

IN THE WESTERN PENNSYLVANIA ANNUAL  
CONFERENCE of the UNITED METHODIST CHURCH

DISAFFILIATION AGREEMENT PURSUANT TO ¶2553

This Disaffiliation Agreement Pursuant to ¶ 2553 (“Disaffiliation Agreement”) is entered into this 6th day of December, 2022 by and between:

Charter Oak UM Church (“Local Church”),  
designated by GCFA as # 97411

AND

WESTERN PENNSYLVANIA ANNUAL CONFERENCE of the  
UNITED METHODIST CHURCH, (“WPACUMC”).

WHEREAS, Local Church is a United Methodist church within the boundaries of WPACUMC;  
and

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of the United Methodist Church, 2016, as amended 2019 (BOD)*, at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from the United Methodist Church “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality of the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow;” and

WHEREAS, pursuant to ¶ 2501.1 of the *BOD*, Local Church holds its real and personal, tangible and intangible property “in trust for the United Methodist Church and subject to the provisions of its *BOD*;” and

WHEREAS, property subject to ¶ 2501.1 “can be released from the trust, transferred free of trust or subordinated to the interest of creditors and other third parties only to the extent authority is given by the *BOD*.” (¶2501.2); and

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to *BOD* ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from the United Methodist Church to be "memorialized in a binding Disaffiliation Agreement;" and

WHEREAS, Local Church and WPACUMC wish to 1) resolve all matters between them, and Local Church wishes to acquire from WPACUMC, all of WPACUMC's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and 2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379; and

WHEREAS, the members of the Local Church and members of the WPACUMC see one another as brothers and sisters in Christ and, as such, the Local Church and WPACUMC come to this agreement in good faith and with Christian love and affection for one another.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and WPACUMC agree as follows:

1. Conditions Precedent. Local Church and WPACUMC acknowledge and agree:

- a. *Church Conference Vote.* In accord with ¶ 2553.1 *BOD*, Local Church has held a church conference and by at least a two-thirds (2/3) majority vote of the professing members present did elect to disaffiliate from the United Methodist Church. Said action was taken by Local Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of WPACUMC related to these issues". The local Church must have provided documentation to the satisfaction of the Trustees of the WPACUMC which supports the result of the disaffiliation vote taken at the Church Conference. Said documentation certified by an authorized officer of the Local Church is included as Addendum "A" attached to this Disaffiliation Agreement; AND,
- b. *Affirmation Vote.* Within sixty (60) days of the date of this Disaffiliation Agreement, the Local Church shall convene a church conference wherein this Agreement shall be ratified by at least two-thirds (2/3) majority of the professing members present; AND,

- c. *WPACUMC Vote.* This Disaffiliation Agreement must be “ratified by a simple majority of the members . . . present and voting” at a duly called session of WPACUMC Annual Conference 2023, as required by Judicial Council *Decision* 1379 and BOD ¶ 2529.1b(3).

**Unless all three of the above actions are affirmatively approved (“a”, “b” and “c”), this Disaffiliation Agreement shall immediately become null and void.**

2. Applicability of BOD ¶ 2501. Local Church acknowledges and agrees that pursuant to BOD ¶ 2501, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of United Methodist Church.
3. Date of Final Disaffiliation and Settlement. Should Local Church timely comply with all of its obligations as set forth herein, the date of Local Church’s Final Disaffiliation and Settlement from The United Methodist Church will be on or before 60 days following the WPACUMC duly called Annual Conference Session 2023. Such Final Disaffiliation and Settlement Date **must** be subsequent to the WPACUMC’s ratification referenced in Section 1.c. above.
4. Local Church’s Obligations. Unless a different date is specified, Local Church shall, no later than the Final Disaffiliation and Settlement Date, do the following:
  - a. *Payments.* Local Church shall pay to WPACUMC, in a manner specified by WPACUMC’s Trustees, the following:
    - i. The sum of one hundred fifty thousand (\$150,000) Dollars in exchange for the right to retain its real and personal, tangible and intangible property, free from the Trust Clause, subject to the terms set forth in the balance of this agreement. Documentation of the Local Church assets are disclosed and verified by the duly authorized representatives of Local Church in Addendum “B”, attached hereto.
    - ii. Any costs relating to the Local Church’s retention of its property will be borne by the Local Church.

e. *Other Terms and Conditions.* Such conditions have been established by the board of trustees of WPACUMC, with the advice of the cabinet, the annual conference treasurer, the annual conference benefits officer, the director of connectional ministries, and the annual conference chancellor. BOD ¶ 2553.4.

i. *Records.* Local Church shall turn over to WPACUMC all archives, membership rolls, and historical documents. Such documents shall include the funerals, baptisms and weddings, as well as all trustee, committee, and council meeting minutes. This is not intended to prevent Local Church from retaining a copy of said documents.

ii. *Cemeteries.* If Local Church has a cemetery, columbarium, mausoleum, or other place for the disposition of human remains, Local Church shall provide certified copies of the records related to said property and the persons and families cared for in that place to be kept in the WPACUMC archives. Local Church shall take full title of said property, providing continued access for families and loved ones of United Methodists interred there, while providing perpetual care, maintenance and upkeep of it.

5. Organizational Transition. Local Church, its successors and assigns, shall 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 WPACUMC. Local Church and its successor(s) in interest shall indemnify, defend, and hold harmless WPACUMC and its officer, directors, agents, and employees from any liability or costs, including reasonable attorney fees, resulting from any claim, action or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required in this Section 5.

6. Property. On the Final Disaffiliation and Settlement Date, Local Church will have full ownership of the property and those assets which can be transferred, as listed in Addendum "B". The parties shall ensure all necessary transfers, or other transactions relating to the properties on Addendum "B" are completed prior to the Final Disaffiliation and Settlement Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. After Local Church has made all of the payments pursuant to paragraph 4a.; handled of the liabilities pursuant to paragraph 4b; and complied with all other terms of

this Agreement, WPACUMC shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of the WPACUMC's interest – both for itself and on behalf of The United Methodist Church – in the real and personal, tangible, and intangible property of Local Church. Any deeds of real property from the WPACUMC or documents transferring any personal property to the local church shall be in the nature of Quitclaim deeds and shall not warrant, generally or specially, anything about the state of the title to the real or personal property. The specific timing of these transactions shall be determined the WPACUMC board of trustees, with the advice of the cabinet, the WPACUMC treasurer, the WPACUMC benefits officer, the director of connectional ministries, and the WPACUMC chancellor, as needed to comply with Pennsylvania law and the *Book of Discipline*.

7. Release of Claims. Upon the completion of all of their respective obligations herein, WPACUMC and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, agents, 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 Annual Conference or Local Church 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. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
8. Future Liabilities. Notwithstanding the terms of paragraph 7, in the event that WPACUMC is ever held liable for any conduct of Local Church for actions of Local Church before the effective date of this Agreement, then Local Church, its members, officers, pastors, board

of trustees, its successors and assigns, agree to indemnify and hold harmless Annual Conference for such liability. Such liability may arise but is not limited to claims against Annual Conference due to the relationship of Local Church to a Boy Scout Unit, sexual harassment or assault allegations, boundary line or property use disputes, employment issues, negligence, and tax matters.

9. Confidentiality. The parties to this Disaffiliation Agreement shall keep the terms of this Agreement strictly confidential and shall be prohibited from disclosing the terms of this Agreement to any third party or parties without a Court Order requiring the same. Insofar as a party receives a demand or request for a Court Order requiring disclosure of the terms of this Agreement, it shall provide the other parties reasonable notice and opportunity to contest the same. The parties shall not be precluded from sharing the terms of this agreement with their accounting, legal or tax advisors as may be reasonably necessary in the regular course of their businesses.
  
10. Dispute Resolution. Should a dispute arise out of, or relates to, any term of this agreement, and if the dispute cannot be resolved through good faith negotiations, the Local Church and WPACUMC agree to submit their dispute to mediation with an agreed upon mediator located in Western Pennsylvania within thirty (30) days of the date of this Agreement prior to filing a lawsuit. Notwithstanding the foregoing, in the event that Local Church or its successor(s) or assign(s) violate any material provisions of this Agreement or violate the Intellectual Property or Confidentiality provisions of this Agreement, WPACUMC or its designee may immediately proceed to Court to seek an injunction or other appropriate relief. Mediation is to commence within sixty (60) days after either party presents a written communication to the other party to finally resolve the dispute, after negotiation has failed. The Local Church and WPACUMC agree to mutually select the mediator and to share the cost for mediation equally.
  
11. Time Limit. The date of Final Disaffiliation and Settlement and all dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding. The parties may mutually agree in writing to modify or extend such dates.

PROVIDED HOWEVER, that should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.

12. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (a/k/a Wespath), to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
13. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.
14. Authority. Each person executing this Agreement and the Addenda attached hereto, represents and warrants that they are of legal age, is competent to enter into this Agreement, is relying on independent judgment and has not been influenced, pressured or coerced to any extent whatsoever in making this Agreement by any representations or statements made by other parties or by any person or persons representing other parties and that the person executing this Agreement is authorized to do so. The parties further acknowledge that each has been represented by legal counsel in negotiating this Agreement, or has had the opportunity to be so represented, and that they intend that the provisions of this Agreement not be interpreted or construed against either party due to the fact that such party may have been responsible for the drafting of this Agreement. Each person executing this Agreement further represents that he or she has authority to enter into this Agreement on behalf of the Local Church or the WPACUMC.

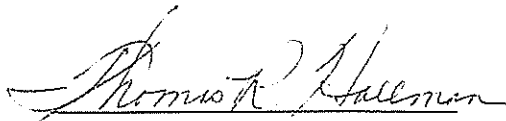
IN WITNESS WHEREOF, and intending to be legally bound thereby, the undersigned have caused this Agreement to be duly executed the day and year first above written.

Signed, sealed and delivered

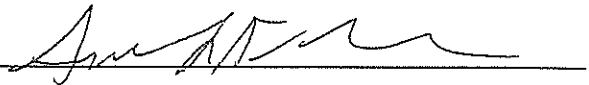
In the presence of:

WITNESS:

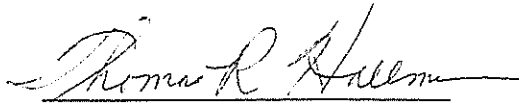
**WESTERN PENNSYLVANIA ANNUAL CONFERENCE of the UNITED METHODIST CHURCH, a Pennsylvania non-profit corporation**



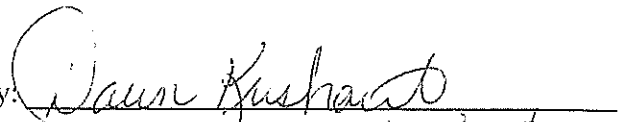
Witness

By: 

Print Name: SCOTT L.F. GALLAGHER  
Trustee Chair Western Pennsylvania Annual Conference of the United Methodist Church

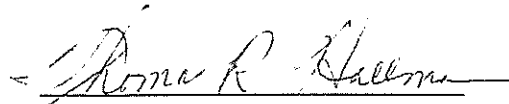


Witness


By: 

Print Name: Dawn Kriskart  
Trustee of the Western Pennsylvania Annual Conference of the United Methodist Church

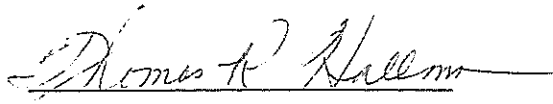
**Charter Oak UM Church**



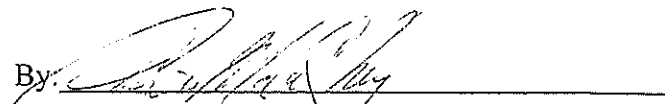
Witness

By: 

Print Name: Nathan J. Anderson  
Charter Oak UM Church Representative



Witness

By: 

Print Name:  
Charter Oak UM Church Representative



ADDENDUM A

LOCAL CHURCH DISAFFILIATION AGREEMENT Certification of  
Charter Oak UM Church Church Conference Vote

Local Church representatives and signators herein, each certify that:

1. After a period of discernment by the congregation of the United Methodist Church members of the Local Church; and
2. A church conference was called by the Superintendent of the Greensburg District of said Local church; and
3. By a vote of at least two-thirds (2/3) of the Local Church's professing members present at the church conference on November 6, 2022, voted to disaffiliate from the United Methodist Church for the following reason(s):

For reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference. This action is taken with the understanding that the Traditional Plan was adopted at the 2019 Special General Conference. OR The actions or inactions of Western Pennsylvania Annual Conference of the United Methodist Church described below, related to these issues.

Certified that the above answers are true and correct for the professing members who voted to disaffiliate from the United Methodist Church.

**Charter Oak UM Church**

By: [Signature]  
Print Name: Ethan Anderson  
Title: Church Council Chair  
(Position in local church)

**Charter Oak UM Church**

By: [Signature]  
Print Name: Justin Maloney  
Title: Treasurer  
(Position in local Church)

**PURPOSE**

As part of the Western Pennsylvania Conference of The United Methodist Church (“WPAUMC”) disaffiliation process under *Book of Discipline* ¶2553, transparency around the disaffiliating church’s (“Church”) property and financial obligations will be critical to enabling discussions between established WPAUMC Trustees and Church representatives, as well as the smooth and timely completion of the disaffiliation process. As such, each local church that has voted to proceed with disaffiliation shall complete the following disclosure statement. *Please note that this only includes those items that would be applicable to WPAUMC Disaffiliation Agreement.*

**ENDOWMENTS, INVESTMENTS & OTHER FINANCIAL ASSETS (Foundation Accounts, Brokerage, Annuities)**

Any funds (i.e., endowments, trusts, other accounts) that have entitlement restrictions, as stipulated by the donor, or set forth in some other type of agreement, will need to be reviewed by legal counsel (Church and Conference Chancellor), to ensure that those restrictions are honored.

Account Name (Type)	Balance	As of Date
Key Bank Checking	19,209.02	12/1/22
Checking	66,235.23	12/1/22
Investment-Money Market	1,322,546.41	12/1/22

**REAL ESTATE**

The disaffiliating church agrees to retain ALL of their real estate (i.e., church buildings, parsonages, vacant lots, parking lots, cemeteries). Please list all real estate holdings below. The disaffiliating church will remit to WPAUMC an amount equivalent to 2% of the amount reported on Line 24 of the 2021 statistical report (*The estimated market value of buildings, parsonages, vehicles and equipment, plus the value of parsonage related assets*).

Property Name, Address, Type	Parcel # (or other ID # from tax records)
413 Frye Farm Rd., Greensburg, PA 15601	61-12-00-0-060
449 Frye Farm Rd., Greensburg, PA 15601	61-12-00-0-274
100 S. Second St., Jeannette, PA 15644	14-01-16-0-316
JN Parking Lot	14-01-16-0-318


**DEBTS / OBLIGATIONS**

The disaffiliating church agrees to retain ALL of their debts or other obligations for which they are contractually obligate (e.g., mortgages, liens, lines of credit, leases, credit card balances, arrearages in Conference pension and healthcare premiums, arrearages in Conference workers compensation premiums).

Debt / Obligation Type / Creditor Name	Balance	As of Date
Mortgage - Commercial National Bank of PA	1,428,825.63	12/1/22

If the local church is unable to satisfy these obligations, or otherwise assume the liability as a successor entity, subsequent to the Annual Conference approval of their disaffiliation, they may be unable to complete their disaffiliation process.

To the best of our knowledge, the information disclosed herein is complete and accurate.

<b>Church Name:</b>	Charter Oak UM Church
<b>GCFA #:</b>	97411
<b>Authorized Representative Name:</b>	Ty Holler / Angie Cosner
<b>Authorized Representative Title:</b>	Executive Assistant / Business Manager
<b>Authorized Representative Signature:</b>	
<b>Date Submitted:</b>	12-1-22

## ADDENDUM C

### Requirement for Discussion of Financial Obligation

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Church Name: **Charter Oak United Methodist Church**

The following information must be presented to each congregation member in advance of the second disaffiliation church conference, in written form, along with a signed copy of the Conference Trustee Binding Disaffiliation Agreement (which includes Addendum A & B). Also, these documents must be given to each member attending the second church conference on the day of the second special disaffiliation church conference. Copies of this Addendum must be sent to the district office at [greensburg.office@wpaumc.org](mailto:greensburg.office@wpaumc.org), no later than one week prior to the second church conference.

Please note that failure to comply with these requirements will result in the second church conference being rescheduled.

What is the church's plan for payment of the financial obligation of the Trustee Binding Agreement?

Write a check for the agreed upon amount on the agreed upon date.

If from existing church funds, what funds are being used?

Disaffiliation Fund and Cash on Hand

What percentage of the total existing funds are being used?

100% from the  
Disaffiliation Fund and  
% TBD from Cash on  
Hand

If in the form of a loan, what institution will guarantee the loan and what are the terms of the loan?

Interviewing Banks

What is the 5-year plan for repayment of the loan?

Use of the savings from the yearly Connectional Apportionment

If the congregation should vote to disaffiliate from the United Methodist Church, what percentage of the church membership will seek to transfer their membership to another church? (Please poll your congregation ahead of time to calculate this figure.)

Unknown

What is the anticipated amount of lost giving units/income due to members/attendees leaving the church as a result of an anticipated disaffiliation vote? Unknown

**Charter Oak United Methodist Church**  
**Resolution to Ratify the Disaffiliation Agreement with the**  
**Western Pennsylvania Annual Conference of the United Methodist Church**

WHEREAS, after the necessary preliminary meetings and a period of discernment, **Charter Oak United Methodist Church** held a Church Conference under the provisions of ¶ 2553 Book of Discipline and by a minimum 2/3 majority voted to disaffiliate from the United Methodist Church and elected leaders to meet with the Western PA Annual Conference Trustees Subcommittee for Disaffiliation;

WHEREAS, the elected leaders of **Charter Oak United Methodist Church** met with Conference Trustees on December 6, 2022 to discuss the terms of disaffiliation from the United Methodist Church and reviewed the terms set forth in the disaffiliation agreement;

WHEREAS, the terms of said Disaffiliation Agreement have been shared with the members of the **Charter Oak United Methodist Church** congregation, and those members have had the opportunity to review those terms thoroughly in order to prepare for the final disaffiliation;

WHEREAS, after a time of discernment, the **Charter Oak United Methodist Church** requested a Church Conference chaired by Rev. Paul Ritchey the District Superintendent of the Greensburg District of the Western PA Annual Conference of the United Methodist Church for the purpose of either ratifying the agreement or approving withdrawal of the request to disaffiliate;

THEREFORE, BE IT RESOLVED, that the Church Conference of **Charter Oak United Methodist Church** ratifies the terms of the Disaffiliation Agreement pursuant to BOD ¶ 2553 herein contained as Appendix 'A' by a 2/3 majority vote;

THEREFORE, BE IT FURTHER RESOLVED, that the **Charter Oak United Methodist Church** will proceed to comply with all of the terms of the Disaffiliation Agreement and upon completion, officially requests the approval of the disaffiliation the Western PA Annual Conference of the United Methodist Church at its Annual Conference in June, 2023.

