



FOLLOWING GOD'S LEAD • LEADING GOD'S FOLLOWERS

May 7, 2008

We are very pleased to inform you that all parties concerned have agreed to the settlement that was worked out on April 22, the details of which are enclosed and we are very grateful for your prayers.

Warren Winchester

Warren Winchester, Staying Episcopalian Representative

D. Lorne Coyle

D. Lorne Coyle, Rector

John W. Howe

John W. Howe, Bishop of Central Florida

lkc

Enclosure

Mediation Settlement Agreement
April 22, 2008

On April 22, 2008, representatives of the two contingents at Trinity Episcopal Church met all day with Mediator John Upchurch, and came to the following agreement:

- 1. Those among the congregation who desire to disaffiliate from The Episcopal Church (Leavers) will leave the historic Trinity property by 7/1/08.*
- 2. Those remaining (Stayers) shall cause the sum of \$700,000 to be paid to the Leavers with \$200,000 being paid in cash upon departure and the remainder being paid in \$50,000 monthly installments. All payments under this paragraph are hereby guaranteed by the Diocese.*
- 3. The parties agree that they will not initiate any contact with any parishioner who to date has not indicated whether he or she wishes to remain with Trinity or disaffiliate therefrom for the purpose of soliciting them to stay or leave.*
- 4. The parties shall issue no media releases concerning the disaffiliation except what counsel for the Leavers and Stayers agree upon.*
- 5. The Stayers shall not initiate contact of any kind with current Trinity employees, other than those who manifest their intent in writing to remain employed by Trinity after the Leavers leave. A meeting, to be presided over by counsel for Leavers and Stayers, will be scheduled as soon as practicable for the parties to address the staff and answer questions regarding employment.*
- 6. Stayers will not interfere with the ministries and operations of Trinity prior to departure of Leavers.*
- 7. Leavers shall have sole operational authority without interference until the point of departure. The Rector will work in good faith to arrange training and transition for employees of Stayers pending departure.*
- 8. The Bishop or his designee (other than a person affiliated with the Leavers or the Stayers) may conduct any financial review as the Diocese might require to assure the integrity of the assets and accounts of Trinity Church.*
- 9. The Leavers may take the Bell Carillon with them at their own cost for the removal and delivery, subject to the approval of the donor(s).*

10. *Should Stayers or their successors desire to sell, transfer, lease, or otherwise convey interest in the historic Trinity property, Leavers shall have the right of first offer. Leavers shall have 30 days to accept such offer. If not accepted, Stayers shall have the right to offer the property on the same terms for up to 6 months. If the Stayers desire to modify the terms, the right of first offer commences again. This term shall terminate 10 years from the date of this agreement.*
11. *Worship services and other ministries shall continue on the historic Trinity property as currently performed through date of departure.*
12. *Parties agree to waive any rights to any and all lawsuits against any and all parties, except for those concerning enforcement of this agreement.*
13. *The parties agree that this agreement, to be enforceable, must be ratified by the following entities: 1. Executive Committee of the Diocese; 2. Trinity Vestry; 3. Stayers representative board.*
14. *By stipulation, any execution or approval of this agreement shall not be considered an act of disaffiliation or otherwise actionable in secular or ecclesiastical court. The Bishop agrees to support approval of this agreement and to make best efforts to facilitate execution by all parties. Each party affirms that it has full authority to enter into this agreement and that no other approvals, other than those referenced herein, are necessary.*
15. *Prior to the approvals set forth in paragraph 13 above, the parties may share the details of this agreement and the discussions leading up to same only with those members of their respective groups with a need to know, such as the Vestry or Stayers Representative Board and so long as those to whom it is disclosed sign a confidentiality agreement binding them to terms the same as which applied to those attending the mediation. The language is as set forth in the Participant Mediation Agreement and Attendance Roster attached hereto. The terms of this agreement may be disclosed publicly after all necessary approvals have been secured.*
16. *The parties agree that, if for some unforeseen reason they in good faith cannot meet the strict terms of this agreement, they will work in good faith to accomplish the intention of the parties by mutual agreement.*

Executed at Orlando, Florida, this 22nd day of April, 2008.

TRINITY EPISCOPAL CHURCH OF VERO BEACH, INC.

By:

Attorney:

DIOCESE OF CENTRAL FLORIDA, INC.

By:

Attorney:

STAYER REPRESENTATIVE GROUP

By:

Attorney:

MEDIATOR:

FREQUENTLY ASKED QUESTIONS

1. Q. *What happens to the Trinity endowments?*
A. *All restricted endowments of Trinity Episcopal Parish remain with the Episcopal diocese and parish. Endowments restricted by the donor must be used only in accord with the terms of the gift.*
2. Q. *What should I do with the financial pledge I made to Trinity for 2008?*
A. *If you intend to stay with the Episcopal parish, you need do nothing. If you intend to move with the new church, you may wish to cancel your pledge to Trinity.*
3. Q. *What about burial at Trinity?*
A. *No doubt the Episcopal parish will continue to honor its commitment to allow the interment of relatives of those already interred in the Memorial Garden. It will also honor its obligations to those who have pre-paid for the right to be interred in the Garden or the Columbarium. Survivors of those interred in the Columbarium have the right to remove the urn of their loved one and to get their money back at a discount.*
4. Q. *What about weddings scheduled for Trinity?*
A. *The bride and groom will have the choice of being married at Trinity by the resident priest or by one of the present Trinity clergy at another location. It is also possible that the interim rector of Trinity will allow current Trinity clergy to assist. The same would be true for funerals.*
5. Q. *Do people have to make a final decision about which church to join right away?*
A. *No. We fully expect that some will want to remain with Trinity initially and try the new church later, while some who try the new church may decide to return to Trinity. Take your time, pray, and discern God's lead for you.*
6. Q. *What about such important ministries as Daughters of the King, Stephen Ministers, Cursillo, and the Order of St. Luke?*
A. *Stephen Ministers will stay at Trinity, the others will likely continue in both churches. There may be some legal questions about the use of names such as Cursillo. But that's the kind of stuff Pharisees argue about. The heart of the ministries will continue under whatever name God gives.*
7. Q. *Will the Stulls move to Kenya?*
A. *No. While Fr. Stull is now under the spiritual authority of Abp. Nzimbi of Kenya, he will continue to minister on the staff of the new church. Pr. Balius, Fr. Robbins, and Cn. Coyle have not yet applied to transfer to another Anglican province's jurisdiction, but when they do, they will likewise continue to minister at the new church.*
8. Q. *Who will serve Trinity as its interim rector?*
A. *The Very Rev. G. Richard Lobs, sometime dean of the Cathedral of St. Luke in Orlando, has agreed to serve as the interim. Before coming to Orlando*

*in 1993, Rick was rector of St. Mark's Parish in Geneva, IL. He serves the Orange County Sheriff's Department as a chaplain.
He is married to Donna, who is a permanent deacon in the Episcopal Church.*

9. Q. *Will we be able to get past the difficulties of the last months?*
A. *It is the fervent hope and prayer of leaders on both sides, and of the Bishop, that hostilities, back-biting, and divisiveness will cease, so that the work of God may go forward in both congregations in the future.*