

## **DEALING WITH UNITED CHURCH PROPERTY**

**Prior consent of Presbytery, in writing, is required before doing any of the following:**

- 1. Acquire, sell, mortgage, exchange, lease, or otherwise deal with real property, or major personal property (funds held in trust) of any congregation.**
- 2. Erect, enlarge, demolish, rebuild or effect major renovations to any building held or to be held for any congregation. Any renovations which will require outside financing need prior approval.**

**NOTE: Major renovations are any renovations requiring structural change or any renovations requiring the borrowing of funds.**

**The pastoral Charge must comply with regulations of the concerned municipality, the Ontario Building Code, the Public Health Act, the Ministry of the Environment, the Department of Highways as may apply and other governmental regulations as may be required.**

**The Official Board or Church Board or Church Council of the Pastoral Charge must pass a motion directing the Trustees of the Pastoral Charge to seek approval of Presbytery.**

**For directions see next page reprinted from The Manual (2001) Section 271 - Procedures**

### **Forms for Submission to Presbytery by the Trustees**

- 1. Copy of the motion passed at the Official Board or Church Council directing the Trustees to act.**
- 2. Copy of the motion passed at the Trustees meeting asking for permission from Presbytery.**

**Including:**

- 3. ‘CERTIFICATE OF TRUSTEES ASKING FOR CONSENT OF PRESBYTERY’ Form**
- 4. End of year balance sheets from the Pastoral Charge for the last four years**
- 5. Any plans, surveys, etc of the proposed project**

**After Presbytery has approved the request, a Form titled;**

**“CERTIFICATE OF SECRETARY OF PRESBYTERY TO RESOLUTION GIVING CONSENT”**

**and a copy of the minuted motion from Presbytery will be sent to the Trustees and these two documents should be attached to the deed, mortgage, lease of Real Property for registration in the appropriate land registry office.**

**THE MANUAL (2001)**

**SECTION 270**

**CONGREGATION CEASING TO EXIST**

Where the Presbytery has made a Decision that a Congregation has ceased to exist as an organized body, all of its Property, Real and Personal, shall be applied for such purpose for the benefit of the United Church as the Conference may determine after having consulted with the Presbytery.

**SECTION 271**

**PROCEDURES**

The following procedure should be followed in carrying out the orders and directions of the Official Board or Church Board or Church Council of the Pastoral Charge or Congregation in connection with any acquisition, sale, mortgage, lease, exchange, construction, enlargement, major renovation, demolition, or rebuilding:

- (a) a meeting of the Board of Trustees shall be called, giving each Trustee at least seven (7) days' notice in writing, specifying the time, place and purpose of the meeting;
- (b) the Board of Trustees should pass a resolution setting out:
  - i. The decision to acquire, sell, mortgage, lease, exchange, construct, enlarge effect major renovations, demolish, or rebuild;
  - ii. The legal description of the Real Property, or an adequate description of the Personal Property.
  - iii. The price or costs;
  - iv. The terms; and
  - v. The proposed application to be made of the proceeds, or the proposed source of funds; and authorizing application to be made to the Presbytery for its consent;
- (c) The resolution should be entered in full in the minutes of the Board of Trustees. A copy of such resolution should also be made, followed by a certificate which should be signed by the Chairperson and Secretary of the Board of Trustees;
- (d) A certified copy of this resolution and application should be sent at once to the Secretary of the Presbytery, who should then immediately refer it to the Presbytery Property Committee or its equivalent, so that the Committee can be called together to consider the request and be able to submit its report to the Presbytery;
- (e) The Presbytery should then consider the report of the Property Committee, and, if it decides to give its consent, should pass a resolution to that effect. A certificate should be appended to this resolution by the Secretary of the Presbytery; and
- (f) The resolution and certificate should then be attached to the deed, mortgage, or lease of Real Property for registration in the appropriate land registry office.

**CERTIFICATE OF TRUSTEES  
ASKING CONSENT OF PRESBYTERY  
THE UNITED CHURCH OF CANADA ACT  
THE MANUAL (2001) EDITION SECTION 271**

We the undersigned, do hereby certify that the following is a just and true copy of a resolution duly passed by the Trustees of (1) \_\_\_\_\_ a Congregation(s) of **The United Church of Canada** and a part of (2) \_\_\_\_\_ Pastoral Charge, at a meeting of the Trustees duly held for that purpose at (3) \_\_\_\_\_ on the (4) \_\_\_\_\_ day of (5) \_\_\_\_\_ (6) 20 \_\_\_\_.

Moved by (7) \_\_\_\_\_ seconded by (8) \_\_\_\_\_ that the Trustees of (9) \_\_\_\_\_ a Congregation(s) of **The United Church of Canada** and part of the (10) \_\_\_\_\_ Pastoral Charge, having received the direction of the (11) \_\_\_\_\_ of the said Pastoral Charge to do so, request the consent of **Lambton Presbytery**:

(A) to the (12) \_\_\_\_\_ of certain Real Property, the legal description of which is: (13) \_\_\_\_\_ and the municipal address of which is; (14) \_\_\_\_\_ pursuant to an agreement between the Trustees of (15) \_\_\_\_\_ a Congregation(s) of the United Church of Canada, as (16) \_\_\_\_\_ and (17) \_\_\_\_\_, as (18) \_\_\_\_\_ dated the (19) \_\_\_\_\_ day of (20) \_\_\_\_\_, (21) 20 \_\_\_\_ and subject to Presbytery approval, the terms of which are as follows:

(22) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(B) *(in the case of transactions generating proceeds)*

to the following disposition of the proceeds arising from the transaction:

(23) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in pursuance of the said resolution, we hereby apply to **Lambton Presbytery** for its consent to the (24) \_\_\_\_\_ of the real property listed above.

Dated this (25) \_\_\_\_\_ day of (26) \_\_\_\_\_ (27) 20 \_\_\_\_.

\_\_\_\_\_  
**Presiding Trustee**

\_\_\_\_\_  
**Secretary**

By following this format, Trustees will meet the requirements of Section 271 of The Manual (2001 edition). This format may be adapted to suit the local circumstances and, where the document is to be registered at a Land Registry Office, to satisfy the requirements of the Land Registrar.

- Line (1)** Full name of congregation(s)  
**Line (2)** Full name of pastoral charge  
**Line (3)** Place of meeting  
**Line (4)** Day in words (i.e. second or twenty-second, etc)  
**Line (5)** Month  
**Line (6)** Year  
**Line (7)** Full name of mover  
**Line (8)** Full name of Seconder  
**Line (9)** see line (1)  
**Line (10)** see line (2)  
**Line (11)** Official Board of equivalent  
**Line (12)** Type of transaction  
**Line (13)** Legal description of real property  
**Line (14)** Municipal address of real property  
**Line (15)** see line (1)  
**Line (16)** Capacity (vendor or lessor, etc)  
**Line (17)** Other party (full name of buyer or lessee, etc)  
**Line (18)** Capacity (buyer or lessee, etc)  
**Line (19)** see line (4)  
**Line (20)** see line (5)  
**Line (21)** see line (6)  
**Line (22)** (**for a listing**, the terms would include: the agent, any exemptions, the commission rate, the asking price, the proposed possession date)  
(**for a sale**, the terms would include, The purchaser, the sale price, the deposit, the balance due, the terms of any mortgage back, conditions, warranties, the scheduled closing date.  
(**for selling by tender**, you need to include the reserve price and details of the process along with 2 appraisal prices. (if you hold back a mortgage, the terms would include: the principal, the interest rate, the term, payments, repayment privileges and consequences of default in payments)  
(**for a purchase**, the terms would include: the vendor, the purchase price, the deposit, the balance due, conditions, warranties, the scheduled closing date, the source of funds)  
(**to take out a mortgage**, the terms would include: the principal, the interest rate, the term, payments, prepayment privileges.)  
(**for a lease**, the terms would include: premises and exclusive use premises, fixtures and chattels, rental, commencement date, term, responsibility for taxes, insurance, repairs, rights to assign or sublet, dispute resolution and arbitration, early termination, renewals, options..)  
**Line (23)** Disposition of Proceeds. **NOTE:** Lambton Presbytery has the following policy for the proceeds from the sale of manse property: That the monies from the purchase price of a manse property be held in trust and invested appropriately and that the interest earned on the Manse Trust money be used towards the housing allowance for the minister of the Pastoral Charge.  
**Line (24)**

**Line (25)** transaction (see Line 12)  
**Line (26)** Day in words (second or twenty-second, etc)  
**Line (27)** Month  
Year

Type of