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## Stated Presbytery Meeting

### May 18, 2010

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## FINAL REPORT

### THE FT. HAMILTON PRESBYTERIAN CHURCH ADMINISTRATIVE COMMISSION

Presbytery of New York City  
May 18, 2010

The congregation of the Ft. Hamilton Presbyterian Church, voted on October 31, 2009, “to dissolve the ecclesiastical congregation and civil corporation of the same name, effective December 31, 2009, and seek the concurrence of the Presbytery of New York City).” At the Presbytery meeting on November 17, 2009, it was approved that an Administrative Commission be formed by the Moderator, Elder Yvonne Armstrong to dissolve The Ft. Hamilton Presbyterian Church. The Moderator wisely chose three elders and four clergy.

Under the guidance of the final Session of the Ft. Hamilton Presbyterian Church, a final service of worship with about 50 people in attendance was held in the sanctuary on December 27, 2009. The Rev. David Aja Sigmon preached, The Rev. Nancy Ledger presided at the Lord’s Supper, and The Rev. Mieke Vandersall and Elders Betty Santiago and Yvonne Armstrong were in attendance, representing the Commission and the Presbytery.

The history of the Ft. Hamilton Presbyterian Church dates back to the beginning of the Fort Hamilton Sunday School, organized in December of 1898 by the Parent Church, Bay Ridge Presbyterian. The first meeting of the Sunday School was held in an unused chapel at the corner of 4<sup>th</sup> and Marine Avenues. In 1901 property was purchased on 94<sup>th</sup> Street for the construction of a new chapel. It was dedicated for use as a mission church on June 1, 1902, and was known as the Forth Hamilton Branch of the Sunday School. The continued growth of the chapel resulted in the organization of the Fort Hamilton Presbyterian Church on February 24, 1925. The present sanctuary was erected on the site of the existing one and was dedicated on June 16, 1963. The Park United Presbyterian Church voted to merge with the Fort Hamilton Presbyterian Church, and a service of union and consecration was held on May 9, 1965.

In the years of this congregation’s existence, they have held a faithful witness to the community of Bay Ridge, Brooklyn. They have given tirelessly of their time, talents and goods. They have offered their space faithfully to countless recovery groups, and taken their call to mission seriously. When it came time to dissolve, the congregation agreed that God was calling them to other places and that the time of their particular witness as the Ft. Hamilton Presbyterian Church was over.

The Commission met January 6, 2010, January 19, 2010 and February 23, 2010 (Minutes attached) to dissolve the congregation, tie up loose ends, relocate the AA groups meeting in the building and oversee next steps for the property. All bank accounts were closed, utilities were transferred to the Presbytery, locks were changed, an inventory of the contents in the building was taken, records were deposited with the Stated Clerk, and remaining Members were thanked for their service and notified that at the point that they would like to transfer their membership to

a different congregation, we will be of service to help this transition happen. Until their membership is transferred they are considered members of the Presbytery. All minutes from the meetings of the Administrative Commission have been given to the Stated Clerk of the Presbytery. It should be noted that it was tremendously valuable to have the Rev. David Aja-Sigmon, neighboring Pastor at Fourth Avenue Presbyterian Church, so close in the area to take care of various tasks.

At the time we were meeting it came to our attention that the Bethel Reformed Presbyterian Church, under the guidance of the Rev. Samuel Atiemo, was looking for a location to relocate. Bethel had been worshipping at the Flatbush Reformed Church in Brooklyn and as it has grown they have been planning for and seeking a more permanent space. As the Commission could determine what to do with the property, we agreed at our meeting February 23 to make this transition possible, allowing Bethel to be permitted to occupy the property.

On March 18, 2010, the Revs. Mieke Vandersall, Oscar McCloud, and Cornell Edmonds met representing the Presbytery of New York City with the Rev. Samuel Atiemo and Elders from Bethel to sign the agreed upon Memorandum of Agreement, granting Bethel a license to occupy the building.

After completing minor repairs, the Bethel Reformed Presbyterian Church began worshipping on Palm Sunday, March 28, 2010 in the sanctuary. For its first service The Rev. Mieke Vandersall preached. At this service the offering that was taken was given to the Presbytery of New York City, giving their first fruits to us, as a tremendously generous way of showing their appreciation for our help in getting them started in this next phase of their ministry together.

**Bethel's Service of Dedication will take place on July 11, 2010 in the afternoon. All members of the Presbytery are encouraged to attend.**

The Administrative Commission is most pleased with the outcome. It felt that it remained focused and that it had fulfilled the charge given to it by the Presbytery. It would joyously ask that the Presbytery dissolve the Commission at the May 18, 2010 meeting of the Presbytery.

Respectfully submitted,

The Administrative Commission of the Fort Hamilton Presbyterian Church  
The Rev. Mieke Vandersall, Chair  
The Rev. David Aja-Sigmon  
Elder Carlos Ledee  
Elder Betty Santiago  
Elder Virginia Smith  
Rev. Theodore Voelker

**Meeting of the Ft. Hamilton Presbyterian Church Administrative Commission  
February 23, 2010**

*Present:* Carlos Ledee, David Aja-Sigmon, Spencer Gibbs, Ted Voelker, Mieke Vandersall

*Absent:* Virginia Smith

*Excused:* Betty Santiago

**Minutes from 1/19/2010: M/S/A**

**Updates:** Bethel has begun cosmetic improvements.

AA group have found other homes, with help from David Aja-Sigmon, relatively close to the church and in the neighborhood.

The membership list has been sent to Cornell and he will put letter together asking members if they would like to change their membership or stay as members of the presbytery.

Bethel will begin worshipping in the space either the 21<sup>st</sup> or 28<sup>th</sup> of March.

**Agreement:**

Paragraph 2: to add "within thirty (30) days notice".

M/S/A: That the attached license be accepted between Bethel Presbyterian and Presbytery of NYC, conditional upon Bethel Session's agreement to its terms.

Fort Hamilton Presbyterian Administrative Commission  
January 6, 2008 –Minutes approved January 19, 2010

The meeting was begun with prayer.

Members present: Pastor Mieke Vandersall (moderator), Elder Betty Santiago, Elder Carlos Ledee, Pastor David Aja-Sigmon.

A quorum was recognized.

An agenda was approved.

Business of the meeting.

A motion to dissolve ecclesial body of Ft. Hamilton and all bodies within it as of December 31<sup>st</sup> was unanimously approved.

A motion to release Chris Smith, moderator, from his duties as moderator of session was also approved.

Betty Santiago will speak to Joe, the sexton about February 15, 2010 being our estimated closing date and begin a conversation about what should be done to close the building.

Mieke Vandersall will initiate conversation with the Presbytery's Board of Trustees about the commission's progress. She will also speak to Peter Moore about issues around an engineer or appraisal. She will also speak to Rev. Atiemo about Bethel Church's interest in the church facility formerly of Ft. Hamilton Presbyterian Church.

Carlos Ledee will speak with Gladys Johnstone, the clerk of session, about locating the minutes and the list of current and transferred minutes.

David Aja-Sigmon will accept responsibility of speaking to groups who rent building (AA groups, etc). They can plan on staying until February 15, 2010. He will also speak with the treasurer, Charley Eichler about the church's insurance situation, the church's sources of income, and minutes.

The administrative commission will come to Ft. Hamilton on February 19<sup>th</sup> from 1-5pm.

Minutes submitted by: David Aja-Sigmon

Meeting of Ft. Hamilton Commission  
January 19, 2010 at Ft. Hamilton Presbyterian Church

Present: Mieke Vandersall, David Aja-Sigmon, Carlos Ledee, Spencer Gibbs, Peter Moore.

Minutes from last meeting approved with minor revisions.

Notes from this meeting:

- AA groups definitely need to be out of the building by February 15. David will coordinate.
- All personal belongings from church need to be removed ASAP, within the week.
- Utilities: electric and gas will get taken off of direct pay and paper bills will be sent to the presbytery office. Phone will be cancelled. This was done on the afternoon of the 19<sup>th</sup>.
- Minutes and other records were given to Peter Moore to deliver to the Stated Clerk at the presbytery office.
- The bank account is to be closed and check made out to presbytery. This happened on the afternoon of the 19<sup>th</sup>.
- The front door lock was changed on the 19<sup>th</sup> as well and Joe (sexton) has a key, and Mieke has two keys.
- Conversations continue with Bethel Presbyterian Church, Sam Atiemo is the Pastor. Mieke will meet with Oscar and Sam on Thursday, the 21<sup>st</sup>.
- Membership and transfer rolls need to be gathered, and Carlos will be calling Gladys (clerk) to get the final list. Carlos will also ask if there are any more minutes at Gladys' home that need transport to the presbytery office.
- All other (not front door) locks will be changed on February 15.
- Joe's services are requested through the 15<sup>th</sup>, and then we can continue conversation if they are desired after that with Sam Atiemo, if the way be clear that Bethel moves into the building.
- An inventory of the articles in the building were taken, and is included below.

**In Office:**

Desk  
Two credenzas  
Filing Cabinet  
One desk chair  
One freestanding cross  
One tape recorder/player  
One copier  
One desk lamp  
One calculator  
One phone  
One electric fan

One electric heater  
Several books  
3 sets of office supply shelves  
Various and sundry office supplies  
One electric clock  
One broom

**Memorial room:**

2 conference tables  
1 coat rack

**Sanctuary:**

Pulpit  
Organ with bench  
Piano with bench  
Four pew choir loft  
Various worship aids (in office at front of worship space)  
4 ceiling fans  
24 pews  
1 Table  
1 kneeler  
2 chancel chairs  
16 blue choir robes  
21 black choir robes  
2 pulpit bibles  
Several hymn books  
1 electric clock  
1 memorial table  
4 memorial plaques  
3 hymn registries  
Flags: Christian, UN, State of New York  
Various and sundry janitorial supplies  
12 banners  
2 oak file cabinets, full of sheet music  
1 metal file cabinet

**Basement:**

Various card tables  
Various card table chairs  
Numerous candle holders  
Custodial supplies  
BBQ grill  
2 large bags charcoal briquets  
1 piano

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement"), dated as of March 18, 2010, between The PRESBYTERY OF NEW YORK CITY with the ADMINISTRATIVE COMMISSION for the FORT HAMILTON PRESBYTERIAN CHURCH acting upon its behalf, 475 Riverside Drive -- Suite 1600, New York, New York 10115 (herein the "Presbytery") and BETHEL PRESBYTERIAN REFORMED CHURCH, a congregation of the Presbytery of New York City, with its offices at 890 Flatbush, Brooklyn, New York (herein the "Bethel")

### WHEREAS:

- A. The Fort Hamilton Presbyterian Church is a dissolved congregation of the Presbytery of New York City (the "Presbytery"), and, pursuant to the Book of Order of the Presbyterian Church (U.S.A.), the Presbytery appointed the Commission to act to dissolve the congregation and to take charge of the operation of its properties and assets.
- B. The properties of the former Fort Hamilton Presbyterian Church include the sanctuary located at 367 94<sup>th</sup> Street, Brooklyn, New York (herein the "Property")
- C. Bethel is a congregation of the Presbytery able to carry out viable Presbyterian congregational ministry utilizing the Property.
- D. In order to assist Bethel the Commission seeks to arrange for Bethel to be permitted to occupy the Property on the terms provided in this Agreement, while continuing its ministry.

**IN CONSIDERATION OF THE FOREGOING**, the parties hereby agree as follows:

1. **Grant of License.** Effective March 18, 2010 (the "Effective Date") the Presbytery grants to Bethel a license to utilize the Property, for the purpose of conducting religious services and mission outreach programs and for no other purpose. It is agreed that Bethel's activities at the Property will exclusively religious, charitable and educational.
2. **Term of License.** The license granted hereunder shall commence on the Effective Date and shall terminate with in thirty (30) days upon the dissolution of the Bethel Presbyterian Reformed Church or terminated by the Presbytery or Bethel for any reason at any time on thirty days written notice to the other party.
3. **Legal status of Bethel.** Bethel is a religious corporation incorporated under the Religious Corporations Law of the State of New York. The certificate of incorporation and bylaws of Bethel will be submitted to the Presbytery through the Administrative Commission for review
4. **No payment for use of Property.** Bethel may use the Property without payment of any fees or rent for such use. However, as provided below, Bethel shall have certain

responsibilities concerning the upkeep and costs of the Property.

**5. License only.** This Agreement creates a license only. Bethel acknowledges that Bethel does not and shall not claim at any time any tenancy or estate interest of any kind in the Property by virtue of this license or Bethel's use of the Property. No landlord-tenant relationship is intended or created hereby.

**6. Maintenance and costs of Property.** (a) During the term of this license, Bethel shall maintain the buildings on the Property in good condition and neither permit nor commit any damage thereto, ordinary wear and tear excepted. Bethel agrees to promptly repair at its sole cost and expense any damage occurring as a result of the acts or omissions of Bethel or its agents, employees, contractors or invitees. Bethel accepts this license with the Property in its as-is condition. It is expressly agreed that the owner of the Property, the Presbytery of New York City, shall have no obligation whatever to maintain or repair the Property during the term of the License.

(b) During the term of this license, Bethel will all pay the costs of the Property, including all utilities and similar services at the Property, and all maintenance and operating costs of the Property. It is the intention of the parties that during the term of the license the owner of the Property, the Presbytery of New York City, shall not incur any costs of any kind for the operation, maintenance and upkeep of the Property.

**7. Alterations.** Bethel shall have no right to make any alterations, whether structural or non-structural, to the Property without the submission of plans therefore and the prior written consent of the Presbytery in each case. The granting or denying of such consent shall be at the sole discretion of the Presbytery. At the Presbytery's request, Bethel shall restore the Property to their pre-alteration condition not previously approved prior to any termination of this Agreement.

**8. No Transfer by Project.** Bethel shall not transfer any of its rights hereunder without the prior written consent of the Presbytery. Any such assignment made without prior written consent of the Presbytery shall be null and void.

**9. Indemnity.** Bethel for and on behalf of itself and its employees, agents, and invitees and their respective successors, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage property (wherever such property may be located) that may be sustained directly or indirectly due to the condition of the Property if such condition was created by Bethel, its employees, agents and invitees and their respective successors, or the activities, operations or use of the Property by Bethel, its employees, agents and invitees and their respective successors after possession taken. Further, Bethel, for itself, its employees, agents, invitees and their respective successors and assigns, and for those claiming by, through or under any of them, hereby releases the Presbytery, its officers, directors, agents and employees (collectively hereinafter referred to as "Indemnitees") from, and agrees to indemnify them against, any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation cost incurred by the Indemnitees in connection with therewith, that may arise from operations on, or the use of, the Property by Bethel, its employees, agents, invitees and their respective successors and assigns.

**10. Building and Property security.** Bethel shall comply with such security measures as may be required from time to time by the Presbytery.

**11. Telephone and mail services.** Bethel shall be responsible for arranging, at its own expense, for the telephone, facsimile and mail service necessary to Bethel's operations on the Property.

**12. Compliance with laws.** Bethel shall comply with all applicable Federal, State and Local Laws, rules, regulations or orders, and shall obtain in its own name all required governmental licenses and permits for the operation of its operations on the Property.

**13. Insurance.** Bethel, at its sole cost and expense, shall purchase and keep in full force and effect during the term hereof:

- a. Commercial General Public Liability Insurance (including, but not limited to, contractual liability insurance covering, without limitation, Bethel's indemnification obligations hereunder) in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of Two Million Dollars (\$2,000,000.00); and
- b. Fire, Legal Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000.00); and
- c. Worker's Compensation Insurance and Employer's Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect of bodily injury, sickness, disease or death of any person resulting from any one occurrence and as required by any employee benefits acts or other applicable statutes.

Bethel's obligation to maintain the insurance coverage set forth above may be satisfied by the Presbytery arranging to have Bethel named as an additional insured on the Presbytery's liability and workers' compensation policies. Bethel shall pay to the Presbytery its proportionate share of the periodic premiums for such insurance. If for any reason that arrangement cannot be implemented or maintained, Bethel shall remain responsible for obtaining and maintaining its own policies of insurance as set forth above, and Bethel shall provide the Presbytery with a certificate of insurance evidencing the foregoing coverages from an insurance company licensed to do business in the State of New York, together with satisfactory evidence of payment of the premiums thereon. All such insurance shall name the Presbytery as additional insured. Bethel shall provide the Presbytery with prompt notice upon receipt of a notice of cancellation of such insurance policies.

**14. Breach by Bethel.** If Bethel breaches any provision in this Agreement and fails to cure any such breach within thirty (30) days after written notice thereof, the Presbytery shall have the right, but not the obligation, to cure any such breach and Bethel agrees to reimburse the Presbytery for the cost thereof upon demand. In addition the Presbytery shall have the right to recover, during or after the term of this Agreement, for any breach of this Agreement by Bethel.

**15. No representations.** The Presbytery has not made any representations, statements, warranties or agreements to Bethel concerning the Property or this License, except as provided in this Agreement. This Agreement embodies the entire understanding of the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

**16. Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party whom it is addressed or on the third (3<sup>rd</sup>) day after deposit in the U.S. Mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

**STATED CLERK  
PRESBYTERY OF NEW YORK CITY  
475 Riverside Drive – Suite 1600  
New York, New York 10115**


**BETHEL PRESBYTERIAN REFORMED CHURCH  
367 94<sup>th</sup> Street  
Brooklyn, New York 11209**


**17. Governing law.** This Agreement shall be governed by and interpreted under the laws of the State of New York.

*Signatures are on next page.*

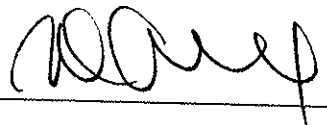
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


THE PRESBYTERY OF NEW YORK CITY

by:   
Print name: Cornell Edmonds  
Title: Stated Clerk

  
Mieke Vandorsall  
Chair, Administrative  
Commission

BETHEL PRESBYTERIAN REFORMED CHURCH

By:   
Print name: STEVE ANSONG  
Title: CLERK OF SESSION

  
(TREASURER)  
