

**PASTORAL DIRECTION FOR PARISHES SEEKING
TO RESOLVE PROPERTY ISSUES WITH
THE EPISCOPAL DIOCESE OF PITTSBURGH**

*There is one body and one spirit,
just as you were called to the one hope of your calling,
one Lord, one faith, one baptism,
one God and Father of all,
who is above all and through all and in all.
(Ephesians 4:4-6)*

Lord, we confess that we are not one.
We acknowledge that we are divided.
Forgive us.

We ask you now for the grace not to make matters worse.
Take away our prejudice and contempt and all lack of charity.
Cast out our fear.

Give us eyes to see one another as brother and sisters in Christ,
who were once washed in the same Font and fed at the same Table.
Keep us, we beg you, from becoming enemies.

If, for this time, we must remain apart, let us never fail to hope for another day,
when we may once again be one.
Lord Jesus Christ, Son of the Living God, have mercy on us.

Introduction

As members of Christ's One Holy Catholic and Apostolic Church, we believe the Episcopal Diocese of Pittsburgh of the Episcopal Church comprises a richly diverse faith community that strives to respect and minister to all members. However, we, the bishop, the clergy and the people of the Episcopal Diocese, understand that some from our community feel compelled to disaffiliate from the Episcopal Church and our Diocese. We again invite all to reconciliation, but if that is not possible, we seek to respect those who feel called to leave. As Bishop of Pittsburgh, I offer this Pastoral

Direction to ensure that the faith, conscience and rights of all God's people are fully honored.

PASTORAL GUIDELINES FOR THE PROCESS TO BE FOLLOWED BY PARISHES SEEKING RESOLUTION OF PROPERTY ISSUES

1. Parishes are invited to enter into conversation with the Diocese.

Any clergy and lay persons who no longer consider themselves part of the Episcopal Church, or feel called to leave, and who wish to reach an amicable agreement with us covering the ownership and use of the property of the parish where they worship, should contact the Bishop of the Episcopal Diocese of Pittsburgh, or the Bishop's representative, and follow these guidelines.

2. The unique circumstances of each Parish will be considered separately.

All discussions will be held on an individual parish basis, so that the unique circumstances of each Parish can be considered separately. The Episcopal Diocese has already reached agreements that will resolve the parish property issues with St. Philip's Church, Moon Township, and with Somerset Anglican Fellowship, and the public announcements of those two agreements are attached to this Pastoral Direction. These agreements illustrate two models where the parish and the Episcopal Diocese were successful in reaching a settlement.

Both agreements include an acknowledgment of the Episcopal Church's "Dennis Canon," a Church canon adopted in 1979 which holds that all parish property is held in trust for The Episcopal Church and the Diocese in which the parish is located. The agreement with Somerset Anglican Fellowship provides that the parish will return to the Episcopal Diocese all of the property that the parties agreed was subject to the Dennis Canon trust interest, and that the parish will not support litigation against the Episcopal Diocese. The agreement with St. Philip's Church provides that the parish will retain the parish property, make payments to the Episcopal Diocese, and not support litigation against the Episcopal Diocese. The agreement also provides that St. Philip's will become an independent church that is no longer affiliated with the Anglican Diocese of Pittsburgh or the Anglican Church of North America.

3. Negotiations will be based on a respect and acknowledgement of Episcopal Church canons concerning property.

Any amicable agreement negotiated by the Diocese will include a provision in which the Parish expressly acknowledges that all of the real and personal property held by or for the benefit of the Parish, regardless of the manner in which it is titled, is subject to the provisions of Canon I.7.4 of The Episcopal Church (the "Dennis Canon")

which provides that such property is held in trust for The Episcopal Church and the Diocese thereof in which the Parish is located.¹

The terms for how that trust interest will be honored in a mutually acceptable and fair agreement will be determined through negotiation.

4. The value of all property and assets of the parish must be considered.

The Parish will need to provide the Diocese with accurate and complete financial statements for the period from January 1, 2008, to date (audited if available) and a detailed list of all Parish assets, indicating their present location and identifying any liens or encumbrances. This will need to include all endowments, trusts or estates where the Parish has a financial interest.

5. The Diocese will seek to determine how to address the needs of those who wish to remain with the Episcopal Church.

The Rector, Wardens and Vestry of the Parish seeking the amicable agreement will be expected to assist the Diocese in establishing a timely process by which individuals may communicate directly with the Bishop of the Episcopal Diocese or the Bishop's representative, so that the Bishop may determine how to best address the needs of those members who wish to remain with The Episcopal Church.

¹ Pennsylvania law makes clear that all such property is held in trust for the Diocese and The Episcopal Church. See In re Church of St. James the Less, 888 A.2d 795 (Pa. 2005).

To enable the Diocese to make that evaluation, the Parish will be expected to furnish the Diocese with an appropriate list or lists containing the names and addresses, phone numbers and known e-mail addresses of all adult members of the Parish.

6. Agreements are subject to the final determination of the Bishop and Trustees.

The Bishop will have full discretion in determining whether the negotiated terms reached in any agreement are consistent with his fiduciary responsibility and ecclesiastical obligations, including those to any viable Episcopal community in the area served by the parish. Approval by the Board of Trustees of the Episcopal Diocese will also be required for any amicable agreement with a Parish.

7. The Diocese and Parish will jointly seek the necessary court approvals.

By its nature, any agreement between a parish and the Episcopal Diocese over use or disposition of property is subject to the October 14, 2005 Stipulation and Order of Court in the case Calvary Episcopal Church, Pittsburgh, Pennsylvania v. The Rt. Rev. Robert William Duncan, et al., No. GD-03-020941 (C.P. Allegheny County) (the "Calvary Suit") and oversight by the Judge handling that case.

Additionally, if the Parish is a Pennsylvania nonprofit corporation, the amicable agreement will also be subject to approval of the Orphans' Court Division of the Court of Common Pleas of the appropriate county, after providing notice of the agreement to the Office of the Attorney General of the Commonwealth of Pennsylvania.

8. Other considerations.

This Pastoral Direction is in no way intended to limit any rights the Bishop and/or the Diocese may have under applicable ecclesiastical or secular law. All conduct and communications between the Diocese and a Parish under these guidelines will be without prejudice to the respective rights and positions of the Diocese and the Parish under applicable ecclesiastical or secular law.