

Minutes – The Presbytery of Lindsay Peterborough April 26, 2021 – Emergent Meeting 9:30 am – ZOOM meeting, due to Covid-19

*The Presbytery of Lindsay Peterborough met in Regular session on ZOOM on Tuesday April 26 in
the year of our Lord, 2021.*

Attendance:

Ministers on the constituent roll: Blane, Ann; Cunningham, Tom; Ellis, Neil; Huberts, Henry; Kim, Caleb; Park, Linda; Quick, Bob; Sipos, Anita.

Elders voting: Collins, Evelyn; Hoyle, Bill; MacEachern, Robert; MacMaster, Jim; Marnoch, Garry; Mitchell, Roberta; Robertson, Ross; Smith, Sheryl; Wallace, Susan; Williams, Tom;

Ministers on the appendix to the roll: Ingram, Terry; Wallace, Ron

Others present for all or part on the day included: Halstead, Janet; Ibrahim, Rani; Pitcher, Marilyn; Smith, Jim;

Women's Missionary: none

Regrets: Atkins, Angelica; Firth, Kathy; Gordon, Dorcas; Grace, Barney; Hartai, Helen; Ingram, Sabrina; McQuillin, Barry.

Purpose of the Meeting: To review the terms of the agreement to sever pastoral ties between Rev Henry Huberts and Beacan and Knox Gamebridge congregations.

9:30 am – Constitution of the Court – Emergent Meeting of Lindsay Peterborough Presbytery

Moderator, Jim Smith, opened with prayer.

Recommendation: that Lindsay Peterborough Presbytery receive the proposed settlement agreement as distributed. Moved by Ann Blane. Seconded by Tom Williams. Carried.

Ron Wallace, Chair of the Committee, presented the report.

1. **Recommendation 1:** That the Presbytery of Lindsay-Peterborough approve the terms of the Settlement Agreement between the Rev. Henry Huberts, the Congregations of Beacan Presbyterian Church, Beaverton, and Knox Presbyterian Church, Gamebridge, and the Presbytery of Lindsay-Peterborough, prepared by the Review of Ministry Committee. Moved by Neil Ellis. Seconded by Esther Inglis. Carried.

Amendment – To extend the payment period to 6 months. Moved by Tom Cunningham. Seconded by Tom Williams. Defeated.

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2. **Recommendation 2:** That the Convenor of the Review of Ministry Committee, Rev. Dr. Ron Wallace, be authorized to sign the Settlement Agreement, on behalf of Presbytery, thereby binding the Presbytery of Lindsay-Peterborough to ensure that its terms are fulfilled. Moved by Neil Ellis. Seconded by Esther Inglis. Carried.
3. **Recommendation 3:** That the Review of Ministry Committee be dismissed, effective May 1, 2021, with the thanks of the Presbytery. Moved by Neil Ellis. Seconded by Esther Inglis. Carried.

Move for adjournment – Ann Blane
9:33 – Rev Ron Wallace closed with prayer

Spoken warm wishes to Rev Henry Huberts and his family, and Henry’s response.

SETTLEMENT AGREEMENT

AGREEMENT BETWEEN:

The Presbytery of Lindsay-Peterborough, The Presbyterian Church in Canada (hereinafter, the “Presbytery”, which term includes officers, directors, agents, employees, members, successors and assigns and all related and affiliated organizations and their officers, directors, agents, employees, members, successors and assigns)

-and-

The Congregations of Beacan Presbyterian Church, Beaverton, and Knox Presbyterian Church, Gamebridge (hereinafter, the “Congregations”, which term includes officers, directors, agents, employees, members, successors and assigns and all related and affiliated organizations and their officers, directors, agents, employees, members, successors and assigns)

-and-

The Reverend Henry Huberts (hereinafter, the “Minister”)

PREAMBLE

WHEREAS the Minister was called by the Congregations as minister of the Congregations and was inducted into this ministry by the Presbytery on November 16, 2016, and

WHEREAS the Minister was and continues to be in good standing as a minister of Word and Sacraments within the government of The Presbyterian Church in Canada, and

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WHEREAS at a regular meeting of the Presbytery held on April 20, 2021, wherein representatives from the Congregation, representative elders and other ministers were present (the “Meeting”), a resolution was adopted that dissolved the pastoral tie between the Minister and the Congregation effective April 30, 2021, and

WHEREAS the parties hereto wish to set out their obligations to each other as a result of the dissolution of the pastoral tie;

Settlement Agreement

THEREFORE, in consideration of the obligations, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties acknowledge, confirm and agree that the foregoing recitals are true.

GENERAL

2. The parties hereto confirm that sufficient notice of the Meeting was provided and that each person in attendance had sufficient opportunity to express his or her opinions and all procedures adopted at such Meeting were proper.
3. The parties further acknowledge and confirm that each party shall continue to be bound by the “Policy for the Dissolution of Pastoral Ties” published in the Acts and Proceedings of the General Assembly of The Presbyterian Church in Canada, 1998, as may be amended from time to time.
4. The parties confirm that the minutes of the Meeting attached hereto as Schedule “A” are an accurate record of the decision of the Presbytery that confirmed the dissolution of the pastoral tie between the Congregation and the Minister.
5. The parties confirm that the Review of Ministry Committee of the Presbytery was under authority to prepare this agreement.

RIGHTS AND OBLIGATIONS OF THE MINISTER

6. The Minister shall receive the following benefits for the period commencing May 1, 2021 and terminating not earlier than September 15, 2021.
 - a) Subject to the terms set out in this paragraph and in paragraph 8, the stipend which the Minister has received on a monthly basis during the 2021 calendar year shall continue until the end of the Transition Period.
 - b) The Minister shall continue to be paid his stipend by the Congregation on a monthly basis, on the first day of the month for that month.
 - c) There shall be deducted from the Minister’s stipend all standard deductions and remittances in the ordinary course.
 - d) The Minister shall continue to be paid his housing allowance and the cost of utilities by the Congregation.
 - e) The Minister shall continue to accrue increments of pensionable service, subject to the usual deductions from his stipend.
 - f) Subject to approval by the plan provider and the terms and conditions of the applicable plan policies, the Minister and his spouse and dependents shall continue to be eligible to

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receive medical and dental insurance coverage issued through The Presbyterian Church in Canada. It is important to note that this extended coverage excludes out-of-country emergency travel assistance. All other benefit coverage, including insurance for life, dependent life, accidental death and dismemberment, and long-term disability, shall cease after a period of eight (8) weeks, ending June 25, 2021. The usual monthly deduction for the insurance noted above is taken off the Minister's monthly income continuance for this eight-week period.

The Minister is advised that he may be able to convert his group life insurance to an individual policy without providing proof of good health. Information about this conversion privilege may be obtained directly from the plan provider. The request must be made within 31 days of the end of the Minister's group life insurance coverage.

- g) The Minister shall be able to make use of study leave funds accumulated up to the beginning of the Transition Period pursuant to the regulations of the General Assembly of The Presbyterian Church in Canada for the portability of continuing education allowances, and must seek approval from the Presbytery, through the Interim Moderator, for the use of said funds.
 - h) The Minister shall remove all personal effects from church premises and return any church property in the Minister's possession to the church by April 30, 2021, subject to the terms of section 6 (d).
7. It is understood and agreed that during the Transition Period, the Minister will exercise all diligence in obtaining another Call within The Presbyterian Church in Canada, or such other ministerial calling as he may choose, or a non-ministerial position. The Minister agrees immediately to notify the Presbytery in the event that he secures another position, ministerial or non-ministerial, at any time after the decision to dissolve the pastoral tie.
 8. If, after the decision to dissolve the pastoral tie, the Minister secures another position in which, during the Transition Period, he receives new remuneration, or benefits in lieu of remuneration, which is considered permanent employment and which remuneration is the same as or exceeds the remuneration set out in paragraph 6 herein, the Minister agrees to notify immediately the Presbytery and all remuneration and benefits hereunder shall cease at the end of the month in which such other position commences, but in no case shall the remuneration and benefits outlined in this agreement be provided for less than two (2) months. The final payment of the remuneration set out in paragraph 6 herein marks the conclusion of the Transition Period. In no event shall the remuneration and benefits outlined in this agreement continue beyond the end of the Transition Period.
 9. If, after the decision to dissolve the pastoral tie, the Minister secures another position in which, during the Transition Period, he receives new remuneration, or benefits in lieu of remuneration, which remuneration exceeds 10% of the remuneration set out in paragraph 6 herein, the Minister agrees to notify immediately the Presbytery and all remuneration and benefits hereunder shall be reduced by the amount the remuneration exceeds the 10% threshold at the end of the month in which the new remuneration is received, but in no case shall the remuneration and benefits outlined in this agreement be provided for less than two (2) months. In no event shall the remuneration and benefits outlined in this agreement continue beyond the end of the Transition Period.

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10. For greater certainty, it is understood and agreed that the Minister shall not be disentitled to receive the remuneration and benefits outlined in paragraph 6 unless, during the Transition Period, the Minister receives remuneration or compensation/benefits outlined in paragraphs 8 and 9 herein.
11. Upon receipt of a written request by the Presbytery, the Minister agrees to provide to the Presbytery an accounting of all amounts or benefits received by the Minister from ministerial or non-ministerial functions during the Transition Period. Such written request shall be given to the Minister by personal delivery, or by registered mail. The Minister agrees to provide such accounting within five (5) days following notification by the Presbytery to the Minister.
12. During the Transition Period, the Minister shall not be required to perform any ministerial functions within the Presbytery nor on behalf of the Congregation.
13. During the Transition Period, the Minister shall continue to be a member of the Presbytery and will be listed on the Appendix to the Roll of Presbytery [as “Without Charge”].
14. The parties hereto agree to co-operate with each other in fulfilling their respective obligations herein.

ACKNOWLEDGEMENT AND RELEASE BY THE MINISTER

15. The Minister acknowledges and confirms the following:
 - a) this agreement has been prepared in accordance with the decisions made at the Meeting;
 - b) he accepts the terms of this agreement and in consideration of the payments and benefits provided herein, he hereby releases and forever discharges the Presbytery and the Congregation jointly and severally from and against any and all manner of claims, demands, actions, causes of action, liabilities, complaints, damages and otherwise which he had, now has, or hereafter may have, arising from, out of, or in connection with his/ministry to the Congregation or the dissolution of the pastoral tie, including without limiting the generality of the foregoing, any remedies which may subsist in law, equity or under legislation, including *The Workplace Safety and Insurance Act*, *The Ontario Human Rights Code*, *The Employment Standards Act 2000* and in particular payments for "severance", "notice" and "termination pay" under that Act's sections 57 and 64;
 - c) he understands that if he should make any further claim or demand or commence or threaten to commence any action, proceeding or make any claim against the Presbytery and or the Congregation in respect of any matter contemplated by this agreement, this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint;
 - d) he will not appeal to the Synod of Central, Northeastern Ontario and Bermuda within The Presbyterian Church in Canada, nor to the General Assembly of The Presbyterian Church in Canada, nor to any branch of the Synod of Central, Northeastern Ontario and Bermuda within The Presbyterian Church in Canada or the General Assembly of The Presbyterian Church in Canada;
 - e) he has been given an opportunity to obtain independent legal advice with respect to the contents of this agreement and has done so or failed to do so of his own volition; and
 - f) he acknowledges having read and understood the terms of this agreement, and he is signing this agreement freely, voluntarily, and without duress.

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MISCELLANEOUS

16. Any notices or demands hereunder shall be deemed to be received on the date of personal delivery or facsimile transmission, or five (5) business days following the date of mailing.
17. This agreement constitutes the entire agreement between the Minister, the Presbytery and the Congregation with respect to the subject matter of this agreement.
18. This agreement may not be amended except by a written instrument signed by all parties hereto.
19. This agreement shall be binding upon all parties hereto, and shall ensue to the benefit of each of the parties, and their respective heirs, executors, administrators, trustees, successors and assigns.
20. This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

Name of Minister	Signature	Date

Name of Witness	Signature	Date

I have authority to bind the Presbytery of Lindsay-Peterborough, The Presbyterian Church in Canada.

Name of Officer	Signature	Date

Name of Witness	Signature	Date

I have authority to bind the Congregation of Beacan Presbyterian Church, Beaverton.

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Name of Officer

Signature

Date

Name of Witness

Signature

Date

I have authority to bind the Congregation of Knox Presbyterian Church, Gamebridge.

Name of Officer

Signature

Date

Name of Witness

Signature

Date

12:24 - Motion to adjourn. Moved by Ann Blane.

Moderator, Jim Smith, adjourned the meeting and closed with prayer.

Moderator, Jim Smith

Clerk, Janet Halstead