

June 23, 2017

SHARED MINISTRY AGREEMENT

Among Gabriola United Church, the Comox-Nanaimo Presbytery of the United Church of Canada,
St. Martin of Tours Anglican Church, and the Anglican Diocese of British Columbia

1. Spiritual Rationale

This scripture passage from Paul's first letter to the early church in Corinth has inspired our work on this agreement:

“Now I appeal to you, brothers and sisters, by the name of our Lord Jesus Christ, that all of you be in agreement and that there be no divisions among you, but that you be united in the same mind and the same purpose.”
1 Corinthians 1:10 NRSV

We are a Christian community of faith. In everything we do and in all our worship, we serve the ideals of justice, compassion, love and peace. We see Jesus as a model for our lives. We are not alone. We live in God's world.

2. Regulations Concerning Shared Ministries

The Shared Ministry shall seek guidance from the guidelines of the following documents:

- a. Shared Ministry Agreement between the Anglican Diocese of BC and the Comox-Nanaimo Presbytery (2005)
- b. Ecumenical Shared Ministries Handbook (2011)
- c. Canons of The Anglican Church of Canada (2015)
- d. United Church Manual (2016)

3. Statement of Purpose

We, the congregations of St. Martin of Tours (Anglican Church) and the Gabriola United Church, who have the approval of our respective Church bodies, recognize the advantages of working together in a common community of faith. Together, we commit ourselves to this Shared Ministry.

This new relationship will challenge and enable us to live more purposefully and completely as Christians; it will foster inclusiveness, respect for diversity, wider perspectives of understanding, acceptance of discomforts, a willingness to learn and to grow together in our common faith, and a commitment to care for each other. Shared Ministry provides an opportunity for us to grow both spiritually and in our ministry to the wider community.

4. Intent

To worship and serve as one community of faith.

To have one minister who ministers in the name of Jesus Christ.

To encourage everyone to work together for the mutual benefit of all in Christ's name.

To seek to be a positive example of ecumenical relations on Gabriola Island and beyond.

5. Description of “Shared Ministry”

An ecumenical shared ministry is people worshipping and serving God in a unified way while still maintaining their denominational identity and connections. Our shared ministry will be officially linked to both the judicatories of the Anglican Diocese of British Columbia and Comox-Nanaimo Presbytery and BC Conference of the United Church of Canada.

June 23, 2017

6. Membership

To be a parishioner (voting member) a person shall: be baptized; commit themselves to the life and work of this community of faith; express that commitment by sharing time, talent and financial resources, and by participating in worship as they are able.

7. Leadership by the Minister

When it appears that there will be a vacancy in a shared ministry, the incumbent/and or the lay leadership will notify the Bishop and Presbytery.

- With notice of a vacancy a selection committee will be formed according to the Anglican/United denomination requirements.
- The search committee will strive to have representative denominational balance.
- The minister will be the most suitable for the Shared Ministry on Gabriola Island, regardless of the denomination. The minister must be open to and in sympathy with the basic concept of Shared Ministry as outlined in this agreement.
- The selected candidate must be approved by the Bishop of the Anglican Diocese of BC and the BC Conference Pastoral Relations Committee.
- The minister will accept the responsibility to minister in the name of Jesus Christ to all people within the congregation in a professional manner, respecting confidentiality and professional boundaries. Primary accountability is to their denomination including any disciplinary procedures.
- It is desirable for the chosen minister to have had at least two years' experience of pastoral responsibility in their own denomination. If it is decided to appoint someone with less than two years' experience, then that person should be under appropriate supervision.
- The minister will be compensated according to her/his denomination standard.
- The minister will be licensed and or given permission to officiate according to the policy requirements of the United Church of Canada and the Anglican Diocese of BC.
- Educational opportunities for Shared Ministry will be attended by clergy and laity.
- The minister is encouraged to participate in Diocese and Presbytery events.

8. Worship

Worship services will be held every Sunday as well as those days related to the church calendar and the Christian year. In addition, other special services such as "Blue Christmas Service" and "Bless the Animals Service", will be included as agreed upon by the Minister and the Worship Committee.

Normally a blended form of service using the Anglican and United resources will be created. Lay people will participate and could lead in the services. Sunday services that include the Eucharist/ Communion will normally be held twice a month. A mid-week service of communion may be held. The priest/minister will have ultimate responsibility for worship in consultation with the worship committee.

- A bulletin with the printed order of service and a welcoming statement will usually be produced and distributed at the service.

June 23, 2017

- Communication will be via telephone, the website, email and Sunday service announcements.
- The musical component of the service will be arranged cooperatively with the musicians and the minister/priest.
- An organized welcoming atmosphere is essential, with greeters and other volunteers. Appropriate banners, hangings and decorations both floral and other will maintain an environment conducive to worship.
- Services for special occasions such as baptisms, weddings and funerals will follow denominational guidelines and church policies.
- The worship committee will work with the minister/priest to provide opportunities for education around Christian worship and outreach.

9. Governance

Denominational Governance:

Denominational oversight will be maintained according to the regulations of the Anglican Church of Canada and the United Church of Canada. The Canons of the Anglican Diocese of BC, the Manual of the United Church of Canada, and the United Church Trustees Handbook will be used.

The Anglican Diocese of BC requires that two churchwardens serve within the Shared Ministry.

- The responsibility of churchwardens is to contribute to the leadership of the mission of the congregation and to provide a strong link between the Diocese and the local congregation.
- Any adult, baptized member of the congregation may serve as a churchwarden.
- Both churchwardens shall be members of the Personnel Relations Committee.
- One of the churchwardens shall be a member of the Council.

The United Church of Canada requires that the Board of Trustees of Gabriola United Church remain as a distinct entity within the Shared Ministry.

- The responsibility of the trustees is to hold the United Church of Canada's one-half interest in the congregational property ("land, buildings, any other land rights, money, investments, furniture and equipment") in trust for the United Church, for the use and benefit of the congregation. Management of this one-half interest in the assets is delegated to the Council.
- The Anglican Diocese of BC holds the other one-half interest in the congregational property. Management of this one-half interest is delegated to the Council.
- A minimum of three trustees shall be elected. The minister is an ex officio trustee.
- A majority of trustees shall be members of the United Church of Canada.
- One trustee (not the minister) shall be a member of the Council.

Local Governance:

The congregation is responsible for electing a chair and secretary at its annual meeting, specifically responsible for all meetings of the congregation until the next annual meeting.

The governing body (Council), the trustees, and the churchwardens will be elected by the Shared Ministry, at an annual or specially called congregational meeting.

The Term of Council, trustees, and churchwardens is usually one year, renewable, with a maximum of three consecutive years. In situations of resignations or open positions, the Council has authority to appoint

June 23, 2017

Council members, trustees, and churchwardens to serve until the next annual congregational meeting.

The Council will have the following voting members:

- Minister (ex officio) or Denominational Designate
- Secretary
- Treasurer
- Synod Delegate
- Presbytery Delegate
- One (1) Trustee
- One (1) churchwarden
- One to Five Members at Large

The Council members will elect their Chair at their first meeting following an annual congregational meeting. Each member of Council shall participate in the work of at least one committee and liaise for that committee to the Council, but will not necessarily chair that committee. If a Council member cannot attend a Council meeting, someone from the committee that the Council member represents can attend the Council meeting to speak, but not to vote. A quorum will consist of 50% of all voting members, plus one more voting member. The minister or the denominational designate must be present at all Council meetings.

The Council will use the following guidelines in decision-making:

- In developing a proposed decision (a draft motion) use a “consensus approach” of widespread participation, inclusive discussions, and thoughtful consideration of all opinions expressed.
- The Chairperson does not accept a final motion until he or she is satisfied that a thorough discussion, using a consensus approach, has occurred.
- Approval of a motion requires a “supermajority” of those casting votes. “Supermajority” is defined as 50% (rounded up as needed) plus 2 votes. An abstention is not considered a vote. Examples of supermajorities are: 7 of 10 votes, 6 of 8 votes, 6 of 7 votes, 5 of 6 votes.
- When needed the rules of order for Council meeting are Bourinot’s Rules of Order as per *The Manual of the United Church of Canada* and the *Anglican Synod of the Diocese of BC Canons*.

The primary responsibility of Council is to lead the congregation in its work of fulfilling its mission and ministry. The council will, through oversight and policies:

- Promote unity and encourage engagement of the congregation in the life and work of the church;
- Give two full Sundays of notice for a congregational meeting using all means of communication
- Report its activities and post minutes monthly;
- Approve committees;
- Appoint the signing officers;
- Initiate regular education and stewardship programs;
- Prepare and submit an annual report to the congregation and denominations;
- Receive a report annually from the Board of Trustees;
- Approve a budget for the upcoming fiscal year;
- Adopt an appropriate conflict resolution model;
- Ensure Safe-Church recommendations are met including current criminal record checks.

June 23, 2017

COMMITTEES

Committees are established by the Shared Ministry Agreement, and will be reviewed after one year. Committees will have authority to carry out their work, and a budget to manage. They will report to Council after each committee meeting or annually (if they don't meet often, e.g., Trustees). Council may create ad hoc committees for emerging or specific activities.

Worship and Education Committee

Responsible for all aspects of worship

- Includes Altar Guild, minister/worship leadership and music representative. Responsible for worship leadership, Sanctuary decorations, music, greeters, ushers, collection, worship statistics, all aspects of preparation for communion. Preparation of the roster is a worship responsibility. An adequate sound system is a worship responsibility. Christian education, including youth and child activities, is included in the Worship Committee.

Outreach Committee

- Carries out the congregation's mission, locally and farther afield.
- Includes Mission and Service Fund, Primate's World Relief and Development Fund. Financial support comes from individual contributions but the committee communicates and promotes the work and needs of these funds.
- Community and world needs; working with local social agencies

Pastoral Care Committee

- Cares for the members of the congregation.
- Supports newcomers, inactive members; prayer networks, Prayer Shawl ministry
- Promotes acceptance of diversity
- Arranges for spiritual care

Finance Committee

- Includes Treasurer and Envelope Steward
- Responsible to manage finances and budget, as developed and approved by Council.
- Budget preparation and reporting; payments and financial records.
- Regular independent review of financial records

Property Committee

- Responsible for all aspects of property management.
- Building maintenance, kitchen, insurance, bookings
- Yard maintenance.
- Maintain Vancouver Island Health Authority requirements for water safety.

Personnel Relations Committee

- The work of the Personnel Relations Committee respects confidentiality
- Responsible for all relations with clergy and contractors according to the United Church Manual and the Canons of the Anglican Diocese of BC
- Responsible for contracts (i.e., cleaners, musicians, administrator)
- Provide support for clergy and lay workers
- Provide support for the congregation relating to personnel issues

Social/Fun Committee

- Encourages interaction between members of the congregation by planning social events and

June 23, 2017

gatherings.

Nominations Committee

- This is an ad hoc committee created by Council. As well as preparing nominations for annual elections, it will advise Council on filling any vacancies that may arise. Denominational balance on this committee and council is desirable.

RECORD-KEEPING

- Both historical (United Church) and Vestry (Anglican) books will be maintained.
- All services will be recorded in the vestry book.
- Joint baptismal, confirmation, marriage and burial records will be kept.
- Statistical reports will be completed as required.
- Minutes of all Council and Congregational meetings will be kept.
- Current list of households will be kept

10. **Property and Assets**

“Now the whole group of those who believed were of one heart and soul, and no one claimed private ownership of any possessions, but everything they owned was held in common. With great power the apostles gave their testimony to the resurrection of the Lord Jesus, and great grace was upon them all.”

Acts 4: 32-33 NRSV

Intent

By Gabriola United sharing its land and premises, the parishioners of St. Martin’s will effectively realize their long-held dream of acquiring a secure worship space. By St. Martins sharing its building fund, the Shared Ministry will gain substantial invested capital to help fund its ongoing ministry. In this way, the future success of the Shared Ministry will depend solely on the collective work, ministry and stewardship of the people of the Shared Ministry, with guidance from the Holy Spirit.

The two existing congregations will establish one combined congregation. All assets of both founding congregations will transfer to the Shared Ministry.

The co-ownership of the assets is based on the principle that all the individual assets in the care and control of the two founding congregations shall be contributed freely for use by the Shared Ministry and these assets shall be owned equally by the two judicatories for the exclusive use of the Shared Ministry. The details of this arrangement are described in the Co-ownership Agreement and Declaration of Trust that is an integral part of the Shared Ministry Agreement and is included as Appendix “A”.

All assets will be used in a responsible manner to carry out the ministry of the Shared Ministry.

Implementation

The contributed land, building, chattels, investments and unrestricted cash, shall be administered by the Council in accordance with the terms of the Co-ownership Agreement and Declaration of Trust established between the Anglican Diocese of British Columbia and the Comox-Nanaimo Presbytery/ BC Conference of the United Church of Canada for the exclusive use of the Shared Ministry.

If the Shared Ministry is dissolved at some point in the future and if there are assets remaining at that time, those assets will be divided equally between the two judicatories as set out in the Co-ownership Agreement and Declaration of Trust.

11. Shared Ministry Financial Plan

- The congregation is committed to the long-term success of the Shared Ministry and will give of their time, talents, and financial resources to the best of their abilities.
- In order to meet the goals of the Shared Ministry, the congregation recognizes the need to find an acceptable balance between paid ministerial leadership and the on-going financial viability of this Shared Ministry.
- The congregation will develop a Shared Ministry Financial Plan, which will:
 - i. be a work in progress,
 - ii. have realistic stewardship goals,
 - iii. have realistic expectations for attracting new parishioners,
 - iv. allow time to adjust to new possibilities,
 - v. provide enough flexibility to extend the life of the Shared Ministry well into the future.

General Finance

1. The Shared Ministry will be a federally-registered charitable organization, and as such will issue annual tax receipts for donations as permitted by federal law.
2. The Shared Ministry will accept, remit and issue tax receipts for donations by parishioners directed to the Primate's World Relief and Development Fund of the Anglican Church of Canada, the Mission and Service Fund of the United Church of Canada and to a limited number of other charitable initiatives. These directed donations will be forwarded to the recipient charities on a regular basis.
3. The oversight and management by the Shared Ministry of its revenue and expenses will adhere to the regulations in the Anglican Canons of the Diocese of BC and the Manual of the United Church of Canada.
4. There will be regular stewardship campaigns.

12. Review of the Shared Ministry Agreement

Representatives of the Diocese and Presbytery will consult with the Council after the first year to ensure that the minister/priest and this agreement are fulfilling the ministry of the Shared Ministry.

13. Amendments

Any amendment to this Agreement requires a 60% majority vote by the congregation at a congregational meeting. The amendments are subject to the approval of the judicatories.

14. Termination of the Shared Ministry Agreement

Termination of this Agreement may be enacted by a motion at a duly-called congregational meeting by a 60% majority vote, and subsequent approval of the judicatories.

The judicatories can initiate the termination of the Shared Ministry Agreement.

15. Governing Law

This Agreement shall be governed and construed in accordance with the laws of Canada and the Province of British Columbia.

June 23, 2017

16. Invalidity

If a term, covenant or condition of this agreement is adjudicated to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforced to the fullest extent permitted by law.

June 23, 2017

APPENDIX A: CO-OWNERSHIP AGREEMENT AND DECLARATION OF TRUST

Among Gabriola United Church, the Comox-Nanaimo Presbytery of the United Church of Canada, St. Martin of Tours Anglican Church, and the Anglican Diocese of British Columbia

1.0 DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

1.1 "Assets" means

- 1.1.1 the Lands;
- 1.1.2 the chattels held by Gabriola United Church or St. Martin of Tours Anglican Church at the time this agreement is signed;
- 1.1.3 the cash, cash equivalents and investments held by Gabriola United Church or St. Martin of Tours Anglican Church, less any outstanding or accrued liabilities, at the time this agreement is signed;
- 1.1.4 any accrued surplus of income over expenditures from time to time, including without limitation any offerings from parishioners, bequests, memorial gifts, grants from other organizations, or income produced from any Asset;
- 1.1.5 any proceeds from the sale of any Asset or its substitute;
- 1.1.6 any real property or Chattels purchased or otherwise acquired by any one or more of the Parties for the exclusive use of the Shared Ministry; and
- 1.1.7 any increase in value of an Asset for any reason.

1.2 "Chattels" means all chattels necessary or incidental to the conduct of worship services in the Church including but not limited to pews, communion tables, pulpits, lecterns, pianos, organs, electric keyboards, benches, tables, chairs, all Anglican and United hymnals, service books, prayer books, resource books, Sunday School materials and supplies, furniture, appliances, kitchen utensils and dishes and all other chattels purchased or held in trust by the Trustees of the Shared Ministry that from time to time are located or stored in the Church.

1.3 "Church" means the building on the Lands that is used for all purposes of the New-Name Shared Ministry Church and includes any expansion, renovation or replacement of the building.

1.4 "Lands" means those lands and premises (including the Church) located at 2600 South Road, Gabriola Island that are legally known and described as LOT 1, SECTION 1, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN 6678 (PID. 002-891-930).

1.5 "Net Assets" of the Shared Ministry means the value of all the assets of the Shared Ministry, less all liabilities of the Shared Ministry and less any costs associated with the disposal of these assets.

1.6 "Owner" means any one of the Anglican Diocese of British Columbia and the United Church of Canada.

1.7 "Owners" mean both the Anglican Diocese of British Columbia and the United Church of Canada.

1.8 "Party" means any one of the Anglican Diocese of British Columbia, the United Church of Canada, Gabriola United Church, and St. Martin of Tours Anglican Church.

1.9 "Parties" means any two or more of the entities named in this Agreement.

June 23, 2017

- 1.10 "Purchase Price" means the amount payable to a withdrawing Owner for its ownership interest in the Net Assets of the Shared Ministry which amount is one-half of the Net Assets on the date Notice to withdraw was delivered.
- 1.11 "Qualified Appraiser" means an individual who is independent, qualified to perform market value appraisals of commercial and institutional property and is a member in good standing with the Appraisal Institute of Canada
- 1.12 "Shared Ministry" means[name of new shared ministry church; add when decided]
- 2.0 DESCRIPTION AND OWNERSHIP OF THE NET ASSETS OF THE NEW-NAME SHARED MINISTRY CHURCH
- 2.1 The Parties agree that all assets in the care and control of the two founding congregations shall be contributed freely for use by the Shared Ministry, and administered by the Council.
- 2.2 The Parties agree to forego a formal valuation of Assets at the effective start date of the Shared Ministry Agreement and, in the absence of a formal valuation, the parties agree that the contributed assets of both the Anglican and United denominations shall be valued equally.
- 2.3 The cash to be contributed by St. Martin of Tours Anglican Church will comprise at least \$135,000 in cash and investments.
- 2.4 The Anglican Diocese of British Columbia's beneficial ownership in the Assets of the Shared Ministry, at any time hereafter, shall be equal to one-half of the Net Assets of the Shared Ministry.
- 2.5 The United Church of Canada's beneficial ownership in the Assets of the Shared Ministry, at any time hereafter, shall be equal to one-half of the Net Assets of the Shared Ministry.
- 3.0 TITLE TO THE ASSETS OF THE NEW-NAME SHARED MINISTRY CHURCH AND DECLARATION OF TRUST
- 3.1 When this agreement is signed:
- a) the Trustees of the Congregation of Gabriola United Church, in consultation with Comox-Nanaimo Presbytery, will transfer to The Anglican Synod of the Diocese of British Columbia an undivided one-half interest as a tenant in common in the Lands; and
 - b) St. Martin of Tours Anglican Church will transfer all cash, cash equivalents and investments held by St. Martin of Tours Anglican Church, less any outstanding or accrued liabilities, to the Shared Ministry's bank account.
- 3.2 The Lands and all other assets of the Shared Ministry are owned equally by the two judicatories, the Anglican Synod of the Diocese of British Columbia and the United Church of Canada, for the exclusive use of the Shared Ministry.
- 3.2.1 The Parties agree that the Board of Trustees of Gabriola United Church shall hold title to a one-half undivided interest in the Lands and all other assets of the Shared Ministry in trust for the United Church of Canada.
 - 3.2.2 The Parties agree that the Anglican Synod of the Diocese of British Columbia shall hold title to a one-half undivided interest in the Lands and all other assets of the Shared Ministry.

June 23, 2017

- 3.3 The Parties agree that this Co-ownership Agreement shall be used to determine the amount to be paid to an Owner or Owners in the event of such Owner's or Owners' withdrawal or a sale, transfer or other disposition of their interests in the Net Assets of the Shared Ministry.
- 3.4 If this Agreement is terminated and if the interest of the Anglican Church in the Lands of the Shared Ministry is acquired by the United Church pursuant to the terms of this Agreement, the Anglican Church will, upon receipt of all amounts due to it, cause its interest in the title to the Lands to be transferred to the United Church or its nominee, all at the cost and expense of the United Church or its nominee.
- 3.5 If this Agreement is terminated and if the interest of the United Church in the Lands of the Shared Ministry is acquired by the Anglican Church pursuant to the terms of this Agreement, the United Church will, upon receipt of all amounts due to it, cause its interest in the title to the Lands to be transferred to the Anglican Church or its nominee, all at the cost and expense of the Diocese or its nominee.
- 4.0 WITHDRAWAL FROM OWNERSHIP
- 4.1 Subject to the terms and conditions of the Shared Ministry Agreement, the Anglican Diocese of British Columbia or the United Church of Canada may terminate the Shared Ministry Agreement and exercise their right to withdraw from their ownership positions in the Net Assets of the Shared Ministry.
- 4.2 Not later than thirty (30) days following the decision to terminate the Shared Ministry Agreement, duly authorized representatives of the Anglican Diocese of British Columbia and the United Church of Canada shall attend a meeting at such time and place as they agree.
- 4.3 The agenda for such meeting shall be:
- a) to agree, in writing, to the value of the Net Assets of the Shared Ministry as at the date the Notice was delivered and to calculate the Purchase Price of the individual ownership interests of the Anglican Diocese of British Columbia and the United Church of Canada as per the terms and conditions of this Agreement.
 - b) failing agreement as to the value of the Net Assets of the Shared Ministry, to select a Qualified Appraiser to value the Net Assets of the Shared Ministry;
 - c) failing agreement as to an Qualified Appraiser to value the Chattels and/or the Lands, each Owner may name their selection of a Qualified Appraiser.
- 4.4 Where a Qualified Appraiser is agreed upon, the Owners shall instruct such Qualified Appraiser to determine the Net Assets of the Shared Ministry as at the date the Notice was delivered and provide each Owner with a copy of the appraisal not later than thirty (30) days from the date of the meeting. The cost of such appraisal shall be borne equally by the two Owners.
- 4.5 Where each Owner selects a Qualified Appraiser, each Owner shall instruct its Qualified Appraiser to conduct a net realizable value appraisal of the Net Assets of the Shared Ministry as at the date the Notice was delivered and provide each Owner with a copy of the appraisal no later than thirty (30) days from the date of the meeting. The appraisals shall then be averaged to establish the net realizable value of the Net assets of the Shared Ministry for the purposes of this Agreement.
- 4.6 No later than thirty (30) days following receipt of the appraisal or appraisals,

June 23, 2017

- a) The Owner that did not give Notice may agree to purchase the interest in the Net Assets of the Shared Ministry of the Owner that gave Notice or decline to purchase such interest.
 - b) If the Owner that did not give Notice declines to purchase the interest in the Net Assets of the Shared Ministry of the Owner that gave Notice, the Owner that gave Notice may agree to purchase the interest in the Net Assets of the Shared Ministry of the Owner that did not give Notice or decline to purchase such interest.
- 4.7 If either Owner elects to purchase the other Owner's interest in the Net Assets of the Shared Ministry, the Purchase Price as determined pursuant to the provisions herein shall be paid no later than sixty (60) days following receipt of the appraisal or appraisals referred to items 4.4 and 4.5 above.
- 4.8 The Owner disposing of its interests in the Lands of the Shared Ministry shall cease its use and occupation of the Lands on the date determined in paragraph 4.7 above and thereafter shall have no financial obligation in respect of the ongoing costs of the Lands and Church.
- 4.9 In the event that the purchasing Owner fails to pay the Purchase Price on the date specified in paragraph 4.7 above, the purchasing Owner shall pay interest on the outstanding Purchase Price at an annual rate equal to the Bank of Canada rate plus two percent in effect on the anniversary date of the decision to terminate the Shared Ministry Agreement.
- 4.10 In the event that both of the Owners decline to purchase the other's interest in the Net Assets of the Shared Ministry within the time limit as set forth in Article 4.6, then all assets of the New-Name Shared Ministry Church shall be liquidated forthwith and the net proceeds of such liquidation shall be equally distributed to the Owners in accordance with the terms of this Agreement.
- 4.11 The Anglican Diocese of British Columbia and the United Church of Canada will have joint conduct of sale to dispose of the Lands and will give appropriate joint instructions to the Trustees and Council.
- 4.12 Until a sale of the Lands has been completed, the Anglican Church of Canada and its parishioners and the United Church of Canada and its parishioners shall have equal rights to the use of the Lands and Chattels and equal obligations for the maintenance and repair thereof and for the payment of all property taxes, fire insurance and other insurance premiums, utility expenses and other regular costs and expenses relating to the use and occupancy of the Lands and Chattels.
- 4.13 The duly elected Shared Ministry Council shall continue until the sale of the Lands has been completed but its responsibilities shall be limited to deciding questions relating to the use, maintenance, upkeep and repair of Lands and Chattels for the mutual benefit of the Parties to this Agreement.
- 5.0 MANAGEMENT
- 5.1 The Parties agree that the Shared Ministry shall manage the Lands and be responsible for ensuring that all accounts, payments or necessary expenditures are paid when due in order that the Lands are kept in proper upkeep and repair.
- 5.2 The Shared Ministry shall keep a proper set of books pertaining to all expenses for the said Lands and shall produce the same for inspection by the Parties at all reasonable times.

