

**BETHESDA EPISCOPAL CHURCH
SARATOGA SPRINGS, NEW YORK**

PARISH BYLAWS

ADOPTED BY VESTRY

January 18, 2017

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1. PREAMBLE

The Protestant Episcopal Church in the United States of America is otherwise known as and hereinafter referred to as 'The Episcopal Church.

The Protestant Episcopal Diocese of Albany is otherwise known as the Episcopal Diocese of Albany, and is hereinafter referred to as "the Diocese".

Bethesda Episcopal Church, Saratoga Springs, New York, having associated as a Parish for the purpose of maintaining the worship of Almighty God according to the faith and usages of The Episcopal Church, acting through its Vestry, has adopted the Articles attached hereto as its Bylaws.

2. AUTHORITY ACKNOWLEDGED

The Parish accedes to the doctrine, discipline and worship and the Constitution and Canons of The Episcopal Church, and to the Constitution and Canons of the Diocese, and acknowledges their authority.

3. MEMBERSHIP

3.1 Definition

Any person shall be considered a member of the Parish who

- o Is baptized;
- o Is sixteen or more years of age;
- o Acknowledges the authority of the *Bylaws* of the Parish; and
- o Declares an intention to support the Parish by regular attendance at public worship and by financial support.

3.2 Removal

The Vestry may

1. Give written notice to any member who, for one year, has refrained from regular worship, and from contributing toward the support of the Parish;
2. Provide an opportunity to be heard; and
3. Remove the member's name from the list of members of the Parish.

3.3 Voting

Members are entitled to vote in Parish affairs.

4. OFFICERS, VESTRYPERSONS, DELEGATES

4.1 Officers

The officers of the Parish are

- o Two Wardens;

- o A Treasurer, an Assistant Treasurer, if desired; and
- o A Clerk.

4.2 VestryPersons

There shall be nine additional vestrypersons. Two or more members of the same household or family shall not serve concurrently on the Vestry.

4.3 Delegates

The Parish shall have such Delegates to the Diocesan Convention and to the Deanery Assembly as it may be entitled to under the relevant canons and rules. Delegates may be members of the Vestry.

5. ELECTIONS and VACANCIES

5.1 Elections

Officers and Vestrypersons shall be elected at the Annual Meeting of the Parish. Wardens, Treasurer, Clerk and Delegates shall hold office until the second Annual Meeting following their election. Vestrypersons shall hold office until the third Annual Meeting following their election. All shall hold office until their successors are elected and qualify.

At the Annual Meeting after which this Article takes effect, three Vestrypersons shall be elected to hold office for three years. Vestrypersons and Wardens elected prior to the adoption of these Bylaws shall be considered valid and shall continue the terms to which they were originally elected.

5.2 Vacancies

Vacancies may be filled at any meeting of the Parish. Unless so filled, the Vestry may fill them until the next Annual Meeting of the Parish. In the absence or incapacity of either Warden, or of a vacancy in the office, the powers and duties of the Wardens shall devolve upon the remaining Warden.

6. NOMINATIONS

6.1 Nominating Committee

There shall be a Nominating Committee consisting of the Rector, a Warden who is not eligible for re-election, or, if neither Warden is presently ineligible for re-election, a Vestryperson not eligible for re-election, and three members of the Parish appointed by the Vestry. Members of the Nominating Committee shall serve one-year terms. Any appointed member whose third successive term has expired shall be ineligible to serve for one year. The Nominating Committee shall present at each Annual Meeting one or more candidates recommended for each position to be filled by vote at such meeting. The list of nominees so designated shall be posted with the notice of the Annual Meeting. Nominations for any office to be filled at an Annual Meeting may also be made at such meeting by any member of the Parish authorized to vote.

7. MEETINGS OF THE PARISH

7.1 Annual and Special Meetings

The Annual Meeting shall be held at such date, hour and place as the Vestry shall determine within 45 days of the first of the new year.

Special meetings may be called at any time by the Wardens or Vestry. Special meetings shall be called by the Wardens whenever so requested in writing by the Rector or by five members of the Parish.

7.2 Warrant

All meetings of the Parish shall be announced by posting an attested copy of the Warrant calling the meeting at a public entrance of the church or place of worship occupied by the Parish. The Warrant shall be posted at least fourteen days before the date fixed for an Annual Meeting and at least seven days before a special meeting. No action shall be taken at any meeting of the Parish other than that set forth in the Warrant for such meeting.

7.3 Presiding Officer

The Rector, or in the Rector's absence, one of the Wardens, shall preside; in the absence of all three, a moderator shall be chosen by the meeting.

7.4 Quorum

Members of the Parish, numbering at least 20% of the average Sunday attendance as reported in the previous year's Parochial Report, and, in any event, not less than twice the number of persons who are members of the Vestry, present at an Annual or Special Parish Meeting shall constitute a quorum, and a majority vote of those present determine any matter presented except as provided in Article 15 respecting the amendment of these Bylaws .

8. THE RECTOR

8.1 Eligibility

To be eligible for the office of Rector, a person must be a qualified ordained minister of The Episcopal Church who has been certified by the Bishop to be in good standing.

8.2 Election

The election of a Rector shall not take place until after all the steps required in Sections 1 and 2 of Diocesan Canon 13 have been taken. The Vestry shall elect a Rector by majority vote at a meeting duly called for that purpose by the Wardens.

8.3 Powers and Duties

The Rector shall have jurisdiction over the spiritual affairs of the Parish and shall supervise and direct the Parish staff. For the purposes of the office, its functions and duties, the Rector is entitled to the use and control of the Church and Parish buildings, equipment, and furniture, and to access all records and registers maintained by the Parish.

8.4 Vacancy or Incapacity

If the office of Rector becomes vacant or the Rector is incapacitated, the Vestry shall consult with the Bishop and appoint an Interim. In case of a vacancy, the Interim shall serve until such time as a new Rector is elected as provided under this Article; in the case of incapacity, the interim shall serve until the Rector can resume duty.

9. WARDENS

9.1 Eligibility

Wardens shall be members of the Parish, confirmed communicants of The Episcopal Church, of eighteen or more years of age. The term of a Warden shall be two years. A Warden may not serve more than three consecutive full terms. Any Warden whose third successive two-year term expires at any Annual Meeting shall be ineligible, until the next succeeding Annual Meeting, for election to the same office.

9.2 Powers and Duties

It shall be the duty of the Wardens to provide for the temporary performance of the Rector's duties, when the Parish has no Rector or in the Rector's absence.

10. TREASURER

10.1 Eligibility

The Treasurer shall be a member of the Parish, and of eighteen or more years of age. The term of the Treasurer shall be two years. A Treasurer may not serve more than three consecutive full terms. Any Treasurer whose third successive two-year term expires at any Annual Meeting shall be ineligible, until the next succeeding Annual Meeting, for election to the same office.

10.2 Duties

It shall be the duty of the Treasurer

- To oversee the receipt and disbursement of all monies collected under the authority of the Vestry;
- To keep a true record of receipts and disbursements;
- To present a full statement of these and of the financial condition of the Parish at Annual Meetings and at other times required by the Vestry;
- To maintain the records of all trusts and permanent funds belonging to the Parish, listing the source and date of such trusts and funds, the terms governing the use of principal and income, to whom and how often accounts are to be made and how the trusts and funds are invested; and
- To monitor the work of the Endowment Committee, its receipts, disbursements, investments and other responsibilities.

10.3 Assistant Treasurer

The Vestry may appoint an Assistant Treasurer whose term shall be coterminous with that of the Treasurer, and whose duties shall be such as may be assigned by the Vestry or the Treasurer. The Assistant Treasurer shall assume any and all duties of the Treasurer in the event of the Treasurer's incapacity or absence from the Parish.

10.4 Voting of Securities

Except as the Vestry may otherwise designate, the Treasurer may act or appoint any member of the Vestry (with or without power of substitution) to act as proxy or attorney in fact for the Parish at any meeting of stockholders of any corporation, the securities of which may be held by the Parish.

10.5 Bonds

The Treasurer and other custodians of funds as designated by the Vestry shall be bonded under a blanket bond maintained by the Diocese for that purpose. If such blanket bond is at any time not available, the Parish shall procure adequate bonds and each bond shall be placed in the custody of some officer other than the person who is bonded.

11. CLERK

11.1 Eligibility

The Clerk shall be a member of the Parish, and of eighteen or more years of age. The term of the Clerk shall be two years. Any Clerk whose third successive two year term expires at any Annual Meeting shall be ineligible, until the next succeeding Annual Meeting, for election to the same office.

11.2 Powers and Duties

It shall be the duty of the Clerk

- To keep the records of the Parish and of the Vestry; and
- To keep a list of the members entitled to vote in its affairs.

The Clerk shall make available the names of persons on the list of members for any member to inspect as long as the purpose of the inspection is related to the general affairs of the Parish.

12. VESTRY PERSONS

12.1 Eligibility

A Vestryperson shall be a member of the Parish. The term of a Vestryperson shall be three years. Any Vestryperson whose second term expires at any Annual Meeting shall be ineligible for election to the same office, until the next succeeding Annual Meeting.

12.2 Powers and Duties

Vestrypersons shall have seat, voice, and vote at any meeting. Each shall have such duties as may, from time to time, be assigned by the Vestry.

13. VESTRY

The Wardens, Treasurer and Clerk, together with the Rector, and the Vestrypersons shall constitute the Vestry of the Parish.

13.1 Authority and Duties

The Vestry shall exercise all its powers in accordance with the usage and discipline of The Episcopal Church, in conformance with the laws of the State of New York and the provisions of these Bylaws. It shall be the duty of the Vestry

- To manage the prudential affairs and to care for the property of the Parish;
- To provide for the furniture, books, vestments, and all things necessary for the celebration of public worship;
- To see that all buildings and personal property belonging to the Parish are adequately insured;
- To supervise the investment of funds of the Parish, and to appoint and maintain an Endowment Committee, in conformance with the laws of the State of New York to supervise the investment of funds designated to the Endowment;
- To authorize and direct such purchases and sales as the Vestry may from time to time deem wise, and any and all transfers, assignments, contracts, deeds, leases, bonds, notes, checks and other instruments which may be necessary or proper in this connection; and
- To supervise and direct the officers in the discharge of their duties.

The Officers and Vestrypersons, in consultation with the Rector, shall authorize staff positions and the terms of employment.

The handling of all or any of the investments may be delegated by the Vestry to the Wardens or Treasurer. This includes their purchase, custody, sale and transfer. The Vestry may delegate to the Wardens and/or Treasurer generally or in particular cases the authority to execute contracts, deeds, leases, bonds, notes, checks and other instruments which may be necessary or proper.

The Vestry may appoint or authorize the appointment of any committee that it deems desirable. All such committees shall be accountable to the Vestry.

The Vestry shall follow the good practices set forth in the Manual of Business Methods of the Episcopal Church, in so far as practicable.

13.2 Meetings

Meetings of the Vestry may be called by the Rector or either Warden or any two members of the Vestry. The Vestry may schedule regular meetings and determine the manner of notifying its members. The Rector, or such other member of the Vestry designated by the Rector, shall preside. A majority of the members shall constitute a quorum and a majority vote of those present shall determine any matter presented. The records of the Vestry shall be open to the members of the Parish at its meetings.

13.3 Annual Audit

The Vestry shall cause to be made an annual audit of the accounts of the Parish. The audit shall be made by a certified or independent public accountant or by any alternative permitted by the

Office of the Treasurer of the Diocese. The Vestry shall appoint such auditor at least thirty days before the end of the year.

13.4 Restrictions on Alienation or Encumbrance of Real Estate

No consecrated church or chapel, nor any church or chapel which has been used solely for divine service, nor any property which is being used as a Parish house or rectory, nor any land incidental to or regularly used in connection with any of the foregoing, shall be alienated or encumbered without the previous written consent of the Bishop, acting with the advice and consent of the Standing Committee, and in accordance with the New York State Religious Corporations Law.

13.5 Gifts and Memorials

No object intended as a permanent addition to the Church or Parish property, or to be used therein during public worship, shall be accepted as a gift or memorial without the approval of the Rector and the Officers. All objects so accepted may be removed when deemed necessary by the Vestry. The names of donors of such gifts and memorials, any terms and conditions, and the dates of acceptance shall be recorded in the permanent records of the Parish.

14. ORGANIZATIONS

All formal organizations connected with the Parish shall be responsible to the Rector. Each Organization shall have a Charter declaring its purposes, defining its members, and describing its scope of action. Each organization shall present at the Annual Meeting of the Parish a report containing a summary of its activities and finances and a list of its officers. Any organization which has not met for three years, or whose members so declare, shall be defunct. The funds of any defunct organization shall be turned over to the Treasurer of the Parish to be used as the Vestry may direct.

15. AMENDMENTS

These Bylaws may be amended in the following manner:

1. The proposed change shall be approved by vote of two thirds of the members of the Vestry present at a meeting called for that purpose;
2. The proposed change shall be submitted to the Bishop and Standing Committee.
3. If they approve the change without substantial revision, then the change as so approved shall become immediately effective upon receipt by the Parish; or
4. If they approve subject to a substantial revision affecting the intent or meaning of the proposed change, then the matter shall be resubmitted to a Vestry meeting and shall become immediately effective upon approval by vote of two thirds of the Members of the Vestry present.

16. CONFLICTS OF INTEREST. The Conflicts of Interest policy and disclosure form are appended to these bylaws, and shall be considered a part of the bylaws.

17. INDEMNIFICATION OF PARISH OFFICERS

The Parish shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as a Warden, Treasurer, Clerk, the Rector in his or her capacity as a member of the Vestry, or other officer of the Parish (collectively "Indemnified Officers"), against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), in which he or she may become involved by reason of his or her serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless he or she is successful on the merits and the proceeding was authorized by a majority of the Vestry). However, no indemnification shall be provided for any such person with respect to any matter in which he or she is adjudicated not to have acted in good faith on behalf of the Parish; and further provided that any compromise or settlement payment shall be approved by the Vestry in the same manner as provided below for the authorization of indemnification.

Such indemnification may, to the extent authorized by the Vestry, include payment by the Parish of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, provided that the person indemnified agrees to repay such payment if he or she is not entitled to indemnification under this Article; the repayment agreement may be accepted without regard to the financial ability of such person to make repayment.

Any payment shall be conclusively deemed authorized by the Parish under this Article, and each officer of the Parish approving such payment shall be wholly protected, if:

- (i) the payment has been approved or ratified (1) by a majority vote of a quorum of either (a) the members of the Parish who are not at that time parties to the proceeding or (b) the members of the Vestry who are not at that time parties to the proceeding or (2) by a majority vote of a committee of two or more Vestry members who are not at that time parties to the proceeding and are selected for this purpose by the full Vestry (in which selection Vestry members who are parties may participate); or
- (ii) the action is taken in reliance upon the opinion of independent legal counsel (who may be counsel to the Parish) appointed for the purpose by vote of the Vestry in the manner specified in clauses (1) or (2) of subparagraph (i) or, if that manner is not possible, appointed by a majority of the full Vestry then in office; or
- (iii) the Vestry members have otherwise acted in accordance with the standard of conduct applied to directors under the laws of the State of New York ; or
- (iv) a court having jurisdiction shall have approved the payment.

This indemnification shall inure to the benefit of the heirs, executors and administrators of Indemnified Officers entitled to indemnification.

The right of indemnification shall be in addition to and not exclusive of all other rights to which any person may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which Parish employees, agents, Vestry members and other persons may be

entitled by contract or otherwise under law.

This Article, as amended, constitutes a contract between the Parish and the Indemnified Officers. No amendment or repeal of the provisions of this Article which adversely affects the right of an Indemnified Officer under this Article shall apply to him or her with respect to his or her acts of omissions which occurred at any time prior to such amendment or repeal without his or her written consent.

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APPROVED BY VOTE

Date: January 18, 2017

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Signed Geneva Henderson
Geneva Henderson, Clerk

BETHESDA EPISCOPAL CHURCH CONFLICT OF INTEREST POLICY

I. STATEMENT OF PURPOSE

This Conflict of Interest Policy is adopted by the Vestry of Bethesda Episcopal Church, Diocese of Albany, a New York religious corporation having a principal place of business at 26 Washington Street, Saratoga Springs, New York (mailing address: 41 Washington Street, Saratoga Springs, New York 12866 herein referred to as "the Parish" or "the Corporation." The purpose of this Conflict of Interest Policy is to provide guidance for decision making in those circumstances in which a conflict may exist between the interest of the Parish and the interests of individuals who serve in various capacities on Boards, commissions or committees of the Parish or as Officers or Key Persons (as defined herein) having decision-making authority in transactions (also defined herein) involving the Parish. This Conflict of Interest Policy is further intended to comply with the requirements of the New York Not-For-Profit Corporation Law and the Constitution and Canons of The Episcopal Church and the Episcopal Diocese of Albany.

II. DEFINITIONS

"Affiliate" means any Entity, as defined herein, which is owned in whole or in part by the Parish or which reports to or is otherwise accountable to the Parish, or any board, committee, commission, task force, advisory body or ministry formed by and accountable to the Parish.

"Audit Committee" means the Audit Committee of the Parish.

"Board" means the Vestry of Bethesda Episcopal Church.

"Chair" means the presiding officer of a Board.

"Conflict of Interest" means a circumstance in which the financial interests of the Parish are in conflict with the financial interests of a member of the Vestry or Vestryperson, Vestryperson as defined in Section 13. of the Bylaws of the Parish.

"Conflict of Interest Disclosure Statement" means a statement to be completed by each Vestryperson, Rector, Key Person and Officer of the Parish as provided herein.

"Corporation" means Bethesda Episcopal Church, of the also known as the Parish.

"Decision Maker" means any person or entity having authority to act for the Corporation in a Transaction.

"Vestryperson" means any person who serves on a Board.

"Entity" means any type of legal entity, including, but not limited to a corporation, not-for-profit corporation, a limited liability company, a partnership, person, or a sole proprietorship.

Vestryperson

"Officer" means any person serving in an elected or appointed capacity on a Board, commission, committee, task force or advisory body of the Parish.

"Participant" means any person or entity who participates in a Transaction which directly or indirectly affects the financial interests of the Parish.

"Related Party" means:

- (i) Any Vestryperson or Officer ;
- (ii) Any Relative of any individual described in clause (i) of this subparagraph; or
- (iii) Any Entity in which any individual described in clauses (i) or (ii) of this subparagraph has a thirty-five percent (35%) or greater ownership or beneficial interest or, in the case of a partnership, professional corporation or professional limited liability company, a direct or indirect ownership interest in excess of five percent (5%).

"Related Party Transaction" means any Transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which the Parish or any Affiliate is a Participant, except that a Transaction shall not be a Related Party Transaction if:

- (i) The Transaction or the Related Party's interest in the financial transaction is de minimis in the judgment of the Vestry;
- (ii) The Transaction would not customarily be reviewed by the Board or boards of similar organizations in the ordinary course of business and is available to others on the same or similar terms; or
- (iii) The Transaction constitutes a benefit provided to a Related Party solely as a member of a class of the beneficiaries that the Corporation intends to benefit in the accomplishment of its mission, which benefit is available

to all similarly situated members of the same class on the same terms.

"Relative" means, with regard to a natural person, such person's spouse, child, parent, sibling, aunt or uncle, first or second cousin, or the spouse or domestic partner of any such person;

"Clerk" means the Clerk of the Parish.

"Transaction" means a transaction, agreement or other arrangement in which the financial interests of the Parish are directly or indirectly affected.

III. DISCLOSURE OF CONFLICT OF INTEREST

Each Vestryperson, , or Officer , prior to being elected or appointed to the Vestry or to any Board, or as soon as practical thereafter, and thereafter on an annual basis, shall complete a disclosure of all potential conflicts of interest and submit the Conflict of Interest Disclosure prior to being elected to the Vestry or appointed to any Board, or as soon as practical thereafter, and thereafter on an annual basis, shall complete a disclosure of all potential conflicts of interest and submit the Conflict of Interest Disclosure Statement to the Clerk.

Such Conflict of Interest Disclosure Statement shall include, but not necessarily be limited to,

- (i) the identity of any entity with which the Parish has a relationship and of which a, or Officer is an officer, Vestryperson, trustee, member, owner, or employee; and
- (ii) any Transaction in which the Parish is a Participant and in which the Vestryperson or Officer might have a conflicting interest with the Corporation.

The Vestry shall make the Conflict of Disclosure Identification Statement available to each Vestryperson, Officer or Key Person when elected or appointed and on an annual basis thereafter on the anniversary of such person's election or appointment.

An appropriate form for the Conflict of Interest Disclosure Statement is attached hereto.

IV. IDENTIFICATION OF CONFLICTS OF INTEREST AND REMEDIAL PROCEDURES

The Vestry shall consider and identify all conflicts of interest or potential conflicts of interest which may arise in any Transaction being considered by the Vestry. Each

Vestryperson, Officer and Key Person shall identify any conflict of interest involving such Vestryperson or Officer in any Transaction being considered by the Board. Any Vestryperson or Officer having a conflict of interest, as the same may be identified by the Vestry in the context of the Vestry's deliberations relating to any Transaction, shall immediately withdraw from all deliberations, decision making and votes having to do with the Transaction being considered by the Vestry. Any Vestryperson or Officer having a conflict of interest shall likewise refrain from exerting influence over the Vestry or any Decision Maker with respect to any and all Transactions in which such Vestryperson or Officer shall have a conflict of interest.

The Vestry shall document how each conflict of interest is identified and resolved, including, but not limited to,

- (i) the means by which the conflict of interest was disclosed or identified;
- (ii) the nature of the conflict of interest;
- (iii) any and all votes by the Board to determine whether a conflict of interest exists; and
- (iv) the recusal by any Vestryperson or Officer in all deliberations and votes relating to the Transaction in which such person has a conflict of interest.

Each Vestryperson or Officer shall identify to the Board, by means of submission to the Clerk, any conflict of interest any such person may have in any Related Party Transaction. The Vestry shall make a determination as to whether a conflict of interest exists and may make exceptions for

- (i) transactions that are de minimis in the judgement of the Vestry;
- (ii) transactions made in the ordinary course of business;
- (iii) transactions made in which a class of which the related party is a member is benefited under the admission of the Parish; and
- (iv) circumstances involving the compensation or reimbursement of expenses of a related party on behalf of a corporation.

The Vestry shall notify the Audit Committee, in the course of the annual audit, of each instance in which a Conflict of Interest was identified, and shall provide its minutes and other documentation of its deliberations and decisions to the Audit Committee upon request.

Adopted by the Vestry on: January 18, 2017

BETHESDA EPISCOPAL CHURCH

CONFLICT OF INTEREST DISCLOSURE STATEMENT

This Conflict of Interest Disclosure Statement requires you to provide information with respect to yourself and to certain parties or entities that are related to you. Such persons or entities are termed "Related Parties" and include the following:

- (i) your spouse, child, parent, sibling, aunt or uncle, first or second cousin, or the spouse or domestic partner of any such person;
- (ii) any type of legal entity in which you or a Related Party has a thirty-five per cent (35%) or greater ownership or beneficial interest or, in the case of a partnership, professional corporation or professional limited liability company, a direct or indirect ownership interest in excess of five percent (5%);
- (iii) a corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
- (iv) any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF VESTRYPERSON OR OFFICER : (Please print)

2. CAPACITY: _____ Vestry

_____ Staff (position): _____

_____ Volunteer (position): _____

3. Have you or any Related Parties provided services or property of greater than de minimis value to Bethesda Episcopal Church in the past year?

_____ YES _____ NO

If yes, please describe the nature of the services or property provided and if a Related Party is involved, identify each Related Party and your relationship with that person or entity:

4. Have you or any of your Related Parties purchased services or property of greater than de minimis value from Bethesda Episcopal Church in the past year?

_____ YES _____ NO

If yes, please describe the purchased services or property and if a Related Party is involved, the identity of the Related Party and your relationship with that person:

5. Please indicate whether you or any of your Related Parties had any direct or indirect interest in any business transaction(s) of greater than de minimis value in the past year to which Bethesda Episcopal Church was or is a party?

_____ YES _____ NO

If yes, describe the transaction(s) and if a Related Party is involved, the identity of the Related Party and your relationship with that person or entity:

6. Were you or any Related Parties indebted to pay money to Bethesda Episcopal Church at any time in the past year (other than travel advances or the like)?

____ YES ____ NO

If yes, please describe the indebtedness and if a Related Party is involved, the identity of the Related Party and your relationship with that person or entity:

7. In the past year, did you or any of your Related Parties receive, or become entitled to receive, directly or indirectly, any personal benefits from Bethesda Episcopal Church or as a result of your relationship with Bethesda, that in the aggregate could be valued in excess of \$1,000 that were not or will not be compensation directly related to your duties to Bethesda?

____ YES ____ NO

If yes, please describe the benefit(s) and if an Related Party is involved, the identity of the Related Party and your relationship to that person:

8. Are you or any of your Related Parties a party to or have an interest in any pending legal proceedings involving Bethesda Episcopal Church?

____ YES ____ NO

If yes, please describe the proceeding(s) and if a Related Party is involved, the identity of the Related Party and your relationship with that person:

9. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by the Vestry of Bethesda Episcopal Church in accordance with the terms and intent of the Parish's Conflict of Interest Policy?

_____ YES _____ NO

If yes, please describe the situation(s) and if an Related Party is involved, the identity of the Related Party and your relationship with that person or entity:

I HEREBY CONFIRM that I have read and understand the Bethesda Episcopal Church Conflict of Interest Policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify the Clerk of the Vestry or the Vestry immediately.

Signature

Date