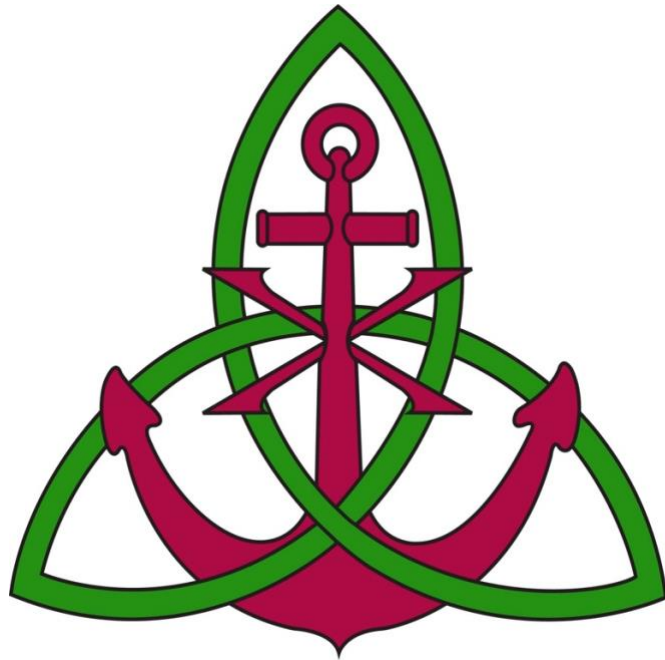


# Grace & Holy Trinity Church Richmond, Virginia



## **Policies Adopted by the Vestry and Congregation**

Updated June 2024

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*Note: The term "rector" whenever used in these policies shall be deemed also to refer to the priest in charge of the GHTC parish. (5/15/2024).*

## **INTRODUCTION**

Like many organizations, for much of its history Grace & Holy Trinity Church operated informally, relying on our traditions as well as the canons of the Episcopal Church and the Diocese of Virginia. Guided by their faith, lay leaders and clergy managed the spiritual and temporal aspects of the church for more than 100 years with good will, expertise and integrity.

With changes in leadership and a desire to be transparent with members and staff about church operations, in September 2022, GHTC's Vestry formed a Policy Committee, charging that committee with gathering existing policies and making recommendations to the Vestry and Congregation for additional policies.

The committee began its work by reviewing fifteen years of Vestry minutes and contacting previous leaders to gather copies of all existing policies. Then it turned its attention to developing additional policies, based on recommendations from the clergy, Vestry, and members of GHTC.

This handbook should be viewed as a living document, always open to additions and amendments. As of June 2024, the Policy Committee and Vestry continue to develop and adopt policies to guide the efficient, effective, faith-driven, member-centric operation of our church.

The staff, Vestry and Policy Committee encourage parishioners to ask questions about these policies, suggest changes in existing policies, and recommend areas in which GHTC should adopt new policies. To make proposals, members should contact a clergy member or member of the Vestry.

Grace & Holy Trinity Church Vestry  
And Policy Committee

# VESTRY AND CONGREGATIONAL POLICIES REGARDING PARISH GOVERNANCE

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## **Policy Development and Adoption** (June 19, 2024)

The policies of Grace & Holy Trinity Church (GHTC) will be developed by the Policy Committee and presented to the Vestry for review and consideration. Policies will remain in effect until changed or removed by vote of the Vestry. The Vestry retains the right to develop and adopt policies on its own without going through the Policy Committee.

### *Development*

The Vestry, members, employees, and clergy are encouraged to suggest issues for which they believe GHTC should have policies and to suggest changes in current policies to either a warden, Vestry member, clergy member, or Policy Committee member. Upon receiving a suggestion for a new policy or a change in an existing policy, the Policy Committee will decide whether to develop such a policy.

Once the Policy Committee begins working on a policy, it will inform the Vestry and clergy and will solicit suggestions about the policy's content from the Vestry, employees, and GHTC members with expertise or experience about that matter. The Policy Committee will collaborate with other GHTC committees and ministries who work in the area under consideration.

The Policy Committee will research whether the canons of the Episcopal Church or Diocese of Virginia provide guidance about a policy under consideration. The committee may also request information from other churches and organizations about their practices and policies. For proposed policies with legal implications, the Policy Committee will ask the wardens to secure legal counsel to advise it prior to finalizing any proposed policy.

Once the research and consultation about a proposed policy's content are complete the Policy Committee will draft the policy and recommend it to the Vestry.

### *Adoption*

The proposed policy will be presented to the Vestry for review and consideration. The Vestry will act on the proposal at its next regular monthly meeting. In the interval between the meetings, Vestry members are encouraged to offer suggestions for changes in the proposal.

By a simple majority vote the Vestry may accept the proposed policy as presented, amend it, table its consideration, reject it, or refer it to the Policy Committee or another committee for further development.

### *Publication*

The Policy Committee will maintain an up-to-date compilation of all GHTC policies, along with the date of each policy's adoption by the Vestry. All policies will be accessible to GHTC members and employees through the church website's Member Center, searchable by keyword. The Policy Committee will provide updated information to the employee who maintains the website whenever the Vestry adopts or changes policies. When appropriate, the congregation will be notified through GHTC's regular communications vehicles, when a policy is adopted or

changed. The Register will provide adopted policies to applicable committees and ministries. The Rector will provide adopted policies to employees whose work is impacted by the policy.

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### **Committees and Ministry Groups** (March 21, 2024)

Grace & Holy Trinity Church establishes committees to collaborate with the Vestry and staff to design and oversee the activities of the church. Grace & Holy Trinity Church establishes ministry groups to carry out its activities. The Vestry provides communications, financial and organizational support to committees and ministry groups.

The Vestry determines each committee's and ministry group's charge and names its chair after requesting nominations from the committee/ministry group, staff, and Vestry. The Rector and Senior Warden serve as ex-officio members of all committees and may designate a staff member or Vestry member to serve in their place as an ex-officio member of each committee.

Committees are made up of members. Ministry groups are made up of parishioners who carry out their work. Both committees and ministry groups shall invite GHTC parishioners to participate in their work, maintaining a mix of newer members with those with experience. Committee members are expected to serve at least one year on the committee.

Each committee will annually inform the Vestry of the names of its members. Each committee and ministry group will provide a brief annual report to the Vestry.

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### **Long-Standing Committees of the Vestry**

Almost since their founding, Grace Church's and Holy Trinity Church's vestries have used committees to help administer the church. The dates when these committees were established is not known but almost all minutes of GHTC's Vestry reflect their work.

- i) Finance Committee (mandated by diocesan canons)
- ii) Property Committee (mandated by diocesan canons)
- iii) Scholarship Committee (established to administer the Landon Mason Scholarship by Grace Church prior to its consolidation with Holy Trinity Church)

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### **Property Committee Policies** (March 21, 2024)

*Purpose:* The purpose of the Property Committee is to assist the church in the repair and maintenance of the property, buildings, and physical assets.

*Duties:*

1. Inspect all church property on an ongoing basis (at least once per year) with input from the clergy and staff.
2. In coordination with the staff representative on the Committee, various members will seek contract bids (preferably more than one bid per project) and oversee work being performed on the property. All contract bids are to be approved by a consensus of the Committee. These expenditures will come under the Capital Improvements (Major Repairs), line item 58513 of the church budget.

3. Expenditures in excess of \$5,000 and not exceeding \$20,000 to be reported to the vestry.
4. Expenditures in excess of \$20,000 to be approved by the vestry.
5. Maintain a list of all short- and long-term repair, maintenance, and capital needs of the church.
6. Keep the Vestry and Endowment Fund Trustees apprised of any significant future budget requirements.
7. Prepare an annual budget recommendation for major repairs and other capital needs.
8. Oversee the coordination of periodic parish workdays.

***Structure:***

The Committee shall consist of six lay members including the Chairman. Members are not elected, but rather are recruited by the existing Committee members, or recommended by the rector, and serve staggered three-year terms. Ideally, membership will change at the end of the second quarter of each year. Members have the option to serve for a second three-year term.

In addition to the six lay members, the committee will include two ex-officio members. These include a member of the clergy or staff, as recommended by the Rector, and a representative of the Vestry as selected by the Senior Warden. Other officials of the Church are encouraged to attend meetings as necessary, including the Rector, Senior Warden, Treasurer, and representative of the Endowment Fund Trustees.

The Committee will meet formally at the direction of the Chairman on no less than a quarterly basis. During various times of the year, such as budgeting season or significant ongoing repairs, it is recommended that meetings be convened on a more frequent basis.

***Fiduciary Responsibilities:***

The Committee oversees that portion of the annual budget designated for Major Repairs. In conjunction with the staff or clergy member, it is the responsibility of the Committee to submit annual budget requests to the Finance Committee. For items in excess of normal Major Repair funding the Committee will seek the concurrence of the Vestry for large budget requests or significant capital requirements.

The Committee has access to a fund outside of the annual budget process via the Fund for Major Repairs. Any expenditures from this fund requires Vestry approval.

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**Committees Created by the Vestry (2022-2024)**

- i) **Centennial Committee** (February 15, 2022)  
Members Appointed by: Senior Warden  
Reports to: Rector and Vestry  
Number of Members: 5 to 8  
Term of Office: 2022 - 2025  
Charge: Plan and implement activities commemorating the merger of Grace Episcopal Church with Holy Trinity Episcopal Church in 1924 through June 2025

- ii) **Christian Formation Committee** (9/20/2023)  
Charge: Make recommendations to the staff and Vestry about the direction of formation programs for children and youth.
  
- iii) **Discernment Committee** (12/13/2023)  
Charge: To review applications and make a recommendation to the Vestry for a new priest-in-charge for GHTC. Its work ended May 11, 2024 upon the acceptance by the Vestry of its recommendation of the Rev. Brent Melton.
  
- iv) **Parish Life Committee** (1/17/2024)  
Charge: To coordinate and enhance communications among ministries whose purposes are to build community among members of GHTC.
  
- v) **Personnel Committee** (10/18/2023)  
Charge: Coordinate with the Rector policies and practices to support and care for all GHTC staff
  
- vi) **Policy Committee** (September 21, 2022)
  
- vii) **Outreach Grants Committee** (6/19/2024)  
 The Outreach Grants Committee, composed of three to seven appointed members from the congregation, will be established to review grant applications received from organizations in the Richmond community and make recommendations to the vestry for award of grants to support worthy projects. The committee's role will be advisory, and the approval process will remain with the Vestry. The members of this committee will be appointed by the Missions/Outreach Committee. The appointed members will not be directly affiliated with any of the ministries represented on the Missions/Outreach Committee. The members of the Outreach Grants Committee will serve three-year terms. The members of the committee will typically cycle off after three years and be replaced by newly appointed members. The cycles will assure the retention of members who will be able to offer a historical perspective in the deliberations.  
  
 The Outreach Grant funds are allocated in the annual Grace and Holy Trinity Church budget. The total amount allocated for outreach grants will vary from year to year. The purpose of the grants is to help support initiatives in our community involving members of the GHTC congregation that promote the church's faith and provide services to people, such as education, literacy, social justice, health care, and economic development. The funding priorities each year will be established by the Missions/Outreach Committee.
  
- viii) **Outreach/Mission Committee** (12/13/2023)  
Charge: To coordinate activities and enhance communications among ministries whose purposes are to share God's love with our broader community.
  
- ix) **ShelbyNext Committee** (10/18/2023)

Charge: Determine how people are organized in the database while safeguarding and maximizing its usefulness, as well as evaluate whether /ShelbyNext is the best software for our community.

x) **Stewardship Committee** (12.13/2023)

Charge: To coordinate yearlong giving to GHTC

xi) **Visitors Committee** (February 15, 2022)

Reports to: Rector and Vestry

Number of Members: 5 to 8

Term: ongoing

Charge: Plan and implement regular activities, including home visits, to welcome newcomers to GHTC activities and into the broader life of the church, enlisting additional volunteers to help carry out the activities

xii) **Worship Committee** (January 17, 2024)

Reports to: Rector and Vestry

Number of Members: 5 to 8

Term: ongoing

Charge: Advise and consult with the clergy about worship procedures and activities, keeping in mind that the clergy has ultimate authority over worship.

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**Setting the Date for the Annual Congregational Meeting** (June 19, 2024)

The Vestry will set the date and time for the annual congregational meeting, upon recommendation from the Rector and wardens. The meeting will be held at Grace & Holy Trinity Church on a Sunday in February. At least one week prior to the meeting, the congregation will be informed of its time and place.

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**Conduct of Vestry Meetings** (10/14/2014)

Whereas, the canons of the Episcopal Church USA (I.14.3) and the canons of the Diocese of Virginia (canon 11, section 10) state that “the Rector or other such member of the Vestry designated by the Rector shall preside in all meetings of the Vestry;”

And whereas, the canons of the Diocese of Virginia (canon 11, section 10) state that “all meetings of the Vestry shall be subject to the Rector’s call, but in case he fails to call a meeting when requested to do so by two Vestry members, such Vestry members may themselves call a meeting giving at least three days’ notice to the Rector and to each Vestry member;”

And whereas, in accordance with the canons of the Diocese of Virginia (canon 11, section 12), the Church Vestry shall meet as a whole at least quarterly;



And whereas, a “majority of the Vestry members who have qualified, exclusive of the Rector, shall constitute a quorum, but any Vestry may by resolution fix a smaller number to act as a quorum at future meetings” (canon 11, section 10);

And whereas, as the canons of the Diocese of Virginia (canon 11, section 10) state, the “Vestry may adopt by-laws not inconsistent with the Diocesan or National canons;”

Let it therefore be resolved that the Vestry of Grace and Holy Trinity Church affirms the National and Diocesan canons;

Let it be further resolved, that invitations may be requested by and issued to parish members and to members of the larger community, to attend and to speak at Vestry meetings about items of importance to the Vestry and to the mission of the parish, with such invitations being made by the Rector and the Wardens on their own initiative, or upon recommendation to the Rector and Wardens by a majority of Vestry members;

And let it be further resolved, in order for the Vestry meetings of Grace and Holy Trinity Church to be run in an effective and orderly fashion, and so that all members of the parish can understand what is the policy of the Vestry regarding its meetings, that the Vestry affirms its right to determine who, other than the Rector and the elected members of the Vestry, may be present at its meetings, when they may be present, and who may speak during its meetings;

And be it further resolved that the Vestry may, upon the call of the Rector and Wardens or a majority vote of the Vestry, enter into an “executive session,” which deliberations are to be held in strict confidence by the members of the Vestry, with the understanding that any resolutions passed by the Vestry in executive session be communicated by the Rector and Wardens to such persons (or class of persons) as may be named by the resolution adopted in executive session, or such persons as the Rector and Wardens deem appropriate;

And finally, be it resolved, that the Rector, Wardens, and Vestry may include special invitees, such as employees or staff members, to take part in an executive session, but that the Rector and elected members of the Vestry may never be excluded from such a session.

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### **Election of Diocesan Delegate and Alternate** (3/31/2022)

Each Diocesan Delegate and Alternate shall serve a two-year term of office. At the conclusion of the alternate’s term, that individual shall then become the delegate and serve a new two-year term in the position.

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### **Vestry Elections**

#### Adopted by the Congregation on February 19, 2023

The following procedures will govern election to the Vestry of Grace & Holy Trinity Church:

1. At each annual meeting the congregation will elect new Vestry members to fill the vacancies created by the end of terms or resignation of Vestry members.

2. The number of positions open each year will be adjusted if necessary to maintain the maximum size Vestry allowed by the diocesan canons.
3. The term of Vestry members will be three years, beginning at the next meeting of the Vestry after their election and ending when their successors take office.
4. A vestry member may not be elected to a consecutive term, except when a Vestry member has been elected to fill an unexpired term. In such cases, a Vestry member will complete the unexpired term and then be eligible for election to a full term, provided that the Vestry member has served less than one and one-half years of the unexpired term.
5. Those nominees receiving the most votes will be elected, without requiring that each receive the number of votes equal to the majority of those voting.
6. Other rules pertaining to the Annual Parish Meeting and election of Vestry members will be consistent with the diocesan canons and will be adopted by the Vestry and communicated to the congregation.
7. These procedures will remain in effect unless they are changed at an Annual Parish Meeting. They may be changed by majority vote of the congregation, upon recommendation of the Vestry after notice to the congregation of at least one week.

### Adopted by the GHTC Vestry on December 14, 2022

#### *Vestry Nominee Qualifications and Expectations*

To be nominated to serve on the Vestry, candidates must be confirmed adult communicants in good standing of Grace & Holy Trinity Church. This means that they must:

- Be at least 16 years old;
- Have been baptized or received and confirmed in the Episcopal Church;
- Have received Holy Communion in an Episcopal church at least three times in the preceding year;
- Have, for the previous year, been faithful in corporate worship, unless for good cause prevented; and
- Have been faithful in working, praying, and giving for the spread of the Kingdom of God.

In addition to these requirements, Grace & Holy Trinity expects candidates to have exercised strong leadership in one or more areas of parish life and to have made and paid a personally meaningful and strong financial pledge to the general operating budget of the church for at least the year prior to the election.

Before taking office, each Vestry member must sign a declaration and promise set forth in the canons of the church.

#### *Nominating Committee*

Vestry members in the last year of their terms will serve as the Nominating Committee. The Senior Warden will appoint the chair. The Nominating Committee will:

1. Solicit nominations from members of the congregation;
2. Obtain nominations who represent the breadth of the congregation and possess the skills needed to further the mission of the church;
3. Determine the eligibility to serve of all potential nominees;
4. Inform all potential nominees of the responsibilities of Vestry members;

5. Ask all potential nominees if they are willing to serve;
6. Obtain from all nominees a short biographical statement and picture for inclusion on the website, Sunday bulletin and other communication;
7. Present to the congregation the number of nominees equaling at least the number of vacancies plus three.

In addition to nominees presented by the Nominating Committee, members of the congregation may submit nominations to the chair of the Nominating Committee no later than fifteen days prior to the Annual Parish Meeting. The committee will add to the information shared with the congregation prior to the election the names, pictures and biographical sketches of those congregational nominees eligible and willing to serve.

### *Election Process*

1. Nominees' names, pictures and brief biographical statements will be included on the website and in at least one Sunday bulletin prior to the Annual Parish Meeting.
2. The election will be in person at the Annual Parish Meeting held at a place and time designated by the Vestry.
3. Election will be by secret ballot.
4. Ballots marked for more than the number of vacancies will not be counted. Ballots marked for fewer than the number of vacancies will be counted.
5. The Senior Warden will appoint election tellers who will count the ballots and report the results to the Senior Warden.
6. Eligible voters must be adult members in good standing of Grace & Holy Trinity Church, meaning they:
  - a. Are at least 16 years old;
  - b. Have been baptized or received and confirmed in the Episcopal Church;
  - c. Have received Holy Communion in an Episcopal church at least three times in the preceding year;
  - d. Have, for the previous year, been faithful in corporate worship, unless for good cause prevented; and
  - e. Have been faithful in working, praying, and giving for the spread of the Kingdom of God.
7. Qualified voters must number at least 10% of the number of active communicants in the church.
8. Nominees receiving the most votes will be elected. In the event of a tie vote, the Senior Warden will determine the winner by lot.
9. The Senior Warden will announce the names of those elected upon completion of the vote count. New Vestry members will also be announced on the website and in the following Sunday's bulletin.
10. In the event of a vacancy on the Vestry, the remaining members may elect a qualified member of the congregation to fill the vacancy until the next Annual Parish Meeting, when the vacancy will be filled in the same manner as the election of other members of the Vestry. A person elected by the congregation to fill a vacancy will serve for the remaining portion of the term of the person being replaced.

## VESTRY POLICIES REGARDING FINANCE

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### **Allocation of Funds from Bequests**

One half of any undesignated bequest will be allocated to major repairs of GHTC's physical plant. (The date of adoption is uncertain. The policy was likely adopted prior to 2006, the year from which Vestry minutes were reviewed. Many references in subsequent Vestry minutes restate this policy).

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### **Dorothy Lee Fund Distributions** (Mutually Adopted by the Rector and Vestry, October 19, 2022)

#### *Background*

In 1992 GHTC parishioner Dorothy Elizabeth Lee died, designating the church as a beneficiary in her will, stipulating that her bequest "be used at the rector's discretion to assist any member of the Church, or one who regularly attends, who may be in financial need."

In December 1997, GHTC received a \$20,000 bequest in the will of Robert M. Jarrell, requesting that the Vestry "apply this gift for the poor and needy in the parish community." At that time the Vestry delegated to the Rector the authority to decide how these funds are expended and combined the Jarrell bequest with the Lee bequest in the Dorothy Lee Fund ("the Fund").

In March 2018, the Vestry transferred the Fund to the Endowment Fund Trustees for oversight and recommended that the Rector order withdrawals for the purposes designated as specifically permitted in Ms. Lee's will.

The Internal Revenue Service requires that a charity keep "adequate records and case histories" for distributions like those from the Fund. This policy of the Vestry and Rector defines the conditions under which expenditures from the Fund may be made.

#### *Eligibility*

In authorizing disbursements, the Rector will determine whether a potential recipient is either:

- A member of Grace and Holy Trinity Church; or
- "One who regularly attends" services or participates in ministries of GHTC, including those who benefit from the Red Door Ministry, Circles RVA and other ministries that benefit individuals in financial need in the community.

If the Rector determines that verification of financial need is necessary, he/she shall request such documentation from the potential recipient or other appropriate source.

#### *Amount Distributed*

The Rector shall determine the amount of each distribution, based on the amount in the Fund and the individual need. A single distribution shall not exceed \$7,500 or 1% of the Fund's total assets at the time of the distribution, whichever is the smaller amount. No individual may receive more than this amount annually. If the Rector believes a distribution

larger than this is justified, the Rector shall discuss this with the Senior Warden prior to making the distribution. However, such distribution shall remain in the sole discretion of the Rector.

### *Notification*

GHTC will annually communicate with its members and with the leaders of its ministries to make them aware of the availability of the Fund to assist those eligible to receive distributions as well as any procedures to request a distribution.

### *Process*

The Rector may, at the Rector's discretion, make a distribution to meet a specific financial need of which the Rector is aware. Application by the potential recipient is not necessary.

Upon determining that a distribution is appropriate, the Rector will request that the Treasurer of the Endowment Fund transfer to GHTC the amount of the distribution.

Upon receipt of the funds from the Endowment Fund and upon authorization by the Rector, the financial secretary will process the distribution and send it to the recipient.

### *Reporting*

Annually the Rector will provide the Vestry with information about distributions from the Fund, including:

- The total amount distributed from the Fund during the previous twelve months;
- The amount of each distribution; and
- A general statement of recipients' financial needs met by distributions, without including the recipients' name or information specific enough to identify recipients. Information about needs met will not be identified for each distribution but rather for distributions in the aggregate.

The Rector shall maintain, in a confidential file, information about each distribution to include:

- The name and address of the recipient;
- Statement of membership or regular attendance;
- The financial need of the recipient, along with any documentation deemed necessary by the Rector regarding that financial need;
- The date of the distribution; and
- The amount of the distribution.

Upon request by the Senior Warden, he or she may review this confidential file but may not make copies of any document in the file.

The total amount distributed each year along with a general description of the Fund's origins and use shall be reported annually to the congregation.

If a distribution is made to any employee of GHTC, it should be noted in the records that the distribution was made through the prescribed process and approved on the basis of the individual's financial need and was not treated as compensation to the employee.

### *Confidentiality*

In all steps of the process, the Rector, check signers, Senior Warden, and other staff and members shall keep in strict confidence all information concerning distributions from the Fund, especially keeping the names and situations of individuals who received distributions confidential.

If the Rector makes a distribution to individuals who are all in a similar situation (e.g. graduates of the Circles RVA program), that information may be disclosed at the Rector's discretion without including the names of the specific recipients.

### *Conflict of Interest*

No distribution shall generally be made from the Fund to benefit the Rector, a member of his/her family or someone with whom the Rector has a financial relationship. If a distribution is contemplated to any staff member, the Rector shall first discuss that distribution with the Senior Warden. Under extraordinary circumstances, and with the Senior Warden's written approval, a distribution may be made to the Rector or a family member of the Rector or someone with whom the Rector has a financial relationship.

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**Gift Acceptance** (Jointly adopted by the Vestry and the Grace & Holy Trinity Endowment Fund, Inc., May 14, 2013)

### *Purpose*

This gift acceptance policy provides guidelines to representatives of Grace & Holy Trinity Church who may be involved in the acceptance of gifts, to outside advisors who may assist in the gift planning process, and to prospective donors who may wish to make gifts to Grace & Holy Trinity Church ("GHTC") or the Grace & Holy Trinity Endowment Fund, Inc. ("Endowment Fund"). This policy is intended only as a guide and allows for flexibility on a case-by-case basis. The gift review process outlined here, however, is intended to be followed closely.

Gifts may be made to either GHTC or the Endowment Fund. Both support GHTC but are administered in different ways.

The Endowment Fund is administered by the Endowment Fund Trustees ("Trustees"). Unless otherwise specified by the donor, gifts to the Endowment Fund are invested, and a specific amount of the year-end principal value of the Endowment Fund is used to support GHTC and its ministries.

Gifts to GHTC are under the control and discretion of the GHTC's Vestry ("Vestry"). Unless otherwise specified by the donor, the Vestry may use the gift for immediate needs of GHTC or may invest the funds along with other gifts to support GHTC's needs over time.

These policies are applicable to gifts to both entities.

### *Cash*

- 1) All gifts by check shall be accepted regardless of amount.
- 2) Checks shall be made payable to Grace & Holy Trinity Church or to Grace & Holy Trinity Endowment Fund, Inc. In no event shall a check be made payable to an individual who represents GHTC in any capacity.

### *Publicly Traded Securities*

- 1) Marketable securities, such as those traded on a stock exchange, can be accepted. The financial secretary can provide details on transferring stock to the brokerage accounts of either GHTC or the Endowment Fund. Generally, if the value has increased over time, it is to the donor's advantage to transfer the stock and let GHTC or the Endowment Fund sell it. If the stock has lost value, the donor may want to sell it and incur the loss for tax purposes before making a gift of the cash proceeds of the sale. Donors should consult with their financial advisors for specific tax advice surrounding any gifts.
- 2) For gift crediting and accounting purposes, the value of the gift of securities is the average of the high and low prices on the date of the gift.
- 3) A gift of securities normally would be liquidated immediately. However, if the gift is directed to the Endowment Fund, a decision regarding the liquidation of the securities will be deferred until after the transfer of the securities to the Endowment Fund's investment manager. The investment manager will act on the Trustees' decision whether to sell or hold the securities, which will be based on overall portfolio considerations.

### *Closely Held Securities*

- 1) Non-publicly traded securities may be accepted after consultation with the Vestry or the Trustees.
- 2) Prior to acceptance, the donor shall demonstrate that he/she has clear title and the right to transfer the securities. Representatives of the Vestry or trustees, as applicable, will explore methods of timing of liquidation of the securities through redemption or sale. They will try to determine:
  - a. An estimate of fair market value,
  - b. Any restrictions on transfer,
  - c. Whether and when an initial public offering or other liquidity event might be anticipated, and
  - d. If owning the shares would create any actual or contingent liabilities for the recipient.
- 3) No commitment for repurchase of closely held securities shall be made prior to completion of the gift of the securities.

### *Real Estate*

- 1) Any gift of real estate must be reviewed and approved by the Vestry or the Trustees.

- 2) The donor normally is responsible for obtaining and paying for an appraisal of the property. The appraisal will be performed by an independent and qualified real estate appraiser.
- 3) The appraisal must be based upon a personal visitation and internal inspection of the property by the appraiser. Also, whenever possible, it must show documented valuation of comparable properties located in the same area. The appraisal should contain photographs of the property, the tax map number, the assessed value, the current asking price, a legal description of the property, the zoning status, and complete information regarding all mortgages, liens, litigation, or title disputes.
- 4) GHTC or the Endowment Fund reserves the right to require an environmental assessment of any potential real estate gift.
- 5) Representatives of the Vestry or the Trustees shall investigate any other liabilities associated with the property, including any leases or taxes owed, as well as the marketability of the property.
- 6) The property must be transferred to GHTC or the Endowment Fund prior to any formal offer or contract for purchase being made.
- 7) The donor may be asked to pay for all or a portion of the following:
  - a. Maintenance costs,
  - b. Real estate taxes,
  - c. Insurance,
  - d. Real estate broker's commission and other transfer costs,
  - e. Appraisal costs, and
  - f. Any other appropriate costs associated with the property.
- 8) For gift crediting and accounting purposes, the value of the gift is the appraised value of the real estate; however, this value may be reduced by costs of maintenance, insurance, real estate taxes, brokers' commission, and other expenses of sale.

### *Life Insurance*

- 1) GHTC or the Endowment Fund can be named as a contingent beneficiary or the beneficiary of a percentage of a life insurance policy.
- 2) Any gift of a life insurance policy must be referred to the Vestry or the Trustees.
- 3) As a general rule the Vestry or the trustees will accept ownership of a life insurance policy that is not a paid-up policy as a gift only if GHTC or the Endowment Fund is named as the owner and beneficiary of 100% of the policy.
- 4) If the gift is a paid-up policy, the value for gift crediting and accounting purposes is the policy's value as determined by the issuing insurance company.



- 5) If the policy is partially paid-up, the value for gift crediting and accounting purposes is the policy's value as determined by the issuing insurance company.

### *Tangible Personal Property*

- 1) Any gift of tangible personal property which the donor claims to be worth \$250 or more shall be referred to the Vestry or the Trustees prior to acceptance.
- 2) A gift of jewelry, artwork, collections, equipment, or software shall be assessed for its benefit to GHTC or the Endowment Fund, which may be realized either by being sold or by being used in connection with GHTC's exempt purpose.
- 3) The valuation of the gift for tax purposes shall be the responsibility of the donor.
- 4) GHTC and the Endowment Fund shall adhere to all IRS requirements relating to disposing of gifts of tangible personal property and will provide appropriate forms to the donor and IRS.

### *Deferred Gifts*

- 1) GHTC and the Endowment Fund encourage deferred gifts in their favor through any variety of vehicles, including but not limited to:
  - a) Charitable gift annuity (or deferred gift annuity) issued by the Episcopal Church Foundation. (Neither GHTC nor the Endowment Fund offers Charitable Gift Annuities.),
  - b) Pooled income fund,
  - c) Charitable remainder trust,
  - d) Charitable lead trust,
  - e) Bequest,
  - f) Retained life estate, and
  - g) Naming the Church as a beneficiary of IRAs and retirement plans.
- 2) GHTC or the Endowment Fund (or an employee or designee of either) shall not act as an executor (personal representative) for a donor's estate. A member of the GHTC staff serving as personal representative for a member of the parish does so in a personal capacity, and not as an agent of GHTC.
- 3) GHTC or the Endowment Fund (or an employee or designee of either) shall not act as trustee or fiduciary of a charitable remainder trust.
- 4) The legal title to be used is:

Grace & Holy Trinity Episcopal Church  
8 North Laurel Street  
Richmond, VA 23220

OR

Grace & Holy Trinity Endowment Fund, Inc.  
Grace & Holy Trinity Church  
8 North Laurel Street  
Richmond, VA 23220

- 5) When appropriate GHTC or the Endowment Fund may invite prospective donors to consider the gift vehicles offered by the Episcopal Church Foundation (specifically, Charitable Remainder Trusts, Charitable Gift Annuities, and the Pooled Income Fund), as well as its investment services.
- 6) When donors are provided planned gift illustrations or form documents, these will be provided free of charge. For any planned gift related documents, materials, illustrations, letters or other correspondence, the following disclaimer should be included:
 

*We strongly urge that you consult with your attorney, financial and/or tax advisor to review and approve this information provided. This information in no way constitutes advice. We will gladly work with your independent advisors to assist in any way.*
- 7) All information obtained from or about donors/prospects shall be held in the strictest confidence by GHTC or the Endowment Fund staff and volunteers. Neither the name, the amount, nor the conditions of any gift shall be published without the express written approval of the donor and/or beneficiary.
- 8) GHTC or the Endowment Fund will seek qualified professional counsel in the exploration and execution of all planned gift agreements. GHTC recognizes the right of fair and just remuneration for professional services.

The Vestry or the Trustees reserve the right to decline any gift that does not further the mission of GHTC. Any gifts that would create an administrative burden or cause GHTC to incur excessive expenses may be declined.

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**Restricted Funds:** For most of these funds, the Vestry adopted guidelines for their use and management. In other instances, guidelines for their use were a condition of the donor. Other information about each fund's use is included for clarity.

#### 1) *Funds Owned by GHTC and Managed by the GHTC Endowment*

Conditions established by the Vestry for management of the Watkins, 1618 and Twenty-First Century funds:

- Accounted for separately from other funds in the endowment.
- Use of funds subject to stipulations (see description of each fund).
- An amount not to exceed 5% of the principal and undistributed income on a three-year rolling basis to be paid to the Church at least annually.
- All accounts share in the return on investments for all funds in the endowment, equally on a proportional basis.

#### *Lucie L. Watkins Fund*

- A 1961 bequest from Mrs. Watkins, widow of J. Randolph Watkins.
- Donor stipulation: "To be used by that church wherever it is needed."

### *1618 Fund*

- Created in 2006 from the proceeds from the sale of GHTC's childcare center
- 2006 action of the Vestry stipulated preference in grants approved by the Vestry to non-profit organizations in Richmond and Chesterfield, Hanover, Henrico, and Goochland counties that:
  - Support pre-school education,
  - Provide access to K-12 education for underserved children,
  - Provide basic needs of children and families, and
  - Supplement other GHTC outreach funds.
- 2016 Vestry action changed the draw from 4% to 5% of the principal and undistributed income, resulting in about a \$5,000 annual increase in revenue to GHTC.
- 2021 Vestry action changed its use to be "wherever it is needed as determined by the Vestry."

### *Twenty-First Century Fund*

- Created by a 2006 gift, with additional gifts welcomed, to support the ongoing ministries and operation of GHTC, as allocated by the Vestry.
- Donor Stipulation: Total funds released annually are not to exceed the equivalent of 10% of the annual operating budget of GHTC. If that amount is exceeded "the Vestry is to actively seek appropriate ministries to fund, secular and/or ecclesiastical in the local community and beyond."
- Unexpended funds will be accrued and will be considered as available for distribution in subsequent years.

### Dorothy Lee Fund

- Created by a 1992 bequest of Dorothy Elizabeth Lee.
- Designated by Ms. Lee to assist a GHTC member or regular attender in financial need .
- A 1997 bequest of Robert Jarrell for a similar purpose was added to this fund by the Vestry.
- Disbursed at the request of the Rector or Vestry and used at the Rector's discretion.
- Managed by the Endowment Trustees as part of the General Fund but maintained in a separate subaccount for accounting purposes.
- Vestry adopted policy in October 2022 established guidelines for distributions from the fund. See above.

### John W. Gordon Family Trust for the Arts at GHTC

- 2015 gift from Anne Gordon Curran of money and securities in memory of John W. Gordon, a warden of Holy Trinity Church and then of GHTC from 1896 until 1928
- Stipulated by the donors to maintain memorials to the Gordon family at GHTC, including four paintings in the chancel, two windows in the church and one window in the chapel.
- Distributed at the request of the Rector or Vestry.
- Managed by the Endowment Trustees as part of the General Fund but maintained in a separate subaccount for accounting purposes.

### Good Shepherd Fund

- Created in 2013 by a gift to GHTC.
- Yields a \$10,000 contribution to GHTC's annual stewardship campaign.
- Used upon request by and at the discretion of the Vestry.
- Management stipulations by the donor may result in additional disbursements.

### 2) *Fund Owned and Managed by the GHTC Endowment whose Proceeds go into the Annual Pledge Campaign*

#### Thomas and Margaret Disharoon Fund

- Given by the Disharoon charitable trusts, with several assumptions and stipulations.
- Intended to endow an annual payment to GHTC of \$25,000.
- Proceeds traditionally have gone into the budget adopted by the Vestry.

### 3) *Funds Owned and Managed by GHTC*

These funds were given to GHTC or were allocated by the Vestry for specific purposes. They are maintained in GHTC's accounts, with oversight by the Vestry through monthly financial reports from the Finance Committee.

#### Altar Guild

- Used at the discretion of the Altar Guild in creating a beautiful worship space

#### Bells

- Given in memory of a parishioner with additional contributions.
- Designated by the donor to support the installation of bells in the church tower.

#### Bequests

- Given by estates, with their use undesignated by the donor. Bequests for designated purposes are included in the funds designated for that purpose.
- Used at the discretion of the Vestry, with 2016 Vestry action designating half of each bequest to be used for major repairs.

#### Capital Campaign

- Given by donors for the 2014 renovation of the Parish Hall.
- Used to reduce the loan through Davenport and Company for the Capital Campaign.

#### Christian Education

- Used at the discretion of the GHTC staff coordinating Christian education.

#### Discretionary - Rector

- Loose offering the first Sunday of each month.
- Used at the discretion of the Rector.

#### Discretionary – Associate Rector

- Used at the discretion of the Associate Rector.

#### Emergency Assistance

- Used at the discretion of the Associate Rector.

#### Evangelism

- Grant from the Endowment in November 2015
- Stipulated by the Endowment Trustees to be used for banners/signage outside GHTC.

#### Memorials

- Undesignated gifts in memory of deceased parishioners or in honor of parishioners. (Designated gifts are included in the funds for the designated purpose.)
- Used at the discretion of the Vestry.

#### Missionary Society (Belize Mission Team)

- Gifts and fundraiser proceeds.
- Used for mission trips at the discretion of the Clergy and Steering Committee of the Missionary Society.

#### Major Repairs

- For significant repairs and maintenance of GHTC facilities.
- Used at the discretion of the Vestry.

#### Music

- Used at the discretion of the Choirmaster and Organist.

#### Columbarium

- Proceeds from purchases of niches in GHTC's columbarium.
- Used to maintain the columbarium and to repay a loan from the Memorial Fund to complete the installation of the columbarium.
- Use designated by purchasers.

#### Outreach

- Provides donations to agencies outside GHTC.
- Donations from parishioners and others.
- Used at the discretion of the Associate Rector and the Grants Committee.

#### Publicity

- Collected over the years from the sale of post cards and note cards.
- Used at the discretion of the Rector for GHTC publicity.

#### Red Door Ministry

- Initiated with the founding of GHTC's soup kitchen in 1982.
- Used at the discretion of the Associate Rector.

#### Reynolds Foundation Grant

- Formerly CARITAS Grant
- Used to pay the kitchen coordinator for the Red Door Ministry
- Used the discretion of the Associate Rector in accordance with grant requirements.

#### Reimbursements

- Money temporarily held for a specific purpose (e.g. altar flowers, Christmas card sales) before being expended for that purpose.
- Use designated by the donor.

#### Turner Library Fund

- A certificate of deposit given in 1992 by Ann T. Redmond in memory of her father Richard W. Turner, with the interest available to GHTC.
- Designated by the donor to purchase books for the church library and children's library.
- With the permission of the donor, in 2022 the Vestry allocated funds to purchase Godly Play materials and placed a plaque in the Godly Play room honoring Mr. Turner.

#### VCU Campus Ministries

- Grant from the Diocese of Virginia and other gifts.

- Used at the discretion of the GHTC staff assigned to campus ministry.

#### 4) *Scholarship Funds Managed by the GHTC Endowment*

##### GHTC Endowment Scholarship Grants

- Pass through account for annual grants from the Endowment Trustees to provide tuition assistance for parishioners as determined by the Scholarship Committee.

##### Landon R. Mason Fund

- Established by Grace Church in honor of their rector from 1891-1917.
- Held by the Trustees of the Church Schools of the Diocese of Virginia.
- Income used to support scholarship(s) at one of the church schools in the diocese.
- Recipient designated by the Vestry, which has authorized the Scholarship Committee to select the recipient, disclosing the name to the Senior Warden.

##### Claudia Forrest Patrick Scholarship Fund

- Created by Ann Rawlings, who requested that the decision about who should receive the scholarships should be left “to the Rector and a Scholarship Committee of Grace & Holy Trinity Church” and “subject to its continual approval by the Trustees of the Endowment Fund.”

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#### **Requests from the GHTC Endowment** (February 16, 2010)

Requests for funding from the Endowment Fund should be forwarded to the Rector who will bring them to the Vestry for consideration. Upon Vestry approval, requests will be referred to the Endowment Fund Trustees for consideration.

## VESTRY POLICIES REGARDING FACILITIES

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### **Alcohol Use** (March 15, 2022; amended March 21, 2024)

In accordance with the Amended Diocesan Alcohol Use Policy adopted in 2019 by the 225<sup>th</sup> Convention of the Diocese of Virginia, the Alcohol Policy of Grace & Holy Trinity Church (“Church”) regarding the use of non-sacramental alcohol is as follows:

1. Alcohol may be served at an event on Church premises subject to prior notice to, and with the consent of, the Rector or the Rector’s designee, but only within the Parish Hall. Alcoholic beverages may not be taken out of the Parish Hall. No one under the age of 21 is permitted to consume any alcoholic beverages. Food must be served whenever alcohol is available and an equally accessible and attractive non-alcoholic beverage option must be provided. Moderation is to be observed in the serving and consumption of alcoholic beverages and every effort must be made to ensure that anyone who appears to have had too much to drink does not drive.

Any beverage that contains alcohol (i.e. punch) must be clearly labeled as an alcoholic beverage.

2. Alcohol that is to be served at an event on Church premises may be stored at the Church prior to the event, at a secure location and for a length of time designated by the Rector or the Rector’s designee. All unconsumed alcohol will be removed from the Church premises at the end of the event or stored at the church in a secure location. (amended March 21, 2024).
3. Alcohol is not permitted at any function or program, on or off Church premises, that is for minors such as Youth Group, Scout meetings or outings, Campus Ministry meetings or events, etc.
4. No church business or open discussion of issues is to be conducted during or after the serving of alcohol, either on or off Church premises. This includes but is not limited to, Vestry meetings, Search Committee meetings, all Church committee meetings, and ministerial program meetings.
5. All Virginia state laws regarding alcohol shall be complied with. In the event alcohol is to be sold, the Church or other sponsoring party must obtain a license from the appropriate Virginia ABC Regional Office.

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### **Columbarium** (October 14, 2014)

#### *Overview*

A Columbarium is a consecrated place where the cremated remains of deceased persons may be placed, with the name and dates of birth and death recorded. It is an arrangement of niches in a wall into which an urn holding the ashes is committed.

Christian tradition has looked upon burial as the final act of faith, a witness to one's belief in the resurrection of the body and everlasting life. Churches have traditionally been the natural repository and final resting place of deceased members of the Christian community. Burial within the church itself or in an adjacent churchyard was once a common practice. The amount of land necessary for a burial ground is no longer available to most churches and a myriad of laws and regulations make it extremely difficult to establish a burial site.

In recent years, cremation with committal of cremated remains, rather than burial, has become more common. In this way, the remains of the deceased can remain at the church that played such an important part in their lives. In some cases, many people are turning to cremation as an economical, dignified way to address the rising cost of funerals. As more and more people turn to cremation, the cost of traditional funerals will continue to rise. By creating a Columbarium, we are addressing the needs of those who choose cremation and would prefer to be located on the grounds of the parish.

The word "columbarium" comes from Latin and translates as a compartmentalized house for doves, the gentle birds mentioned in Holy Scripture and recognized as symbols of peace. The Columbarium at Grace & Holy Trinity Church (the "Church") is a place for reflection and remembrance and a part of our church's ongoing ministry to both the living and the dead. It is a comfortable place, a place for family and friends to gather in love and remembrance, a consoling link between life and death.

*And I heard a voice from heaven saying, "Write this: Blessed are the dead who from now on die in the Lord"  
"Yes," says the Spirit, "they will rest from their labors. . ." Revelation 14:14 NRSV*

### ***Ownership***

The Columbarium, as a part of the property of the Church, is held in trust by the trustees of the Church and for the Episcopal Diocese of Virginia. The Columbarium is managed by the Vestry of the Church (the "Vestry") with the assistance of the staff and clergy of the Church as necessary.

### ***Administration***

- a) All policies and related documents must be approved by the Vestry.
- b) If special cases arise in which the strict enforcement of the policy may impose unnecessary hardship, the Junior and Senior Wardens of the Vestry in consultation with the Rector, may, without notice, make exceptions, suspensions, or modifications of these policies when it appears advisable. Such exceptions are temporary and do not become part of these documented Columbarium Policies.
- c) The decisions of the Vestry shall be final and binding.
- d) The policies provided with the Columbarium Licensing Agreement are binding.
- e) The operations of the Columbarium may be administered by the staff and clergy of the Church as directed by the Vestry.

### ***Eligibility for Committal of Cremated Remains***

- a) Purchase of a License: Purchase of a license for a Columbarium niche will be available to anyone who is a baptized member of the Church at the time of submission of an application



(i.e. a record of their baptism may be found in the official parish records), and the immediate families of such baptized members as defined in Section b below.

- b) Eligibility for Committal of Cremated Remains: The purpose of the Columbarium is to provide for committal of cremated remains of those purchasers of licenses for Columbarium niches and the members of their immediate families. This includes non-Christian spouses and immediate family members. The term “immediate family or families” designated by the purchaser as used in this document means the spouse, partner, parents, children, stepchildren, grandchildren, stepparents, and step-grandchildren, and their respective spouses or partners and brothers and sisters of the member. The junior and senior wardens in consultation with the Rector shall resolve any questions regarding eligibility for committal of cremated remains.
- c) Eligibility of Others for Committal of Cremated Remains: From time to time, for pastoral reasons, the junior and senior wardens, and in consultation with the Rector, shall have authority to recommend to the Vestry that persons other than those referenced in paragraph b above be eligible for committal in the Columbarium. The Vestry by majority vote may decide on any changes to the eligibility requirements. Such changes shall be in the sole discretion of the Vestry whose decision shall be final.

#### *Purchase of a Niche License*

- a) License Purchase Price: The price of a single or two-person niche includes the right of committal of cremated remains, a memorial plaque, and upkeep of the Columbarium. These costs for committal of cremated remains are exclusive of any other costs that may be incurred by the purchaser, the eligible persons, or their respective estates at the funeral home of anywhere else for services rendered. Prices of the niche(s) will be reviewed and revised as necessary. No changes to the price will be made without approval of the Vestry.

Any purchaser of a license to a single niche may later request the purchase a double niche. Such request will be reviewed by the Vestry and in its sole discretion be approved, depending on availability and the payment of the difference in the purchase price of a single niche and a double niche in effect at the time of the request. In this event the single niche will revert to the church. Any purchaser of a double niche may later request to surrender rights to that niche in exchange for a single niche. This request may be granted depending upon availability and review by the Vestry. The Vestry may choose to refund the difference in price between the two niches, but refunds are at the sole discretion of the Vestry.

Purchase of a niche grants only the right of committal of cremated remains for not more than two (2) human cremated remains. Animal remains may not be placed in the Columbarium. The right of committal can be used for no other purpose and cannot be divided. The purchaser acquires no property rights in the Columbarium and its niches and agrees the said items and areas are at all times under the sole ownership and control of the Church. The right to place in a Columbarium niche the cremated remains of an eligible person(s), is based on the policies in effect at the time of purchase.

Prior to use, the license to use a designated niche may not be sold/transferred by the purchaser without the prior written approval of the Vestry. Upon written request by the

purchaser or his/her designee, the wardens will review and recommend action to the Vestry on all requests for assignment, transfer, bequest, or change of the right. Any approved transferee shall have all the rights of the original purchaser and shall be bound by all the terms of the original purchase. A transfer is recognized only upon written consent of the Vestry. Approval may be refused by the Vestry without cause. The privilege of licenses for committal of cremated remains in the Columbarium for eligible person(s) is personal and can be transferred only to other eligible persons. Should a request for transfer be refused, eighty percent (80%) of the initial license fee paid will be refunded.

The person holding the license of an unused niche may, with the consent of the Vestry, surrender the license of that niche at any time. Surrender shall be effective upon receipt by the Church of written notice of surrender and consent thereto by the Vestry. Within 90 days of effectiveness of surrender, the Church shall refund to the person surrendering the license the license fee paid for it, without interest, less a fee of \$200 to cover the Church's administrative expenses. Surrender of a license terminates all rights of all persons but the Church to the licensed niche.

No flowers, flags or other decorations are allowed at individual niches. The Church reserves the right to remove, add, or move flowers which have been placed on the altar in the Columbarium. Artificial arrangements are not permitted at any time.

Visits to the Columbarium may be made at times when the church is open. Typically, the church is open, at varying hours, Sundays through Fridays. It is always best to contact the clergy or the staff of the Church prior to making a visit to make sure the church is open or to make arrangements for a visit at alternative times.

Urns containing cremated remains may be removed from a niche only upon the written request of a person authorized by Virginia law to dispose of the remains. Removal shall take place only upon receipt of a fee paid in advance in an amount to be determined at the time of removal. Written requests will be reviewed by the wardens in consultation with the Rector. Upon approval, the License Agreement is deemed to be terminated. A request to reassign the right to re-use that niche may be made by the person holding the license. This request must be made at the same time as the removal request and will outline the reason/need for re-use. The request will be reviewed by the wardens and a recommendation made to the Vestry for final decision. If approved, a new License Agreement will be issued.

**It is the responsibility of the licensee** to notify the Church of any change of address of the licensee designated by eligible persons. All funds received with respect to the Columbarium shall be distributed and accounted for in accordance with the policies and procedures of the Church.

### *Application and Payment Process*

Any person who desires to purchase a license for a niche shall abide by the following procedures:

- a) All paperwork regarding the purchase of a license will be filed at the Church. A copy of these policies will be provided at the time of application by the staff of the Church. The application shall be in the form of the document entitled Application for Use Of

- Niche(s) in Columbarium. The full license purchase price shall be due upon submission of the application. The forms may be downloaded and printed from the Church's website, but the completed forms must be returned to the Church in person or via the United States Postal Service.
- b) The completed application shall be reviewed by the Rector. Any questions that may arise regarding eligibility will be handled in consultation with the junior and senior wardens at the time of the application. The decision regarding eligibility will be communicated to the applicant prior to proceeding with the application process.
  - c) The applicant shall receive a license for use of a designated niche ("License") in the Columbarium in the form of the document entitled Columbarium Licensing Agreement. Should more than one niche be purchased, the Church will attempt to assign the niches in relative proximity to each other. The licensee will have the option of selection of the niche, subject to availability, the number of which will be noted on the application.

### *Arrangement for Committal of Cremated Remains*

Arrangements for the committal of cremated remains must be made through the Rector and no committal may take place without the Rector's permission. He or she may be contacted at the Church office. When the need arises to commit remains in the Columbarium, arrangements should be made immediately so that the verification of records and completion of all required documents may be completed in a timely fashion.

The cremated remains of only one human may be placed in a single urn that meets the size parameters for the niches. The interior dimensions of the niche are 11 <sup>3</sup>/<sub>4</sub> inches deep, 9 <sup>3</sup>/<sub>4</sub> inches high, and 10 inches wide. At the time the Rector is contacted to arrange for the committal, the faceplate engraving form shall be confirmed and completed. The size, type, and manner of lettering on the faceplate will be determined exclusively by the Church. The licensee or the licensee's family has the sole responsibility for providing accurate names and dates for the engraving.

A Certificate of Cremation (or certified/notarized copy) shall accompany the ashes when they are presented for committal, providing evidence that they are of an eligible person in accordance with the provisions above.

The Rector shall have complete authority over all religious services for the committal of cremated remains in accordance with the Book of Common Prayer and the faith and practice of The Episcopal Church USA.

### *Liability*

The Church will endeavor to maintain the Columbarium and to adhere to the policies and procedures set out herein. However, neither the Vestry or clergy of Grace & Holy Trinity Church, nor the Episcopal Diocese of Virginia, nor any of its officers, agents, employees, parent or subsidiary entities, nor any person affiliated with these entities shall have any personal or vicarious liability under any theory whatsoever to any person or persons whomsoever, no matter how situated, for any of the following:

- a) Any action or inaction related in any way to the columbarium, the urn, the niche, and its use or any other aspect of the Columbarium;

- b) Any action or inaction related in any way to the urn and its contents that may be placed in the Columbarium, including the future possibility of moving or relocating the Columbarium and/or any of the urns;
- c) Any action or inaction related to obtaining necessary permits for committal of cremated remains, delays in committal of cremated remains for any reason, failure of the Church to adhere to any of the policies and procedures set forth herein;
- d) Any action or inaction relating to the loss or damage of the Columbarium or any of the urns or cremated remains contained therein from any cause whatsoever, including acts of nature, acts of God, thieves or vandals, and negligence whether simple, gross, or willful and wanton; and
- e) Any and all other causes of action under any theory whatsoever, whether arising via tort, contract, or statute.

***Continued Existence of the Columbarium***

It is the intent of the Vestry to operate and maintain the Columbarium in perpetuity. However, if for any reason whatsoever in the future the Vestry determines to discontinue such operation or maintenance, the Columbarium may be discontinued. In such case all rights and privileges held by any person shall terminate immediately, without any requirement for refunds. The Church shall use reasonable efforts to notify licensees or their successors by letter of the discontinuance of the Columbarium. Notice shall be sent by certified mail, return receipt requested or similar service, to the last known address of the licensee(s) or successor(s). Urns then in licensed niches will be disposed of as directed by the licensee or his or her successor(s). If the Church is not otherwise directed or it receives no response to such notification within three months, the urn containing the cremated remains will be relocated in accordance with the directions of the Vestry.

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**Facilities Use** (December 1, 2015; amended March 21, 2024)

***Who may use the facilities:*** Individuals, organizations, and groups whose purpose does not conflict with that of the Church. The number of attendees may not exceed 150 in the Parish Hall and 600 in the Church.

***Usage Fees:*** The usage fee for the Church is as follows:

4 to 8 hours: \$500.00

2 to 4 hours: \$250.00

The usage fee for the Parish Hall and Kitchen is as follows:

	Standard	Non-Profit	Parishioner
Parish Hall	\$900	\$700	\$500
Kitchen	\$300	\$200	\$100
Coffee Service	\$1 a head	\$1 a head	No charge

A non-refundable deposit of \$50.00 is due when the application is signed and returned. The event date is not considered confirmed until GHTC’s designated staff member has received both the signed facility usage agreement and the deposit. The balance is due in full two weeks before the event date. If GHTC’s designated staff member does not receive payment when due, the event will be considered cancelled.

***Cancellation:*** Applicant may cancel the event upon written notice to GHTC's designated staff member no later than thirty (30) days prior to the event date. In the event of a cancellation fewer than thirty (30) days prior to the event date, Applicant will be responsible for payment of 50% of the contracted facility usage charge.

***Decorations:*** Applicants may decorate the Parish Hall, but no nails, Scotch tape, masking tape, or any other methods of affixing decorations that leave any sort of damage, mark, or residue may be attached to the walls or furniture. The Church may not be decorated with anything other than flowers or floral arrangements that have been approved by the Altar Guild.

***Setup:*** Applicants may use tables and chairs that are the property of the Church. The sexton will set up the Parish Hall for the event for an additional fee of \$75.00. Please supply GHTC's designated staff member with a diagram of how the Parish Hall is to be set up no later than one week prior to the event. Applicants may set up the Parish Hall without the use of the Church sexton, but the furniture in the Parish Hall must be put back exactly the way it was before the event or Applicant will be charged a fee of \$100.00.

***Smoking:*** No smoking is permitted in the Church, Chapel, or inside the Parish Hall. No cigarette butts are to be thrown on the grounds outside the church property.

***Caterers:*** Caterers are permitted to use the facilities. They must leave the kitchen, serving vestibule, Parish Hall, and any other areas used for the event in the condition they were in before the event or applicant will be charged a fee of \$100.00.

***Food and Food Service:*** Meals may be served in the Parish Hall. Light refreshments such as cookies, sandwiches, tea, and coffee may be served in the first-floor classroom and the library. No food or beverages may be served in any other areas of the church building, including the Church and Chapel. No food or beverages other than coffee service if requested will be provided by or catered by the Church.

***Alcohol:*** Applicant may serve wine and beer at the event but only within the Parish Hall. No other type of alcoholic beverage is allowed in the Church building or parking lot. No alcohol is allowed outside the Parish Hall. No one under the age of 21 is permitted to consume any alcoholic beverages. In addition, applicant must make an appropriate quantity of non-alcoholic beverages equally available and accessible to guests.

***Staff:*** One or more sextons will be on duty during each event. In addition, Grace & Holy Trinity Church, in its sole discretion, may deem it advisable to hire a security guard or guards, at applicant's expense, to patrol Church property during any event and will notify applicant accordingly. Should applicant disagree with the decision, applicant may cancel the event without penalty.

*Conduct of Applicant:* Applicants and their guests must conduct themselves in an orderly manner. No rice, flower petals, birdseed, confetti, etc., may be thrown or placed either inside or outside the Parish Hall, Church, or Chapel.

*Compliance with Laws:* Applicant agrees to comply with all applicable statutes and regulations relating to its usage of the Church facilities.

*Cleanup:* Our sexton will provide cleanup other than that required of any caterers set forth above.

*Indemnification:* The Applicant agrees (i) to indemnify Grace & Holy Trinity Church and its Vestry, officers, and employees and hold them harmless from any liability arising out of the use of the Church's facilities by applicant, its guests, and caterer and (ii) to reimburse the Church for any damage to its property caused by such use.

*Note – There are additional guidelines concerning weddings. You may request a copy of those guidelines through the church office.*

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**Portraits of Former Rectors** (date uncertain; no action is included in adopted Vestry minutes. The action by the Vestry is referenced in correspondence in April 2023.)

When a rector leaves GHTC, the Vestry may accept a donor-funded portrait of that rector to be hung in the church, with gratitude to the donor(s) for their gift.