Date:

(Signature of Seller)

Date:

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**Toronto Southeast Presbytery  
Joint Meeting of  
Pastoral Relations and Ministry Support Team and Congregational Health Team  
Minutes of the Meeting held on December 6, 2017 at 6:30 p.m.  
following 6 p.m. pot luck supper**

**Chair:** Diane Bennett-Jones

**Note taker:** Beth Moore

**Present - PRMS:** Larry Beech, Diane Bennett-Jones, Anne Hepburn, Warren McDougall,  
Beth Moore, Edith-Ann Shantz

**Regrets:** Beverley Bennett

**Present – CH:** Anne Hepburn, Joan McCalmont, Susanne VanderLugt

**Regrets:** Michael Cottrell, Margaret Walker

**Staff:** Anne Shirley Sutherland, Ian Manson

**1. Call to Order**

Diane Bennett-Jones called the meeting to order at 6:30 pm and opened the meeting with prayer. The agenda was reviewed and accepted.

**2. Fresh Start**

Ian Manson and Anne Shirley Sutherland advised that a program developed by The Episcopal Church in the USA to assist new pastoral relationships to get off to a good start was being promoted to United Churches by the General Council Office through its MEPS division. The program includes 22 modules, each consisting of a three hour session led by a trained facilitator that can be adapted and modified to suit a congregation's specific situation. A list of the module topics was distributed. Ian and Anne Shirley have attended a training program and the plan is to train Conference staff to act as facilitators so that the program can be offered to congregations in Toronto Conference. Staff are considering how best to use these resources. While they would ideally be used at the beginning of a pastoral relationship, they could also be used to address specific issues arising in an ongoing pastoral relationship. It was agreed that the Teams should have further discussions about whether we want to encourage congregations to use the modules and, if so, how the leadership by trained facilitators can best be offered.

**3. Review of Grid**

Ian Manson noted that the pastoral relations workload of Anne Shirley Sutherland has been very heavy recently due to problems in some pastoral relationships. Some concerns were discussed.

**4. Exit Interviews**

- a) Paul Hutchison – St. Mark's United Church – moving to Eglinton St. George's UC on February 1, 2018. Larry Beech agreed to conduct this interview with Marg Walker, assuming that she is willing to undertake this task.
- b) Hoon Kim – St. Luke's United Church – retiring June 30, 2018. Warren McDougall agreed to conduct this interview with a member of the Congregational Health Team. Anne Shirley Sutherland agreed to send out a template for exit interviews to members of both Teams.

- c) Robin Wardlaw – Glen Rhodes United Church – retiring Dec. 31, 2017 (high priority). Warren McDougall agreed to conduct this interview with a member of the Congregational Health Team. He expressed his willingness to undertake future exit interviews for the PRMS Team when required.
- d) Abigail Johnson – Eglinton St. George’s United Church – retiring January 31, 2018. Diane Bennett-Jones agreed to contact Abigail to ask if she would participate in an exit interview to assist the PRMST and CHT in our work since she had previously advised that she felt that an exit interview would be unnecessary since she is not expecting to take on another intentional interim ministry position.

#### 5. **Connecting Congregations**

Ian Manson noted that he and the Congregational Health Team had begun discussing how the Presbytery can best help congregations to make connections with each other and prepare for the future. He advised that he would like to organize gatherings and conversations for groups of congregations. He circulated a list entitled “Initial Ideals for 2018 Workshops – Toronto Southeast Presbytery” and asked the Teams for feedback.

#### 6. **Congregational Health Team Business**

It was agreed to defer approval of the minutes of the previous meeting to the next Team meeting when the other Team members could be present.

Anne Hepburn reported that she had visited Knob Hill United Church. She noted that the congregation is financially dependent on the daycare/nursery school that rents their building but that there seemed to be a lot of energy in the congregation.

The Teams were advised that reminders were being sent to congregations which have not yet submitted their votes on Remit #6 (One Order of Ministry). Responses are due by the end of February, 2018. It was noted that the Presbytery had voted No to this Remit by a wide margin at its September, 2017 meeting.

#### 7. **Pastoral Relations and Ministry Support Team Business**

##### a) **Minutes of PRMST Meeting of November 1, 2017**

**MOTION:** Beth Moore/Larry Beech. Moved that the minutes of the November 1, 2017 meeting of the Pastoral Relations and Ministry Support Team be approved.

**CARRIED.**

##### b) **Business Arising from the Minutes**

Anne Shirley Sutherland reported that she was still working with Beach United Church to finalize the Lead Minister position description.

##### c) **Tamil United Church Mission Position Description**

The Position Description for a 30 hour per week position was reviewed. It was noted that while the Mission has not started work on its MAP Report, Ron Ewart was working with the congregation around financial sustainability issues and had developed a good relationship with the congregation. It was noted that financial support for the position may be available from the Presbytery New Ministry Fund.

**MOTION:** Beth Moore/Warren McDougall. Moved that the position description for the Tamil UC Mission be approved.

**CARRIED.**

d) **Eglinton St. George's United Church Position Description**

The position description for the Next Generation and Growth Minister Position was reviewed.

**MOTION:** Warren McDougall/Edith-Ann Shantz. Moved that the position description for Eglinton St. George's Next Generation and Growth Minister be approved.

**CARRIED.**

e) **PRMST Budget for 2018**

A narrative budget proposal for 2018 was reviewed. The budget proposal included funding in the amount of \$7,000.00 for a new program being developed by Dale Hildebrand and Rev. Christine Smaller called "Conversation Spaces for Ministry Personnel". The purpose of the initiative is to provide opportunities for ministry personnel to engage in conversations and attend a retreat with the aim of decreasing the isolation many Ministers feel by building trust, sharing and building skills and offering support to each other. It was noted that funding sources other than the Presbytery budget would likely be needed to fund the full cost of the proposal.

**MOTION:** Warren McDougall/Beth Moore. Moved that a budget of \$4,800.00 be requested by the PRMST for 2018, including \$1,000.00 for the chaplaincy program, \$1,800.00 for the retiree program and \$2,000.00 for the Conversation Spaces for Ministry Proposal and that the PRMST express its support for the Conversation Spaces for Ministry Proposal but suggest to the proponents of the proposal that the balance of the required funds be requested from PTCC or the new Presbytery Leadership Development Fund.

**CARRIED.**

A question was raised as to whether the retiree programs organized by Allan Baker and Nancy Hardy should be opened to include retirees other than ministry personnel. Concerns were expressed about the potential number of retirees this could entail. It was agreed that Allan and Nancy should be asked to define the parameters they are considering and gather feedback from current participants about their wishes.

f) **Tamil United Church Mission – Pastoral Charge Supervisor**

**MOTION:** Beth Moore/Warren McDougall. Moved that Ron Ewart be appointed as the Pastoral Charge Supervisor of the Tamil United Church Mission.

**CARRIED.**

**g) East End Ministry – Position Description (TC 425 PD)**

A position description for a three month supply appointment commencing January 1, 2018 was reviewed. It was noted that in addition to Robin Wardlaw retiring from Glen Rhodes UC at the end of the year, Sarah Miller would be on leave from Eastminster UC for a period of time so the appointment was necessary to provide ministry for Cosburn United Church and support for the other two churches during Sarah’s absence.

**MOTION:** Larry Beech/Edith-Ann Shantz. Moved that the East End position description for a 3 month supply commencing January 1, 2018 be approved.

**CARRIED.**

**h) Next Meeting – PRMST**

It was agreed that the next PRMST meeting would be held by conference call at 6 pm on Wednesday, January 10, 2018.

**8. Adjournment**

There being no further business, at 8:10 pm the Chair declared the meeting adjourned.

\_\_\_\_\_  
Diane Bennett-Jones, Chair

\_\_\_\_\_  
Beth Moore, Secretary

**Finance and Property Team Minutes  
Monday, December 11, 2017 – 4 pm  
Toronto Southeast Presbytery Office**

**Present:** Nick Walker (Chair), Fred Angus (Secretary), Joan Chinnery, Clyde Harris, Johmann Kwong, Alan Morson, Aubrey Peterson, David Phillips, Randy Stroud, Wayne White.

**Regrets:** Anne Shirley Sutherland (Staff Support).

**Call to Order and Devotion:** The Chair, recognizing that there was a quorum, called the meeting to order and asked David Phillips to lead us in a devotion. David's message was drawn from his interest in the holy isle of Iona, often referred to as the birthplace of Christianity in Scotland. A monastery was founded there by St. Columba in AD 563. It was the centre of the life of the Irish Church and it was from there that missionaries were sent to northern Britain to convert people to Christianity. Iona Abbey is one of the oldest Christian religious centres in Western Europe. Most recently the home to the Iona Community, an ecumenical Christian religious order, it is often referred to by religious scholars as a "thin place". David recalled that Leaside's supply minister, Rev. Warren McDougall, recently returned from a three-month sabbatical at Iona.

David read an extract from J. Phillip Newell's book, *Listening for the Heartbeat of God*, a text about Celtic spirituality emphasizing the goodness of creation and of humanity made in the image of God. David chose a passage from the letters of a Celtic monk, Pelagius. This letter about God being present in all that has life is possibly Pelagius' most famous quoted work:

"Look at the animals roaming the forest: God's spirit dwells within them. Look at the birds flying across the sky: God's spirit dwells within them. Look at the tiny insects crawling in the grass: God's spirit dwells within them. Look at ....."

David concluded his devotion with a prayer from Peter Millar's publication, *Prayer from An Iona Prayer Book*.

1. **Agenda:** The Chair asked if there were any additions to the agenda as circulated and seeing none, recognized that there was consensus to proceed.

2. **Approval of Minutes – November 13, 2017 and November 28, 2017 Teleconference:**

**November 13, 2017** - The Chair asked if there were any corrections to the November 13, 2017 minutes as circulated and seeing none, requested a motion to approve.

**MOTION:** Fred Angus / Joan Chinnery to approve the Finance & Property minutes of November 13, 2017.

**CARRIED.**

**November 28, 2017** - Joan Chinnery requested that the Secretary correct the circulated November 28<sup>th</sup> minutes for the dates of future meetings. The Chair asked if there were any other corrections and seeing none, requested a motion to approve.

**MOTION:** Fred Angus / Aubrey Peterson to approve the Finance & Property minutes of November 28, 2017 as corrected.

**CARRIED.**

3. **Correspondence:**

- i. **Letter from TUCC dated Nov. 30, 2017:** St. Enoch's Fund distribution for 2018 - \$9,502 (circulated). Presbytery Treasurer, Clyde Harris, responded to a question about who can

recommend who should receive grant funds - this is the purview of the TSP Mission and Outreach Team. Clyde reminded members that proceeds from the St. Enoch's Fund is designated for distribution to Toronto downtown inner-city projects.

- ii. **Manse Fund, Policy 2017-002:**- Letter dated Nov. 30, 2017 to Communities of Faith with Manse Funds and Manses re: new policy (circulated). Received for information.

#### 4. Treasurer's Report:

- i. **Presbytery Financial Statement – 2017 to November 30:** - Clyde Harris had no report to present because he was waiting for submissions from Toronto Conference to complete the month-end.
- ii. **Presbytery Assessments to November 30, 2017:** When two congregations amalgamate, the surviving pastoral charge is responsible for paying the balance of the unpaid assessment of the former pastoral charge that ceases to exist upon amalgamation. Clyde reported that two pastoral charges, Northlea U C and Jubilee U C, are in this position and reminder letters have been sent to effect collection.
- iii. **2018 Presbytery Budget:** Clyde Harris submitted a report to be received for information only. Clyde explained that figures are preliminary and a more detailed report would follow.
- iv. **Remit 1, Presbytery and Conference Transition Checklist – Financial, November 2017 & other financial matters.** (2 items circulated). The remit 1 document was received for general discussion and is considered to be a preliminary document to provoke discussion. Comments were general in nature. The second document, a spreadsheet listing the PTCC Annual Net Revenue Grant Accounts Held for Presbyteries as of November 29, 2017, was also received for information only.

#### 5. Business Arising from the Minutes:

- i. **Toronto Southeast Presbytery Major Capital Fund Updates:**
  - a. **Executive Practice 2017-001 (draft):** The Chair drew the Team's attention to the correspondence received from Ron Ewart, Executive Director of Toronto United Church Council (TUCC) and TUCC's comments about the practice. Nick Walker asked if there were additional comments and questions were posed:
    - Should there be a reporting mechanism outlined in the document?
    - Why is there a restriction about the Communities of Faith, (Item 6 (a))?
    - Could the fund become an orphan if underutilized?
 Executive Practice 2017-001 (draft) will be presented to Executive for consideration December 12, 2017.
  - b. **Toronto Southeast Presbytery Major Capital Fund Gift Draft Agreement with TUCC:** This document was circulated to the team for information. The Chair indicated that comments from the Team would be solicited and suggested that a Finance and Property meeting with representatives from Toronto United Church Council would be appropriate.
- v. **Glen Ayr & Iondale UC transportation Funds –** The Chair reported that the final report with recommendations was approved by Presbytery Executive November 14, 2017. Executive will take implementation actions with Toronto United Church Council and Toronto Conference as required under the 2014 agreement signed by all parties.

#### 6. Updates on Communities of Faith or Property Matters:

- i. **St. John's United Church / Jubilee United Church:** The Chair reported that the sale of the former St. John's U C property at 2 Norbert Road, Scarborough, closed December 5, 2017, (original closing date was December 1, 2017).
- ii. **Jubilee United Church; - November 24, 2017 correspondence:** A copy of the letter from Rev. Norm Seli objecting to the imposition of TSE Presbytery Policy 2017-001 on the sale of St. John's U C was circulated to the Team for information only – no action by the Team is required. This letter is on the agenda for Executive meeting December 12, 2017.
- iii. **Presteign-Woodbine United Church / Leaside United Church –** The Agreement of Purchase and Sale of the former Presteign-Woodbine U C property at 16 Presteign Avenue, Toronto, was approved by the Finance and Property Team November 28, 2017. It is expected that the sale will close December 20, 2017.
- iv. **Victoria Park United Church –** update on Congregational meeting to vote on closing: Twenty-nine members of the congregation met Sunday, December 10, 2017, and voted to close Sunday, April 15<sup>th</sup> 2018, the 65<sup>th</sup> Anniversary of its formation. The decision to close will be brought to Executive at its meeting December 12, 2017.
- v. **Church of The Master -** Discussion on holding the Property: Remedial costs for roof, eaves troughs and downspouts estimated at \$357,000. Team members commented:
  - Does Toronto Southeast Presbytery (TSP) want the property to be retained? If not, should TSP send a signal to Toronto Conference?
  - Should renovation costs be shared between courts / stakeholders?
- vi. **Hope United Church:** Application for a \$1,500 Technology Grant from the United Church of Canada. Team member Fred Angus commented that he had reviewed the documents previously circulated and found them inaccurate and incomplete and had asked Brian Stevens, the worship leader at Hope U C, for clarification. Fred received updated documents from Brian today and provided the Team with copies. The Chair asked if there was any reason why the revised application should not be recommended to Executive for approval and hearing none, asked for a motion.

**MOTION:** Wayne White / David Phillips that the Hope United Church's submission for a United Church of Canada Application for Technology Support Grant in the amount of \$1,500 be recommended to Executive for approval.

**CARRIED**

7. **Other Business:** - None.

8. **Adjournment** - There being no further business, the Chair declared the meeting be adjourned and closed with a benediction.

---

Nick Walker  
Chair

---

Fred Angus  
Secretary

**Next Meetings:**

**Monday, January 8, 2018**

**4:00 pm to 6:30 pm**

**Devotion: Wayne White**

**Monday, February 12, 2018**

**4:00 pm to 6:30 pm**

**Devotion – Joan Chinnery**

**Monday, March 12, 2018**

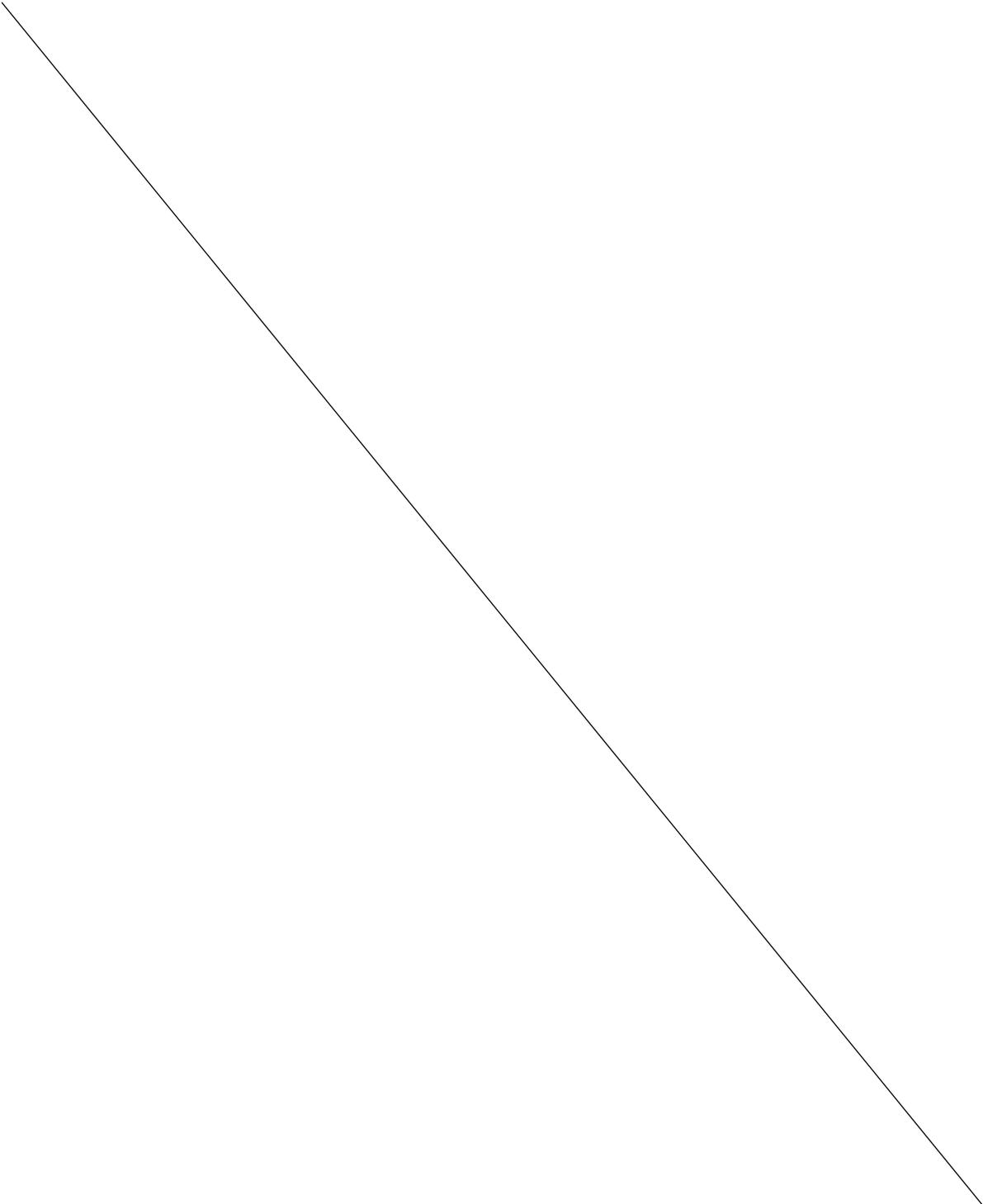
**4:00 pm to 6:30 pm**

**Devotion – volunteer required**

**Monday, April 9, 2018**

**4:00 pm to 6:30 pm**

**Devotion – volunteer required**



**The Vision of Toronto Southeast Presbytery is  
to enable and support good, faithful and healthy communities of faith  
within our member Pastoral Charges  
and to provide opportunities for cross-congregational initiatives  
where individuals from Congregations with shared calls to specific ministries may work together.**

**Toronto Conference  
Toronto Southeast Presbytery  
Minutes of the Executive Meeting**

**Date:** December 12, 2017

**Time:** 4:00 pm – 6:00 pm

**Place:** Apps Room, 963 Pharmacy Avenue, Scarborough, Ontario.

**Present:**

**Executive Members:** Paul Hutchison (Chair), Randy Naylor (Nominating), Sharon Aylsworth (Member-at-Large), Clyde Harris (Treasurer), Lynella Reid-James (Member-at-large), Martha ter Kuile (Past-Chair), Marg Walker (Secretary)

**Regrets:** Hannah Lee (Member-at-Large)

**Staff:** Ian Manson, Anne Shirley Sutherland

Quorum was achieved.

**Opening, Acknowledgement of the Land, Constitution of the Court and Opening Prayer**

Paul called the meeting to order at 4:00 pm. Paul related the story of Lucy & Grandma .....

Paul gave the acknowledgement to the land, constituted the Court and then offered a prayer.

**Agenda Review**

The agenda was reviewed.

**Report from Staff**

Ian said that he is enjoying his new role. He has been visiting congregations on Sunday mornings and has received positive responses. The following initiatives will be developed for the coming year.

1. Gather people to share best practices about Lent, Stewardship, Communication, Music.
2. Offer workshops to introduce clergy & lay leaders to some practical tools to help understand their contexts, clarify their mission and plant seeds for new initiatives.
3. Facilitate intentional conversations with selected congregations about moving forward.
4. Facilitate the Alan Roxburgh "Currents Program" with interested congregations.
5. Offer support to specific churches who request help.
6. Initiate new communication avenues, including "Mission Possible" bulletins.
7. Develop strategies and opportunities for workshops based on the United Church's "Fresh Start" program for clergy and lay leaders. Anne Shirley, Ian and Dale have received the training.
8. Support the creation of successful new ministries by helping develop plans for a possible "Transitional and Entrepreneurial Training Program" with TUCC & Emanuel College.

Executive members had questions about the program which is ambitious and will offer support to those congregations, clergy and lay leaders who take advantage of the opportunities. There may be some congregations who develop closer connections during the process. Paul thanked Ian for his work.

**Follow up**

In order that the Major Capital Fund, to be called by TUCC the "Toronto Southeast Fund", can be initiated with at least a \$10,000 deposit, the following actions will be taken.

The Secretary will contact Toronto Conference and Toronto United Church Council with the Executive's November 2017 decision and get all party concurrence with the transfer of the "net Transportation funds" to the new TSE Fund.

The secretary will ask Finance and Property to discuss and settle an amount for the future with Knox UC from the Glen Ayr Fund.

The secretary will write to the four (4) Scarborough communities of faith, Knob Hill, St. Mark's, Jubilee and Knox, indicating the "new rules" pertaining to the Transportation Funds that they hold.

The secretary will give direction to TUCC that after all agreements have been received in the process of winding down the Transportation Funds, that Knox UC is satisfied through TUCC issuing a cheque to Knox, and that Presbytery approval and signing of the TUCC Gift Agreement has been achieved, that the transfer of initial funding to the TSE Fund can take place using the net proceeds in the two Transportation Funds.

**Review of Major Capital Fund Operating Principles**

Drafts of the TSP Practise 2017-001-EP - Major Capital Fund -Operating Principles (Draft Nov. 13, 2017) and the TUCC draft agreement re: TSP Capital fund were received for information.

Finance and Property will review the draft agreement with TUCC and make changes to the Operating Principles Document before bringing to executive for approval.

**Hope UC – Technology Innovation Grant Application**

Hope United Church is submitting an application for a Technology Innovation Grant. Finance and Property reviewed the application and recommend that the Executive approve the application.

**MOTION:** Clyde Harris / Marg Walker That the Executive of Toronto Southeast Presbytery, on the recommendation of the Finance and Property Team, approve the grant application of Hope United Church for a Technology Innovation Grant and forward the application to Toronto Conference.

**CARRIED.**

**Victoria Park**

The executive received the minutes of a congregational meeting at Victoria Park on December 10, 2017. The congregation voted unanimously to close on April 15, 2017. Finance and Property forwarded several recommendations to the executive. A Presbytery Consultative Task group will be set up to meet with representatives of VPUC. It is hoped that a report may be ready for the Executive meeting on January 9, 2018.

**MOTION:** Sharon Aylsworth / Lynella Reid-James that the executive request Anne Shirley to establish a Presbytery Consultative Task Groups (PCTG) to work with Victoria Park United Church during its transition.

**CARRIED.**

**Jubilee Distribution of Assets**

A letter from Norm Seli, Jubilee United Church was received expressing concern about how TSE Policy 2017-001 is to be applied to Jubilee United Church and the assets from the sale of the former St. John's United Church property.

After discussion, the executive determined that the policy was in discussion prior to the April 30, 2017 Covenant Agreement Jubilee United Church and St. John's United Church. There were opportunities for Jubilee to respond to letters from Paul Hutchison, dated April 21 and July 10.

The executive also determined that the policy is in effect. Paul and a member of Finance and Property will meet with Norm and others at Jubilee.

**Finance Treasurer's report**

There was no financial report. Clyde noted that 2018 assessment information has been sent to congregations.

Clyde distributed a preliminary budget. There was some discussion and suggestions offered.

**Transitions Checklists**

The executive has received several documents regarding both financial and non-financial information and checklists. It was suggested that the executive take time at executive meetings to discuss the information received. Paul asked the executive to review and respond with track changes in a Drop Box file to the non-financial items before the next meeting.

**Nominations report Randy**

The executive received a request from Education and Students to appoint Lorrie Daly-Price as a Toronto Southeast Presbytery member of the Conference Interview Committee to replace Paul Stott.

Motion: Randy Naylor / Lynella Reid-James that, at the request of Education and Students, Lorrie Daly-Price be appointed to the Toronto Conference Interview Committee to replace Paul Stott.  
**CARRIED.**

**Correspondence**

Paul reviewed the correspondence.

	Date		
1.	Nov 15, 2017	Shelburne PC re: Gretta Vosper	Paul will respond
2.	Nov 17, 2017	Jody Maltby: TC Exec decision to allow Alpha Korean UC to remain in TSP	The secretary will send a letter to Alpha Korean
3.	Nov 20, 2017 & Nov 22, 2017	Alison Jordan via Jody Maltby: 27 PC in TSP have not submitted Remit 6 votes	Secretary to send reminder letters to the 27 pastoral charges.
4.	Nov 22, 2017	Louise Lawrie, West Hill Presbytery rep re: Nov 20 Shelburne letter	See notes below
5.	Nov 29, 2017	David Allen transition check list – financial	FYI
6.	Nov 29, 2017	David Allen transition check list – non-financial	FYI
7.	Nov 29, 2017	PTCC re: Grant Approvals	FYI
8.	Nov 30, 2017	Correspondence to CoF with manses or Manse funds re: revised Manse Fund Policy	FYI
9.	Nov 30, 2017	Correspondence to CoF receiving PTCC grants & responses with thanks from Lawrence Park, College St. Knox and the Tamil UC Mission	FYI
10.	Nov 30, 2017	NMDLF attachment from Bryan Ransom – grants	FYI
11.	Nov 30, 2017	NMDLF grants approved by PTCC	FYI
12.	Dec 1, 2017	Invitation to June 15 – 17, 2018 consultation: Local assets will continue to be used locally	Exec will consider who could / should represent presbytery
13.	Dec 1, 2017	email FW Correspondence from Alan Hall to Rev. M. McFarlane	FYI

14.	Dec 4, 2017	Folder: Statistics: 4 files	FYI
15.	Dec 5, 2017	Email from Andrew Atchison – request to talk at presbytery and to highlight the March 3 event	secretary to respond that can have 5 minutes in January.
16.	Dec 1, 2017	Email from Jody Maltby re meeting on February 7, 2018 from 10 a.m. – 3 p.m., for exec members of the presbyteries	Exec members made a note of the date

Discussion / Actions from correspondence:

1. Email from Louise Lawry, Shelburne letter and email from Alan Hall to Rev. McFarlane. We have been criticized for not sharing the letter with the plenary and also for not allowing conversation at plenary.

The Colloquium was held on November 2, 2017 at College Street United Church. Chris Levan provided a report at the November 21, 2017 plenary meeting which is included in the minutes of the meeting.

2. Remit 6 reminder emails will be sent Birchcliff Bluffs, Bloor Street, College Street, Cosburn, Deer Park (SM), Dentonia Park, Deutsche Evangeliums Kirche (EM), Dewi Sant Welsh (EM), Eastminster, Eglinton St. George's, Glebe Road, Jubilee, Kingston Road, Knob Hill, Leaside, Malvern-Emmanuel, Manor Road, Northlea, Rosedale, Saint Luke's, Scarborough Bluffs, St. Andrew's, St. Paul's, Scarborough, Timothy Eaton Memorial, Trinity-St. Paul's, West Hill, Heritage.

3. Conversations and consultations about the future.

- a) February 7, 2018 from 10 a.m. to 3 p.m.: Jody Maltby is hosting a meeting for executives of the presbyteries "Transitioning Well"
- b) June 15- 17, 2018 consultation
  - i. Discussing legal matters, e.g. changes to by-laws and approvals, dissolution, mergers, etc.
  - ii. Hearing about each other's work and/or meeting those who will be working in the same regional council.
  - iii. Discussing ways in which the various bodies might cooperate or share resources.
  - iv. Hearing about the services that can be offered by the United Church of Canada Foundation.

**MOTION:** Marg Walker / Martha ter Kuile that the correspondence log be accepted for information and action taken as indicated.

**CARRIED.**

**Approval of Minutes of November 14, 2017 Executive meeting**

**MOTION:** Marg Walker / Randy Naylor that the minutes of the November 14, 2017 Executive meeting be approved as presented.

**CARRIED.**

**The Chair had no report**

**Adjournment**

There being no further business, the Chair declared the meeting adjourned at 5:31 pm and closed with prayer. He reflected that Advent, Christmas, New Year & Epiphany will have happened before we meet again. As we go into the new years, we are called to something new. And we are wondering what our church will be in the next year.

**Next meetings**

- Executive January 9
- Plenary January 16
- Executive February 20

**January 16, 2018** – Presbytery Offices

- TUCC will present
- JGI 5 minutes re: Greenest Church project
- Emmanuel 5 minutes
- Boundaries discussion. On January 10, 2018, the Boundaries Commission will release its draft report suggesting what the regional councils will be. Everyone's input and suggestions will be welcomed until January 31. The Commission will then release a final report no later than March 15, 2018, outlining what the new regional councils will be.

**March 2018** – Manor Road

- Jody Maltby – Exec Secretary will provide an update on transition process and plans for the AGM
- Receiving Proposals. NOTE – New Process for 2018
- Possible presentation about the PROK visit and follow up

**June 2018** – BBQ at Presbytery Offices

**September 2018**

- Presbytery Offices

**November 2018**

- Final meeting at the presbytery office

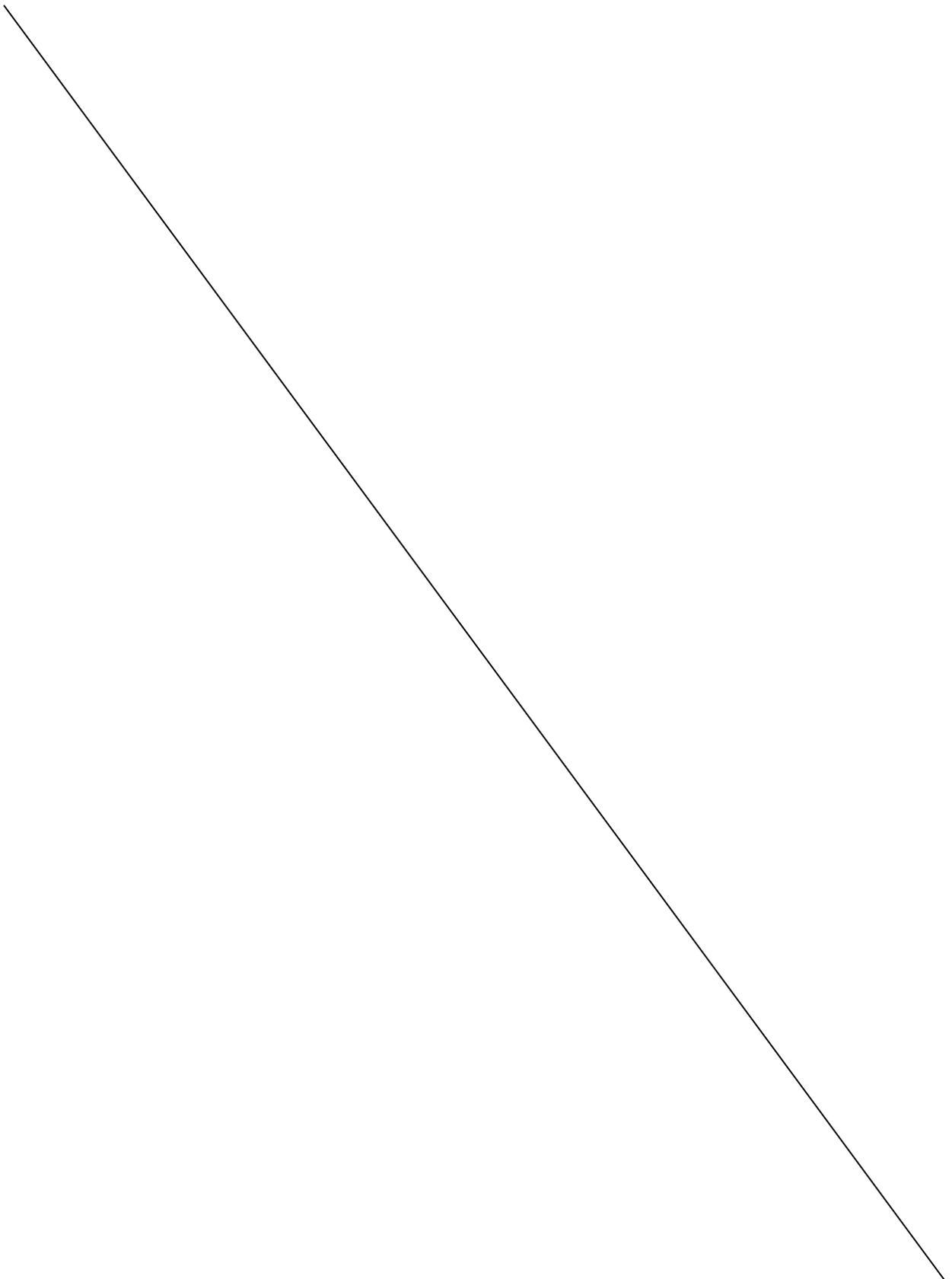
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Rev. Dr. Paul Hutchison  
Chair: Toronto Southeast Presbytery

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Margaret Walker  
Secretary: Toronto Southeast Presbytery

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**Toronto Southeast Presbytery  
Education and Students Minutes – December 12, 2017**

**Present:** June Cavers, Lorrie Daly-Price, Bruce Galbraith, Lorna Joblin, Pam Lock, Kathryn Moase, Norm Seli, Cynthia Stretton, John Suk, Ella Taylor-Walsh, Ila Vaculik, Marney Winn

**Regrets:** Daniel Benson, Joan Silcox-Smith, Paul Stott  
Staff available: Dale Hildebrand, Wendy Miller

**Luncheon:** 11:30-12:40 Thank you all for attending and celebrating a good year's work.

**Opening Devotional:** Pam Lock read from the preface of the book "Holy Conversations: Strategic Planning as a Spiritual Practice for Congregations" by Gil Rendle and Alice Mann. The passage referred to the exodus habit of pitching tents to discern when the next step is to take place. They spent 40 years pitching tents and moving on. In that time they changed from slavery to freedom. Both visionary Moses who came with the commandments and manager, Aaron who was busy trying to offer structure and direction on the ground are needed. Leadership is a dance in which we manage day to day necessity and discern where we're going next. As we interview candidates we need to hear of both the Moses' vision and Aaron's practicalities.

Pam ended with a prayer for God to walk with us.

**Agenda & Previous Minutes:**

**MOTION:** Bruce Galbraith/ Ila Vaculik: to approve the agenda as circulated  
**CARRIED.**

**MOTION** Cynthia Stretton/ Norm Seli: to approve the minutes of Oct 17, 2017 as circulated  
**CARRIED.**

**Business arising:**

- Pam will co-chair the Jan 16, 2017 meeting and Norm will co-chair the Feb 13 meeting.
- E&S welcomed a new member of TSP, Ian Manson, TSP Mission Animator. He is working with east end churches.

**Correspondence:**

- Sarah Miller E&S will follow up on her request for a possible LLWL by sending her an email suggesting that we would welcome Cameron Thomson's interview request along with his resume.

**Site Visits**

**MOTION:** Ella Taylor-Walsh / Bruce Galbraith that the Toronto Southeast Presbytery Education and Students Commission, after making an Eastminster site visit, recommends it as a learning site.

**CARRIED.**

**MOTION:** John Suk / Cynthia Stretton that the Toronto Southeast Presbytery Education and Students Commission, after making a Glebe Road site visit, recommends it as a learning site.

**CARRIED.**

### After Interviews

**MOTION:** John Suk / Lorna Joblin

That the Toronto Southeast Presbytery Education and Students Commission having read Palgrave's, the educational Supervisor's and Greg's final internship reports and after interviewing him, find that Greg Daly has successfully completed his internship.

**CARRIED.**

**CIC Final Ordination Interviews:** Jan Tues/Wed/Thurs 23, 24, 25 (snow day), 2018  
TSP E&S accompaniers: David Allan—Lorna Joblin, Roberta Howey—Lorna Joblin, Greg Daly-Pam Lock

### Vocational Assessment, VA, program starting January 2018

Jennifer Clarke of 6 Oaks Consulting and Dale Hildebrand produced the memorandum of understanding summarizing the process. Six Oaks Consulting along with Toronto Conference put out a one-page memo on the VA Program for Inquirers. Inquirers are urged to contact Six Oaks to schedule their vocational assessment session after they have passed the half-way point of their discernment. E&S representatives on discernment committees are the ones to draw attention to the Vocational Assessments and be the ones to "trigger" the inquirers' application after the 6-month mark.

**MOTION:** Norm Seli/Bruce Galbraith: that TSP E&S Commission pay for TSP E&S students to take the mandatory Boundaries and Racial Justice webinar workshops.

**CARRIED.**

Liaisons are requested to contact their students to submit their invoices for the two webinar workshops, Boundaries and Racial Justice, if they have not yet taken them. This is a new ruling and applies to those just taking the workshops or taking them in the future.

**Next Meeting:** Jan 16, 2018, 2pm at TSP office, TSP Plenary will follow.

- Opening and Closing: Cynthia Stretton
- Possible Interviews: at 3pm
  - Lee-Ann Ahlstrom-C (Kathryn Moase) annual review
  - Elizabeth Kiff C (Cynthia Stretton) E&S candidacy internship goals and annual review
  - Cynthia O'Connell C (Norm Seli) internship goals

**Closing:** At 3pm Pam closed with prayer thanking God for his welcoming embrace...to inspire us to live God's peace and seek his justice for all of creation.

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**Pam Lock, Acting Co-Chair**

**June Cavers, Co-Chair / Secretary**