ANNUAL CONFERENCE 2022



The Spirit of the Lord is on me
and anointed me to bring good news to the poor,
proclaim release to the captives and recovery of sight to the blind,
to let the oppressed go free and to proclaim the year of the Lord's favor.

THE UNITED METHODISTS OF GREATER NEW JERSEY

PRE-CONFERENCE WORKBOOK ADDENDUM MAY 23 - 24, 2022

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Legislation

Church Closure

Whereas in November 1979 the GNJAC covenanted with United Presbyterian – Methodist Hispanic Church of West New York, a federated church, in accordance with Par. 209 of the 2016 Book of Discipline; and

Whereas in November 1979 the GNJAC deeded the real property to the federated church in accordance with Par. 2548 of the 2016 Book of Discipline; and

Whereas the GNJAC has no claim to any personal property on the premises; and

Whereas the federated church congregation has voted to dissolve the federated church covenant agreement with GNJAC; and

Whereas Bishop John Schol and the Cabinet agree to dissolve the federated church covenant agreement;

Now Therefore Be It Resolved that:

1) GNJAC dissolve the covenant agreement with United Presbyterian – Methodist Hispanic Church of West New York, a federated church; and

2) GNJAC celebrates the ministry and mission partnership which it had with United Presbyterian – Methodist Hispanic Church of West New York for 43 years.

Submitted by: GNJ Cabinet

A Call To Discernment And Renewal

Whereas the church and the world are emerging from a very challenging season because of the COVID-19 pandemic that calls us to renew our commitment to the mission; and

Whereas the mission of The United Methodist Church (UMC) is to make disciples of Jesus Christ for the transformation of the world, and the purpose of the Greater New Jersey Conference (GNJ) is recruiting and equipping transformational leaders that make disciples of Jesus Christ and grow vital missional congregations to transform lives, communities, and the world; and

Whereas GNJ, based in its commitment to the mission, is resourcing all GNJ congregations willing and ready to deepen faith, develop leadership, grow congregational vitality, and end the sins of racism, sexism, and exclusion; and

Whereas some of these key initiatives and resources include:

- A Journey of Hope Training and Planning *learning*, *understanding*, *and growing to end the sin of racism*.
- Pathways visioning and planning for congregations that desire to grow in health and fruitfulness in their witness and ministry in the community. Areas of focus, include,
 - Growing missional vitality training, planning, and coaching to develop and carry out a plan to grow any one or more of the following: discipleship system, worship, small groups, mission engagement, new disciples, and generosity.
 - Sustainability understanding your congregation's sustainability and how to strengthen your sustainability and financial capacity for mission.
 - Organization training, planning, and coaching to shift the local church governance structure into a simplified missional leadership board.
 - Hope Centers and Community Engagement *understanding, planning, and engaging in community with the community.*
- Growing a vital mission congregation training, planning, and coaching to develop and carry out a plan to grow any one or more of the following: worship, small groups, mission engagement, new disciples, and generosity.
- Sustainability understanding your congregation's sustainability and how to strengthen your sustainability.
- Organization training, planning, and coaching to shift the local church governance structure into a simplified missional leadership board.
- Hope Centers and Community Engagement understanding, planning, and engaging in community with the community.
- Leadership Academy training and coaching to develop the leadership capacity of congregations for vitality and fruitful witness and ministry in the community and the world.
- Next Generation reaching and equipping the church to reach a new generation of younger and more diverse young people.
- Gracious Conversations congregations seeking a facilitated conversation about theological, or political, or human sexuality understandings and differences within the congregation.
- Conflict Resolution a facilitated process for congregations experiencing conflict about direction, mission, leadership, or programing.

Whereas our denomination has gone through several challenging years related to concerns of congregations and/or pastors disaffiliating from the UMC related to differencing views, understanding and attitudes regarding human sexuality; and

Whereas, through A Way Forward, United Methodists of Greater New Jersey recognize there will be different beliefs, traditions, understandings, and attitudes relating to Christian faith and our understanding of human sexuality and will work with congregations recognizing their different beliefs and understandings, and remain united in our common mission; and

Whereas some congregations and/or pastors may choose to disaffiliate from the denomination; and Whereas discernment and renewal are spiritual practices calling us to seek God's wisdom for our future knowing all things work together for good for those who love God and who are called for the purposes of God (Romans 8:28); and

Whereas GNJ proclaims as one of its core values that Christ is the source of our faith, hope and unity.

Therefore, be it resolved that GNJ recommits to its mission and strategic priorities, goals, and resourcing strategies to recruit and equip transformational leaders that make disciples and grow vital congregations for the transformation of the world.

Be it further resolved that GNJ set as a priority for the next year as a time of *discernment* and *renewal* to assist congregations in discerning God's missional calling and move forward with their ministry emerging from the pandemic; and

Be it further resolved that GNJ will in addition to its missional priority, inform and assist any congregation seeking to disaffiliate utilizing the principles, and process set forth in paragraph 2553 of the Book of Discipline of The United Methodist Church (BOD), related to congregations considering a change in relationship to the UMC and GNJ, and the several Judicial Council rulings including but not limited to 1379, 1420, 1421, 1422, 1423, 1424 and 1425 concerning separation from the UMC, as follows:

1. Discernment Process – the cabinet will develop and carry out an up to 6-month discernment process with any church considering disaffiliating from the UMC (Judicial Council Ruling 1425).

2. Vote to Disaffiliate - following the discernment process, a Church Conference will be held to vote on disaffiliation. A 2/3's approval vote is required to disaffiliate (paragraph 2553 and Judicial Council Ruling 1379).

3. Connectional Covenant – if the congregation votes to disaffiliate by a 2/3's vote or more, the cabinet will develop a connectional covenant for disaffiliation. A connectional covenant is not a legal agreement, but a promise between GNJ and the disaffiliating congregation, and if disaffiliating to a denomination, with the receiving denomination that outlines how all parties will respect, honor, and treat one another during the disaffiliation and for five years following the disaffiliation (Judicial Council Ruling 1424).

4. Congregation Due Diligence – the disaffiliating congregation will perform all the necessary research and submit all the necessary documents and information required by the GNJ Board of Trustees to draft the Disaffiliation Agreement.

5. Disaffiliation Agreement - the GNJ Board of Trustees, with the advice of the GNJ cabinet, treasurer, benefits coordinator, the chairperson of CFA, DCM and chancellor, will draw up an agreement detailing the terms and conditions of the disaffiliation, including the effective date of disaffiliation and local church's obligations (payments/liabilities due, etc.), that will be memorialized in a binding Disaffiliation Agreement between the annual conference and the trustees of the local church, in consultation with the local church Administrative Council, acting on behalf of the congregation's members. (Paragraph 2553 and Judicial Council ruling 1379).

6. Annual Conference Approval – the annual conference at its regular annual session votes to ratify the disaffiliation agreement. A simple majority approval vote is required to approve the terms and disaffiliation (paragraph 2553 and Judicial Council ruling 1379).

- Be it further resolved that GNJ communicate to any congregation seeking to disaffiliate that it has until
- 2 December 31, 2023, to pay for and complete all the items in the term sheet to disaffiliate. (Paragraph
- 3 2553, BOD).

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- 5 Presented by
- 6 The GNJ Cabinet
- 7 The GNJ Board of Trustees
- 8 The GNJ Connectional Table

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NOTE: Further information is available on the GNJ website at www.gnjumc.org about each of the ministries and resources above and are included in the information section of this addendum.

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The St. John UMC Fund

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Whereas the 2020 Annual Conference Session by more than 90% approved A Journey of Hope Plan and legislation (Plan); and

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Whereas a part of the legislation created a \$1 million St. John UMC Fund (Fund) for the preservation of the St. John UMC Native American property including the burial ground; and

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Whereas the Plan also included deeding discontinued or abandoned United Methodist Church property to Lenni Lenape Tribe (Tribe) that once belonged to the Tribe before they were relocated to a reservation in the Pinelands; and

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Whereas the Board of Trustees are seeking further guidance and funding to transfer the land to the Tribe; and

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Whereas CFA approved adding \$300,000 to the St. John UMC Fund (bringing the total to \$1.3M) using a portion of the 2021 operating budget surplus to facilitate the costs associated with the transfer of land, addressing the funding concern from the Board of Trustees;

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Therefore, be it resolved that the Fund may be used to:

buildings and grounds,

- 33 34
- 08302, as a historic United Methodist Church site and cultural center,If and when the St. John UMC closes, pay for the utilities, operations and upgrade of the

35 36 37

 Transfer buildings, grounds and cemetery together of discontinued or abandoned United Methodist Church within the boundaries outlined in the Plan as is and so that the Tribe has the right of first refusal (UMC Church Transfer);

1. Preserve the St. John UMC building and burial ground located at 680 Fordville Rd, Bridgeton, NJ,

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Be it further resolved that the Fund shall be administered by five Stewards (Stewards) with the following stipulations:

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 The Annual Conference Session upon nomination of one member each by the St. John UMC Charge Conference, GNJ Committee on Native American Ministry (CONAM), Conference Board of Trustees (with property maintenance and preservation skills), Council on Finance and Administration (with budgeting and fund management skills), and Cabinet. If St. John UMC should ever be discontinued, CONAM shall then nominate two Stewards,

- 2. The Stewards shall have an interest and commitment to Native American culture and history, completed A Journey of Hope training, and demonstrate a willingness to be a steward of the Fund and steward the St. John UMC property if the congregation discontinues,
- The nominations of Stewards shall be overseen by the GNJ nominations committee who shall
 arrange the nominees in classes and present the nominees to the Annual Conference Session for
 election,
- 4. Interim vacancies may be appointed by the Connectional Table until the next Annual Conference session elects to fill the vacancies. The Connectional Table shall receive a new nominee for appointment from the group which has an opening; and

10 Be it further resolved that the Stewards administer the Fund so that it perpetually:

- 1. Preserves the St. John UMC and grounds as a historic and cultural site,
- 2. Transfers discontinued or abandoned UMC property in the designated area; and

Be it further resolved that the Stewards allocate funds using the following parameters:

- 1. Up to a maximum of \$65,000 per UMC Church Transfer when such a transfer is deemed will occur only when the Tribe agrees in writing to the term sheet approved by the GNJ Board of Trustees. The maximum of allocated funds will increase at 2% per year for inflation, and may be used to transfer property to the Tribe to provide for transfer fees, mitigation of environmental concerns, address municipality, county and state requirements, debt to non GNJ entities, and perpetual care funds when a cemetery is being transferred,
- 2. Up to \$5,000 per year through 2029 may be used for St. John UMC property for signage, United Methodist historic land markings, and other items for historic preservation. After 2029, the Trustees may allocate up to a 5% of the Fund's amount on January 1 of that year for UMC Church transfer costs and the preservation, care, operation, and maintenance of the St. John UMC property as a historic United Methodist Church site and cultural center (St. John UMC Expenditures) during that year,
- 3. If more that 5% is needed in any given year after 2024 for UMC Church Transfer costs and/or St. John UMC Expenditures, the Stewards may appeal to the GNJ Council on Finance and Administration (CFA) to request additional money from the Fund, concurrently submitting evidence of how after incorporating the requested draw the fund model shows sufficient resources to ensure the perpetual preservation of St. John UMC building and property, as well as the ability to continue to transfer property to the Tribe. CFA shall review the proposal and model for perpetual care and approve or deny the request.

Be it further resolved that the Fund description be rewritten as follows.

St. John UMC Fund (Fund), funds the following:

- 1) the preservation of the St. John UMC building and burial ground located at 680 Fordville Rd, Bridgeton, NJ, 08302, as a historic United Methodist Church site and cultural center,
- 2) the maintenance of the St. John UMC Native American burial ground, and
- 3) provides funding to support the return of UMC church property in Cumberland County and the Eastern portion of Salem County including church property along the Delaware River to the Lenni Lenape Tribe (Tribe). St. John is the fifth oldest Native American United Methodist Church and the oldest in New Jersey.

1 The Stewards will be advised of discontinued or abandoned property on Lenni Lenape land within the 2 boundaries outlined in the Plan and then shall offer a term sheet drawn up by the Board of Trustees 3 according to A Journey of Hope Plan and legislation to the Native American Nanticoke Lenni Lenape 4 Tribe through the Tribal Council. If the Tribe declines the property, the Board of Trustees shall sell the 5 property according to The Book of Discipline and GNJ legislation. 6 7 Submitted by: 8 **GNJ Board of Trustees** 9 GNJ Council on Finance and Administration 10 **GNJ Cabinet** 11 **GNJ Connectional Table GNJ Committee on Native American Ministries** 12 13 14

Informational 1 **Connectional Covenant** 2 3 Between 4 Church (Disaffiliating Congregation) and its predecessor congregations and 5 (Affiliating Denomination) (removed if the church The denomination it joins 6 does not join a denomination) 7 and 8 The United Methodist Church of Greater New Jersey (GNJ) and its predecessor bodies 9 10 We are the body of Christ (I Corinthians 12). While made up of different parts, together, we seek to 11 bring honor and glory to God. While from time to time, the body of Christ divides and multiplies, we are 12 still connected through Jesus Christ (Colossians 3:12-17). 13 14 This Connectional Covenant (Covenant) offers the opportunity for all to honor God, respectfully discern 15 a path forward, disaffiliate and identify opportunities for continued collaborative ministry and missional 16 engagement. 17 18 **Ministries and Missional Engagement after Disaffiliation** 19 Laity, clergy, and congregations are encouraged to continue to share in one another's ministries, 20 programs, and outreach. This includes, but is not limited to, the following ministries. 21 Seasonal special services during the Christian year. 22 Sacraments, as permitted by one another's denominations. 23 Presiding at weddings and funerals as permitted by one another's denominations. 24 Fellowship, Bible studies and outreach ministries. 25 United Methodist Men, United Women in Faith and NextGen activities. 26 Volunteer mission projects 27 Volunteers in Mission 28 Youth programs 29 **Pulpit exchanges** 30 Joint programs to end the sins of racism, sexism, and exclusion 31 32 Communication 33 Honoring one another as beloved children of God, and for the sake of our common mission of making 34 disciples of Jesus Christ, the Disaffiliating Congregation, GNJ and the Affiliating Denomination, and their 35 leadership, pledge not to disparage or undermine one another's ministries through any internal or 36 public communication media or outlet. (Mathew 28:19, John 13:35) 37 38 GNJ will state the following message in any public information related to the Disaffiliating Congregation 39 40 The ______ congregation after prayer and discernment has (become an independent 41 congregation or affiliated with the _____ (Affiliating Denomination). 42 The churches and leadership of GNJ pray God's blessing upon the _ congregation and 43 look forward to opportunities to serve God together for the benefit of the community. 44

1	The Disaffiliating Congregation and the Affiliating Denomination it joins will state the following
2	concerning disaffiliation from the United Methodist Church or GNJ.
3	
4	The Church after prayer and discernment has (become an independent
5	congregation (or affiliated with the denomination).
6	
7	The Disaffiliating Congregation is welcome to share its ministry and future vision and mission.
8	In speaking with the press regarding the disaffiliation, the Disaffiliating Congregation is only to
9	use the above statement.
10	
11	Reunification
12	While we find ourselves in a season of difference, it does not need to define the future. GNJ remains
13	open to the work of the Holy Spirit and future reunification (Revelation 7:9).
14	In Chairt
15	In Christ,
16 17	
18	
19	Representative from Disaffiliating Congregation Date
20	Representative non-bisarmating congregation but
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23	Representative from Affiliating Denomination Date
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27	Bishop John R. Schol, Resident Bishop, GNJ Date
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Disaffiliation Terms Worksheet

Pursuant to ¶2553 in the *Book of Discipline*, the GNJ Board of Trustees, in collaboration with the GNJ cabinet, treasurer, benefits coordinator, the chairperson of CFA, DCM and chancellor, have identified the following required actions/items for local churches seeking disaffiliation from The United Methodist Church (UMC).

Due Diligence

The disaffiliating congregation will perform all the necessary research and submit all the necessary documents and information required by the GNJ Board of Trustees to draft the terms sheet.

- 7. The time, date, and location of the disaffiliation vote.
- 8. The method(s) used to announce the special church conference to church members.
- 9. The disaffiliation resolution voted on by the church conference and the votes for and against for each vote.
- 10. Copy of the official minutes of the meeting.
- 11. Present Articles of Incorporation and Bylaws (if there are any bylaws in addition to the Book of Discipline).
- 12. The names and contact information of all current trustees and other fiduciaries of the church.
- 13. Copies of deeds for all owned property.
- 14. Copies of mortgages and other liens against the church entity and real property.
- 15. Appraisal of all local church properties performed by an appraiser certified by the New Jersey
 State Board of Certified Real Estate Appraisers.
 - 16. Balance sheets for the past three years.
 - 17. Profit and Loss statements for the last three years.
 - 18. All monthly or quarterly bank and investment account statements for the last three years except funds invested through the GNJ Foundation.
 - 19. Statements for all mortgages and other debt incurred or loans made.
- 29 20. Audit reports for the last three years.
 - 21. If the local church has any endowments, trusts, memorials or restricted funds, a copy of all underlying trust documents, contracts, or wills that restrict the use of such funds; and if there is a related entity, such as a cemetery or preschool, please also provide items (5-14), above, for such entity.
 - 22. Notarized certification that the disaffiliating church has no pending lawsuit, charge, complaint or other action against GNJ.
 - 23. A standard title search process is completed by a licensed title company in the state where the real property resides for all real properties that will be released to the disaffiliating church.

Requests for additional information will be made as needed.

Required Payments

Unless a different date is specified, the disaffiliating congregations must satisfy the following payments before the disaffiliation date and/or not later than December 31, 2023.

- 1. Any unpaid apportionments for the 12 months prior to the disaffiliation date, as well as an additional 12 months of apportionments.
- 2. Any unpaid GNJ billings for the present calendar year, as well as all unpaid billings in previous years.
 - 3. Any GNJ grants received in the present calendar year, and the past two calendar years.
 - 4. All unfunded pension liabilities as identified by Wespath and apportioned by the GNJ Board of Pension and Benefits.
 - 5. All unfunded retiree health care liabilities as apportioned by the GNJ Board of Pension and Benefits.
 - 6. All BSA settlement contributions as apportioned by the GNJ Council on Finance and Administration (CFA).
 - 7. Any outstanding loans as identified by GNJ Loan Board; CFA or the GNJ Board of Trustees.
 - 8. For congregations that disaffiliate, and their appointed pastor(s) remain(s) in the UMC, the estimated clergy compensation including housing and benefits for 18 months and maximum moving expenses for two moves per individual. If an appointment is identified for the impacted pastor by June 30, 2024, any unused portion from this item will be reimbursed to the disaffiliating congregation by August 1, 2024
 - 9. All property and congregational transfer costs including GNJ legal fees.
 - 10. All court costs and GNJ legal fees related to disaffiliation or suits related to disaffiliation of the church.
 - 11. A Missional Transitional Support that will be assessed by multiplying the three-year average of the total amount of all cash, bank balances, investments, endowments, and reserves by the percent of the votes against disaffiliation during the Church conference vote.
 - 12. A \$3,500 administrative fee to defray the cost of the discernment and disaffiliation guides that will be used by the GNJ cabinet and the board of trustees to facilitate the process. Any unused portion of the administrative fee will be reimbursed to the disaffiliating church by or no later than 10 days after the disaffiliation date.
 - 13. Any other fees and costs identified by the GNJ Board of Trustees including but not limited to the determination that a contribution is in order related to the congregation's real property. These may vary per case.

Other Actions/Items Required by the Disaffiliation Date

1. Disaffiliating Church will cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same.

2. Disaffiliating Church will cease to use, and will ensure that any affiliates of Disaffiliating Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Disaffiliating Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church, with the exception of finalizing year-end financial documents and reporting related to Disaffiliating Church. Disaffiliating Church and any of its affiliates which have been included in the group tax exemption ruling will be removed without notice as of the Disaffiliation Date.

- 3. Disaffiliating Church will indemnify and hold harmless to the fullest extent permitted by law, including reasonable attorneys' fees and litigation expenses, GNJ, its officials, employees' agents, successors, and assigns, from all claims and/or lawsuits, known or unknown, asserted or that may ever hereafter be asserted against GNJ arising out of and/or related to disaffiliating church's role as a Sponsoring Institution for a BSA Troop.
- 4. Disaffiliating Church will take all steps necessary to [close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents,] as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of GNJ.
- 5. Upon the completion of all of their respective obligations herein, GNJ and Disaffiliating Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which GNJ or Disaffiliating ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other.
- 6. The disaffiliating church will hold harmless and indemnify GNJ from all claims, demands, costs, expenses, lawsuits, or other claims of whatever nature arising out of or related to acts or omissions involving the disaffiliating church and/or its officers, trustees, and representatives, including those directly or indirectly related to any Boy Scout of America activities that may have been sponsored by the disaffiliating church.
- 7. The disaffiliating church may continue to sponsor benefit plans from the General Board of Pension and Health Benefits to the extent permitted by federal law, and provided that disaffiliating church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.

St. John UMC Fund Procedures

Procedures for Allocating Funds

- 1. The St. John UMC Fund (Fund) funds St. John UMC's located at 680 Fordville Rd, Bridgeton, NJ, 08302, as a church building and historical site and cultural center, the maintenance of the St. John UMC Native American burial ground, and provides funding to support the return of discontinued or abandon UMC church property in Cumberland County and the Eastern portion of Salem County including church property along the Delaware River to the Native American Nanticoke Lenni Lenape Tribe (Tribe) through the Tribal Council. If the St. John UMC is discontinued or abandoned, funds shall be used for repairs, maintenance, and preservation of the St. John UMC property including the burial ground.
- 2. The Fund is to be invested through The United Methodist Stewardship Foundation of Greater New Jersey.
- 3. Funds are to be administered by the St. John UMC Fund Stewards (Stewards) as elected by the Annual Conference. Five stewards shall be nominated by one each from the St. John UMC Charge Conference and the following GNJ entities: Board of Trustees, Council on Finance and Administration, CONAM, and Cabinet. If St. John UMC is discontinued, CONAM will nominate two persons. The nominations shall be overseen by the GNJ nominations committee who will arrange nominees in classes and present the nominees to the Annual Conference Session for election. Interim vacancies may be appointed by the Connectional Table until the next Annual Conference session. The Connectional Table shall receive a new nominee for appointment from the group which has an opening. In addition to administering the Fund, if St. John UMC is ever discontinued as a United Methodist Church, the Stewards are to work with the Tribe, to care, maintain and preserve St. John as a historic church building and Native American Cultural Center.
- 4. Any funds used for the preservation and maintenance of St. John UMC must be approved by four of the five voting Fund Stewards. The funds may be allocated by the Stewards for the items outlined below.

Maintenance and Repairs

- a. Repairs, maintenance, and upkeep of the interior and exterior of the buildings and grounds.
- b. Repair and replacement of mechanicals, roof, windows, and siding.
- c. Weatherization and energy efficiency.
- d. If and when the congregation ceases, the Stewards shall ensure the payment of utilities, items a, b, and c, and a part time maintenance person or contract for maintenance and care of the property.

Preservation and Interpretation of the History of St. John UMC and the Lenni Lenape Tribe

- a. Historic furnishings and repair of furnishings and artifacts.
- b. Display cases for artifacts.
- c. Signage that promotes and communicates about the history and traditions of the Church and Lenni Lenape Tribe.

Transfer of Property and Land

- a. Up to \$65,000 per UMC Church Transfer on an increasing basis at 2% per year (see the St. John UMC Fund financial model) may be allocated per church closure. If the Stewards feel there is insufficient funding to fund the transfer of several church properties in a year, the Stewards may lower the amount available per church to transfer land each year. The Fund may be allocated by the Stewards for the following purposes:
 - i. Transfer costs for both GNJ and the Tribe.
 - ii. Address and remediate any environmental issues as required.
 - iii. Address any state, county or municipality required expenditures to transfer the property.
 - iv. When the transfer of property to the Tribe includes a cemetery, perpetual care funds, if needed, are to be a part of the \$65,000. The amount needed for perpetual care funds is determined by using the state guidelines for these funds. If the discontinued or abandoned church has perpetual care funds and those funds are sufficient to meet the state guidelines, then use of any of the \$65,000 will not be necessary for perpetual care of the cemetery. However, if the discontinued or abandoned church either has no such fund, or the fund does not meet the state guidelines, then the needed additional monies to meet the guidelines shall be used as part of the \$65,000 allocated for transferring that particular church property for use by the Tribe to care for the cemetery.
 - v. Pay debt or encumbrances for non GNJ debt or encumbrances. Any GNJ debt shall be forgiven.
- 5. The Stewards are to make disbursements as outlined above and are to follow and update the model associated with the Fund. While there may be worthy goals and plans by St. John UMC, or GNJ representatives, or the Tribe, the Fund must be available in perpetuity for the purposes of the Fund and the Stewards are to manage the Fund so that there will always be appropriate funding to preserve the St. John UMC property. While the model is a guideline, it is to be administered so that there is continual growth of the Fund's corpus after 2025. Market fluctuations will impact the corpus in any given year, but the Stewards have the ultimate responsibility to grow the corpus to keep up with inflation and provide funding for the preservation of St. John UMC building and grounds and the transfer of land. The model is currently based on 2% increases in the cost to transfer and an average of 7.5% investment return for the Fund which will need to be updated on an ongoing basis to be realistic. Further, after year 2024, the fund should avoid using more than 5% of the fund in any given year.
- 6. The Fund is a designated fund of GNJ, and if at any time the Fund is no longer needed for its intended purpose, the Annual Conference session may redirect the funds.

Procedures for Returning Property to the Lenni Lenape Tribe

- 1. The following is a list of "land return" churches whose original owners were the Lenni Lenape Tribe (Tribe), and whose boundaries are outlined in A Journey of Hope Plan legislation and have been agreed to by the Tribal Council, CONAM and the District Superintendent.
- Church names and locations are only to be listed with the Trustees and Stewards because a public listing may create unnecessary and harmful attention for the congregations and the work of superintending. Add church full name and address.

- 2. When confirmed that a congregation is discontinued or has been abandoned, a projected date of the transfer is identified, and the Stewards offer the land to the Tribal Council. The Superintendent will notify the Board of Trustee Chairperson and the Chairperson of the Stewards who will contact the designated person of the Tribe carrying out GNJ's commitment to address past harm through the transfer of property.
- 3. The CFO/Treasurer on behalf of the GNJ Board of Trustees will develop the proposed term sheet for the transfer of the land to be approved by the GNJ Board of Trustees. The Term Sheet is to identify any deed restrictions and reversion clauses which shall be followed and shall include the entire property including but not limited to all land, buildings, and cemetery.
- 4. The Term Sheet shall be presented by the chairperson of the Stewards to the representative of the Tribe. The Tribe shall have 60 days from the date of receipt of the Term Sheet for due diligence and the GNJ Board of Trustees shall offer any assistance as needed.
- 5. The cost for transfer of the property is calculated based on the following.

- a. Up to \$65,000 per UMC Church Transfer on an increasing basis at 2% per year (see the St. John UMC Fund model) may be allocated per church discontinuance. If the Stewards feel there is insufficient funding to fund the transfer several church properties each year, the Stewards may lower the amount available per church to transfer land in that given year. The Fund may be used for the following purposes:
 - i. Transfer costs for both GNJ and the Tribe.
 - ii. Address and remediate any environmental issues as required.
 - iii. Address any state, county, or municipality required expenditures to transfer the property.
 - iv. When the transfer of property to the Tribe includes a cemetery, perpetual care funds, if needed, are to be taken from the \$65,000. The amount needed for perpetual care funds is determined by using the state guidelines for these funds. If the discontinued or abandoned church has perpetual care funds and those funds are sufficient to meet the state guidelines, then use of any of the \$65,000 will not be necessary for perpetual care of the cemetery. However, if the discontinued or abandoned church either has no such fund, or the fund does not meet the state guidelines, then the additional needed monies to meet the guidelines shall be taken from the \$65,000 allocated for transferring that particular church property for use by the Tribe to care for the cemetery.
 - v. Pay debt or encumbrances for non GNJ debt or encumbrances. Any GNJ debt shall be forgiven.
- 6. The Tribe has first right of refusal. If the Tribe declines to receive the property, the chairperson of the Stewards will report the decision to the GNJ Board of Trustees who will proceed with the disposition of the property according to The Book of Discipline and GNJ policies and procedures.
- 7. If the Tribe moves forward with taking possession of the land, once the Term Sheet is fulfilled, the Tribe shall take ownership and responsibility of the land.
- 8. For any of the identified churches on Native American Land that seeks to leave the denomination through prescribed procedures in The United Methodist Book of Discipline, a Reversion Clause shall be added to the deed at the expense of the disaffiliating church that shall state, "upon the sale or merger of the church with another congregation or denomination, the

- property is to revert back to the Lenni Lenape Tribe with all encumbrances paid for by the disaffiliated congregation and/or the denomination with which the church affiliated."
- 9. A ceremony as appropriate may be conducted by the Tribal Council and an invitation may be extended to United Methodists of Greater New Jersey.



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