

# Form 1023 Checklist

(Revised June 2006)

## Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

**Note.** Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

**Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.**

- ☒ Assemble the application and materials in this order:
  - Form 1023 Checklist
  - Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
  - Form 8821, *Tax Information Authorization* (if filing)
  - Expedite request (if requesting)
  - Application (Form 1023 and Schedules A through H, as required)
  - Articles of organization
  - Amendments to articles of organization in chronological order
  - Bylaws or other rules of operation and amendments
  - ~~Documentation of nondiscriminatory policy for schools, as required by Schedule B~~
  - ~~Form 5768, Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation~~ (if filing)
  - All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.
- ☒ User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.
- ☒ Employer Identification Number (EIN)
- ☒ Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
  - You must provide specific details about your past, present, and planned activities.
  - Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
  - Describe your purposes and proposed activities in specific easily understood terms.
  - Financial information should correspond with proposed activities.
- ☒ Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.

Schedule A	Yes ___ No <input checked="" type="checkbox"/>	Schedule E	Yes ___ No <input checked="" type="checkbox"/>
Schedule B	Yes ___ No <input checked="" type="checkbox"/>	Schedule F	Yes ___ No <input checked="" type="checkbox"/>
Schedule C	Yes ___ No <input checked="" type="checkbox"/>	Schedule G	Yes ___ No <input checked="" type="checkbox"/>
Schedule D	Yes ___ No <input checked="" type="checkbox"/>	Schedule H	Yes ___ No <input checked="" type="checkbox"/>

- ☒ An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
- Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) P.1, Art. III, Para.A-B
  - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law State Law
- ☒ Signature of an officer, director, trustee, or other official who is authorized to sign the application.
- Signature at Part XI of Form 1023.
- ☒ Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service  
P.O. Box 192  
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service  
201 West Rivercenter Blvd.  
Attn: Extracting Stop 312  
Covington, KY 41011



# Power of Attorney and Declaration of Representative

► Type or print. ► See the separate instructions.

OMB No. 1545-0150

For IRS Use Only

Received by:

Name \_\_\_\_\_

Telephone \_\_\_\_\_

Function \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## Part I Power of Attorney

**Caution:** A separate Form 2848 should be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

### 1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address  
**GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION**  
333 W. WASHINGTON STREET, SUITE 130  
SYRACUSE, NY 13202

Taxpayer identification number(s)

46-2382007

Daytime telephone number

315-422-2302

Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

### 2 Representative(s) must sign and date this form on page 2, Part II.

Name and address  
**DONALD KIMBER BOWERS & COMPANY CPAS PLLC**  
1200 AXA TOWER 1 - 100 MADISON STREET  
SYRACUSE, NY 13202

CAF No. 1205-79041R

PTIN P00311653

Telephone No. 315-234-1176

Fax No. 315-234-1111

Check if to be sent notices and communications ☐

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

Name and address  
**PATRICIA MILLS BOWERS & COMPANY CPAS PLLC**  
1200 AXA TOWER 1 - 100 MADISON STREET  
SYRACUSE, NY 13202

CAF No. 0302-79429R

PTIN P00352520

Telephone No. 315-234-1189

Fax No. 315-234-1111

Check if to be sent notices and communications ☐

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

Name and address

CAF No. \_\_\_\_\_

PTIN \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

to represent the taxpayer before the Internal Revenue Service for the following matters:

### 3 Matters

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, etc.) (see instructions for line 3)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions for line 3)
501(c)(3) application	FORM 1023, 990	2013-2016

4 **Specific use not recorded on Centralized Authorization File (CAF).** If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. **Specific Uses Not Recorded on CAF** ☐

5 **Acts authorized.** Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

☐ Disclosure to third parties; ☐ Substitute or add representative(s); ☐ Signing a return; \_\_\_\_\_

☐ Other acts authorized: \_\_\_\_\_

(see instructions for more information)

**Exceptions.** An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Treasury Department Circular No. 230 (Circular 230). An enrolled retirement plan agent may only represent taxpayers to the extent provided in section 10.3(e) of Circular 230. A registered tax return preparer may only represent taxpayers to the extent provided in section 10.3(f) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practitioner's (level k) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific deletions to the acts otherwise authorized in this power of attorney: \_\_\_\_\_



- 6 Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here ☐ **YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**

- 7 Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

► **IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED TO THE TAXPAYER.**

*Katelyn E. Wright*      *6/2/14*      *Executive Director*  
 Signature      Date      Title (if applicable)

*Katelyn E. Wright*      *Greater Syracuse Property Development Corporation*  
 Print Name      Print name of taxpayer from line 1 if other than individual

☐ ☐ ☐ ☐ ☐      PIN Number

## Part II Declaration of Representative

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Circular 230 (31 CFR, Part 10), as amended, concerning practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
  - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent—enrolled as an agent under the requirements of Circular 230.
  - d Officer—a bona fide officer of the taxpayer's organization.
  - e Full-Time Employee—a full-time employee of the taxpayer.
  - f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
  - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
  - h Unenrolled Return Preparer—Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**
  - i Registered Tax Return Preparer—registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**
  - k Student Attorney or CPA—receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.
  - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

► **IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN LINE 2 ABOVE.** See the instructions for Part II.

**Note:** For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column. See the instructions for Part II for more information.

Designation— Insert above letter (a-r)	Licensing jurisdiction (state) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable). See instructions for Part II for more information.	Signature	Date
B	NY	P00311653	<i>Donald Kumber</i>	<i>9/3/13</i>
B	NY	P00352520	<i>PT</i>	<i>9/3/13</i>

**Application for Recognition of Exemption  
Under Section 501(c)(3) of the Internal Revenue Code**

OMB No. 1545-0056

**Note:** If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at **www.irs.gov** for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

**Part I Identification of Applicant**

<b>1</b> Full name of organization (exactly as it appears in your <b>organizing document</b> )		<b>2</b> c/o Name (if applicable)	
<b>3</b> <b>Mailing address</b> (Number and street) (see instructions)	Room/Suite	<b>4</b> Employer Identification Number (EIN)	
City or town, state or country, and ZIP + 4		<b>5</b> Month the annual accounting period ends (01 - 12)	
<b>6</b> Primary contact (officer, director, trustee, or <b>authorized representative</b> ) <b>a</b> Name:		<b>b</b> Phone:	
		<b>c</b> Fax: (optional)	
<b>7</b> Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b> Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>9a</b> Organization's website:			
<b>b</b> Organization's email: (optional)			
<b>10</b> Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>11</b> Date incorporated if a corporation, or formed, if other than a corporation.    (MM/DD/YYYY)    /    /			
<b>12</b> Were you formed under the laws of a <b>foreign country</b> ? If "Yes," state the country.		<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	

**Part II Organizational Structure**

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1** Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. ☐ **Yes** ☐ **No**
- 2** Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. ☐ **Yes** ☐ **No**
- 3** Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. ☐ **Yes** ☐ **No**
- 4a** Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. ☐ **Yes** ☐ **No**
- b** Have you been funded? If "No," explain how you are formed without anything of value placed in trust. ☐ **Yes** ☐ **No**
- 5** Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. ☐ **Yes** ☐ **No**

**Part III Required Provisions in Your Organizing Document**

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1** Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): ☐
- 2a** Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c. ☐
- 2b** If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. \_\_\_\_\_
- 2c** See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: ☐ \_\_\_\_\_

**Part IV Narrative Description of Your Activities**

Using an attachment, describe your *past*, *present*, and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors**

- 1a** List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
		.....	
		.....	
		.....	
		.....	
		.....	



**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)

- c** List the names, names of businesses, and mailing addresses of your five highest compensated **independent contractors** that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

**2a** Are any of your officers, directors, or trustees **related** to each other through **family or business relationships**? If "Yes," identify the individuals and explain the relationship. ☐ **Yes** ☐ **No**

**b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. ☐ **Yes** ☐ **No**

**c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☐ **Yes** ☐ **No**

**3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

**b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. ☐ **Yes** ☐ **No**

**4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

**a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☐ **Yes** ☐ **No**  
**b** Do you or will you approve compensation arrangements in advance of paying compensation? ☐ **Yes** ☐ **No**  
**c** Do you or will you document in writing the date and terms of approved compensation arrangements? ☐ **Yes** ☐ **No**

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- d** Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☐ **Yes** ☐ **No**
- e** Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ **Yes** ☐ **No**
- f** Do you or will you record in writing both the information on which you relied to base your decision and its source? ☐ **Yes** ☐ **No**
- g** If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
- 
- 5a** Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☐ **Yes** ☐ **No**
- b** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
- 
- 6a** Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ **Yes** ☐ **No**
- b** Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ **Yes** ☐ **No**
- 
- 7a** Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. ☐ **Yes** ☐ **No**
- b** Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ **Yes** ☐ **No**
- 
- 8a** Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☐ **Yes** ☐ **No**
- b** Describe any written or oral arrangements that you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at **arm's length**.
- e** Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f** Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
- 
- 9a** Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☐ **Yes** ☐ **No**



**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- b** Describe any written or oral arrangements you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f** Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

**Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You**

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1a** In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. ☐ **Yes** ☐ **No**
- b** In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. ☐ **Yes** ☐ **No**
- 2** Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ☐ **Yes** ☐ **No**
- 3** Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ☐ **Yes** ☐ **No**

**Part VII Your History**

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1** Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. ☐ **Yes** ☐ **No**
- 2** Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. ☐ **Yes** ☐ **No**

**Part VIII Your Specific Activities**

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1** Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. ☐ **Yes** ☐ **No**
- 2a** Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. ☐ **Yes** ☐ **No**
- b** Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. ☐ **Yes** ☐ **No**
- 3a** Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. ☐ **Yes** ☐ **No**
- b** Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. ☐ **Yes** ☐ **No**
- c** List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

**Part VIII Your Specific Activities (Continued)**

**4a** Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) ☐ **Yes** ☐ **No**

- |   |  |
|---|--|
| <input type="checkbox"/> mail solicitations                         | <input type="checkbox"/> phone solicitations                                   |
| <input type="checkbox"/> email solicitations                        | <input type="checkbox"/> accept donations on your website                      |
| <input type="checkbox"/> personal solicitations                     | <input type="checkbox"/> receive donations from another organization's website |
| <input type="checkbox"/> vehicle, boat, plane, or similar donations | <input type="checkbox"/> government grant solicitations                        |
| <input type="checkbox"/> foundation grant solicitations             | <input type="checkbox"/> Other   |

Attach a description of each fundraising program.

**b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☐ **Yes** ☐ **No**

**c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ **Yes** ☐ **No**

**d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

**e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ **Yes** ☐ **No**

**5** Are you **affiliated** with a governmental unit? If "Yes," explain. ☐ **Yes** ☐ **No**

**6a** Do you or will you engage in **economic development**? If "Yes," describe your program. ☐ **Yes** ☐ **No**

**b** Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

**7a** Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☐ **Yes** ☐ **No**

**b** Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☐ **Yes** ☐ **No**

**c** If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

**8** Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ **Yes** ☐ **No**

**9a** Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ **Yes** ☐ **No**

**b** Do you provide child care so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

**c** Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

**d** Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

**10** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☐ **Yes** ☐ **No**

**Part VIII Your Specific Activities** (Continued)

<b>11</b>	Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<hr/>		
<b>12a</b>	Do you or will you operate in a <b>foreign country</b> or <b>countries</b> ? If "Yes," answer lines 12b through 12d. If "No," go to line 13a.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
	<b>b</b> Name the foreign countries and regions within the countries in which you operate.	
	<b>c</b> Describe your operations in each country and region in which you operate.	
	<b>d</b> Describe how your operations in each country and region further your exempt purposes.	
<hr/>		
<b>13a</b>	Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
	<b>b</b> Describe how your grants, loans, or other distributions to organizations further your exempt purposes.	
	<b>c</b> Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
	<b>d</b> Identify each recipient organization and any <b>relationship</b> between you and the recipient organization.	
	<b>e</b> Describe the records you keep with respect to the grants, loans, or other distributions you make.	
	<b>f</b> Describe your selection process, including whether you do any of the following:	
	<b>(i)</b> Do you require an application form? If "Yes," attach a copy of the form.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
	<b>(ii)</b> Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
	<b>g</b> Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.	
<hr/>		
<b>14a</b>	Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
	<b>b</b> Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.	
	<b>c</b> Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
	<b>d</b> Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
	<b>e</b> Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
	<b>f</b> Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>



**Part VIII Your Specific Activities** *(Continued)*

- |           |  |                                     |                                    |
|-----------|--|-------------------------------------|------------------------------------|
| <b>15</b> | Do you have a <b>close connection</b> with any organizations? If "Yes," explain.   | <input type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b> |
| <b>16</b> | Are you applying for exemption as a <b>cooperative hospital service organization</b> under section 501(e)? If "Yes," explain.  | <input type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b> |
| <b>17</b> | Are you applying for exemption as a <b>cooperative service organization of operating educational organizations</b> under section 501(f)? If "Yes," explain.  | <input type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b> |
| <b>18</b> | Are you applying for exemption as a <b>charitable risk pool</b> under section 501(n)? If "Yes," explain.   | <input type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b> |
| <b>19</b> | Do you or will you operate a <b>school</b> ? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.   | <input type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b> |
| <b>20</b> | Is your main function to provide <b>hospital or medical care</b> ? If "Yes," complete Schedule C.  | <input type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b> |
| <b>21</b> | Do you or will you provide <b>low-income housing</b> or housing for the <b>elderly</b> or <b>handicapped</b> ? If "Yes," complete Schedule F.  | <input type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b> |
| <b>22</b> | Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. | <input type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b> |

**Note:** **Private foundations** may use Schedule H to request advance approval of individual grant procedures.

**Part IX Financial Data**

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

**A. Statement of Revenues and Expenses**

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
		(a) From ..... To .....	(b) From ..... To .....	(c) From ..... To .....	(d) From ..... To .....		
<b>Revenues</b>	<b>1</b> Gifts, grants, and contributions received (do not include unusual grants)						
	<b>2</b> Membership fees received						
	<b>3</b> Gross investment income						
	<b>4</b> Net unrelated business income						
	<b>5</b> Taxes levied for your benefit						
	<b>6</b> Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)						
	<b>7</b> Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)						
	<b>8</b> Total of lines 1 through 7						
	<b>9</b> Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)						
	<b>10</b> Total of lines 8 and 9						
	<b>11</b> Net gain or loss on sale of capital assets (attach schedule and see instructions)						
	<b>12</b> <b>Unusual grants</b>						
<b>Expenses</b>	<b>13</b> Total Revenue Add lines 10 through 12						
	<b>14</b> Fundraising expenses						
	<b>15</b> Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)						
	<b>16</b> Disbursements to or for the benefit of members (attach an itemized list)						
	<b>17</b> Compensation of officers, directors, and trustees						
	<b>18</b> Other salaries and wages						
	<b>19</b> Interest expense						
	<b>20</b> Occupancy (rent, utilities, etc.)						
	<b>21</b> Depreciation and depletion						
	<b>22</b> Professional fees						
	<b>23</b> Any expense not otherwise classified, such as program services (attach itemized list)						
	<b>24</b> Total Expenses Add lines 14 through 23						

**Part IX Financial Data** (Continued)**B. Balance Sheet (for your most recently completed tax year)**

Year End:

(Whole dollars)

Assets		
1	Cash . . . . .	1
2	Accounts receivable, net . . . . .	2
3	Inventories . . . . .	3
4	Bonds and notes receivable (attach an itemized list) . . . . .	4
5	Corporate stocks (attach an itemized list) . . . . .	5
6	Loans receivable (attach an itemized list) . . . . .	6
7	Other investments (attach an itemized list) . . . . .	7
8	Depreciable and depletable assets (attach an itemized list) . . . . .	8
9	Land . . . . .	9
10	Other assets (attach an itemized list) . . . . .	10
11	Total Assets (add lines 1 through 10) . . . . .	11
Liabilities		
12	Accounts payable . . . . .	12
13	Contributions, gifts, grants, etc. payable . . . . .	13
14	Mortgages and notes payable (attach an itemized list) . . . . .	14
15	Other liabilities (attach an itemized list) . . . . .	15
16	Total Liabilities (add lines 12 through 15) . . . . .	16
Fund Balances or Net Assets		
17	Total fund balances or net assets . . . . .	17
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17) . . . . .	18
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Part X Public Charity Status**

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

1a	Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions.	<input type="checkbox"/> Yes <input type="checkbox"/> No
b	As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.	<input type="checkbox"/>
2	Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.	
	The organization is not a private foundation because it is:	
a	509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.	<input type="checkbox"/>
b	509(a)(1) and 170(b)(1)(A)(ii)—a <b>school</b> . Complete and attach Schedule B.	<input type="checkbox"/>
c	509(a)(1) and 170(b)(1)(A)(iii)—a <b>hospital</b> , a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.	<input type="checkbox"/>
d	509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.	<input type="checkbox"/>



**Part X Public Charity Status (Continued)**

- e** 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f** 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g** 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☐
- h** 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i** A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

**6** If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at [www.irs.gov](http://www.irs.gov) or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☐

**Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code**

For Organization

.....  
(Signature of Officer, Director, Trustee, or other  
authorized official)

.....  
(Type or print name of signer)

.....  
(Date)

.....  
(Type or print title or authority of signer)

For IRS Use Only

.....  
IRS Director, Exempt Organizations

.....  
(Date)

- b Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☒
- (i) (a)** Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. \_\_\_\_\_
- (b)** Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a)** For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐
- (b)** For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐

- 7** Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ **Yes** ☐ **No**

**Part XI User Fee Information**

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$750. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$300. See instructions for Part XI, for a definition of **gross receipts** over a 4-year period. Your check or money order must be made payable to the United States Treasury. *User fees are subject to change. Check our website at [www.irs.gov](http://www.irs.gov) and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.*

- 1** Have your annual gross receipts averaged or are they expected to average not more than \$10,000? ☐ **Yes** ☐ **No**  
 If "Yes," check the box on line 2 and enclose a user fee payment of \$300 (Subject to change—see above).  
 If "No," check the box on line 3 and enclose a user fee payment of \$750 (Subject to change—see above).
- 2** Check the box if you have enclosed the reduced user fee payment of \$300 (Subject to change). ☐
- 3** Check the box if you have enclosed the user fee payment of \$750 (Subject to change). ☐

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

**Please  
Sign  
Here**

(Signature of Officer, Director, Trustee, or other  
authorized official)

(Type or print name of signer)

(Date)

(Type or print title or authority of signer)

**Reminder:** Send the completed Form 1023 Checklist with your filled-in-application.

Form **1023** (Rev. 6-2006)

***STATE OF NEW YORK***  
***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the  
Department of State, at the City of Albany,  
on August 12, 2013.

A handwritten signature in cursive script that reads "Anthony Giardina".

Anthony Giardina  
Executive Deputy Secretary of State



120627000573

CERTIFICATE OF INCORPORATION OF  
GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

Under Section 402 of the Not-for-Profit Corporation Law

The undersigned person(s), acting as Incorporator(s) of a corporation under Section 402 of the N.Y. Not-for-Profit Corp. Law, adopt the following Certificate of Incorporation for such corporation:

ARTICLE I

The name of the corporation is Greater Syracuse Property Development Corporation.

ARTICLE II

The corporation is a corporation as defined in Section 102(a) (5) of the New York Not-for-Profit Corporation Law.

ARTICLE III

A. The purpose for which the corporation is formed are as follows:

(1) The specific and primary purposes for which this corporation is formed is to operate as a Land Bank pursuant to Article 16 of the Not for Profit Corporation Law within Onondaga County and the City of Syracuse for the purpose of lessening the burdens of government, by the distribution of its funds for such purposes, and particularly for addressing the problems of the County of Onondaga and the City of Syracuse with regards to vacant and abandoned property within those governmental jurisdictions and to promote economic growth through the return of vacant, abandoned, and tax delinquent properties to productive use.

(2) The purposes set forth above, which this corporation is formed are considered to be exclusively charitable purposes in order to qualify it as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 or corresponding provisions of any subsequent federal tax laws.

(3) This corporation shall not, as a substantial part of its activities, carry on propaganda or otherwise attempt to influence legislation, nor shall it participate or intervene (by publication or distribution of any statements or

otherwise) in any political campaign on behalf of any candidate for public office.

B. The lawful public or quasi public objective of which each business purpose will achieve is: to benefit the public by lessening the burdens on the government of Onondaga County and the City of Syracuse by performing those functions permissible under the New York Land Bank Act to address vacant and abandoned property and to promote economic growth through the return of vacant, abandoned, and tax delinquent properties to productive use.

#### ARTICLE IV

The Corporation shall be a Type C Corporation pursuant to section 201 of the Not-for Profit Corporation Law.

#### ARTICLE V

The office of this corporation is to be located in County of Onondaga, and State of New York

#### ARTICLE VI

The Names and Addresses of the Initial Directors of the Corporation are:

Name: Mary Beth Primo  
Address: 333 West Washington Street, Suite 130  
Syracuse, NY 13202

Name: Daniel Barnaba  
Address: 7854 Oswego Road  
Liverpool, New York 13090

Name: James Corbett  
Address: 133 Blackstone Way  
Syracuse, New York 13219

Name: Vito Sciscoli  
Address: 205 Alanson Road  
Syracuse, New York 13202

Name: Dwight Hicks  
Address: 108 Buchmans Close Circle  
Fayetteville, New York 13066

## ARTICLE VII

The period of the corporation's duration is perpetual.

## ARTICLE VIII

The Secretary of State is designated as the agent of the corporation upon whom service of process against the corporation may be made. The post office address to which the Secretary of State shall mail a copy of any process against the corporation is:

Greater Syracuse Property Development Corporation  
333 West Washington Street, Suite 130  
Syracuse, New York 13202

## ARTICLE IX

The property of this corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private individual.

Incorporator Name: Benjamin Walsh

Address: 115 Austin Ave, Syracuse, New York 13207

Signature: \_\_\_\_\_





120627000 513

CERTIFICATE OF INCORPORATION  
OF

Greater Syracuse Property Development Corporation

(Insert Corporation Name)

Under Section 402 of the Not-for-Profit Corporation Law

FILED BY: Name: Thomas Babilon c/o Department of law

Mailing Address: City Hall, 233 East Washington Street, Rm. 300

City: Syracuse

State: NY

Zip Code: 13202

NOTE: This sample form is provided by the New York State Department of State Division of Corporations for filing a certificate of incorporation. This form is designed to satisfy the minimum filing requirements pursuant to the Not-for-Profit Corporation Law. The Division will accept any other form which complies with the applicable statutory provisions. The Division recommends that this legal document be prepared under the guidance of an attorney. The Division does not provide legal, accounting or tax advice. This certificate must be submitted with a \$75 filing fee made payable to the "Department of State."

For DOS use only

FILED  
JUN 27 PM 2:14

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED JUN 27 2012

TAX \$

BY:

LHC

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**INTERMUNICIPAL AGREEMENT**

BETWEEN

**ONONDAGA COUNTY**

**AND**

**THE CITY OF SYRACUSE**

**FOR THE CREATION OF THE**

**GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION**

(a New York Land Bank)

## **PREAMBLE**

This intermunicipal agreement made and entered into this 27<sup>th</sup> day of March, 2012 ("Agreement") under the New York Land Bank Act, Article 16 of the New York Not-for-Profit Corporation Law, between **ONONDAGA COUNTY** (hereinafter the "County") and the **CITY OF SYRACUSE** (hereinafter the "City") (hereinafter collectively referred to as the "Parties") for the purpose of establishing and creating the **GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION**, a type C not-for-profit corporation to administer and implement the purposes and objectives of this Agreement.

## **RECITALS**

WHEREAS, in enacting the New York Land Bank Act as Article 16 of the New York Not-for-Profit Corporation Law (hereinafter the "Land Bank Act"), the Legislature found that there exists in the state of New York a continuing need to strengthen and revitalize the economy of the state of New York and communities in this state and that it is in the best interests of the state of New York and communities in this state to confront the problems caused by vacant, abandoned and tax delinquent properties through the creation of land banks in a coordinated manner to foster the development of that property and to promote economic growth;

WHEREAS, § 1603 of the Land Bank Act permits any or any two or more foreclosing governmental units to enter into an intergovernmental cooperation agreement to establish a land bank.;

WHEREAS, the Parties herein agree that the establishment of a land bank would be beneficial to the Parties and to the citizens of both the City of Syracuse and the County of Onondaga; and

WHEREAS, the Parties desire to create the Greater Syracuse Property Development Corporation as a type c not-for-profit corporation to operate as a land bank in accordance with the Land Bank Act and to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act.

Accordingly, the Parties agree to the following:

## **ARTICLE I** **DEFINITIONS**

As used in this Agreement the following terms shall have the meanings provided in this Article.

**Section 1.01. "Board of Directors" or "Board"** means the Board of Directors of the Land Bank.

**Section 1.02. "Agreement"** means this intermunicipal agreement between the Parties.

**Section 1.03. "Effective Date"** means the date upon which all of the following are satisfied:

- (a) the Agreement is approved by resolution of the Onondaga County Legislature;
- (b) the Agreement is approved by Ordinance of the Common Council of the City of Syracuse; and
- (c) the creation of the Greater Syracuse Property Development Corporation is approved by the Empire State Development Corporation in accordance with Section 1603(g) of the Land Bank Act.

**Section 1.04. "Fiscal Year"** means the fiscal year of the Land Bank, which shall begin on January 1st of each year and end on the following December 31st.

**Section 1.05. "Land Bank Act"** means Article 16 of the New York Not-for-Profit Corporation Law and as it may be hereafter amended or replaced, subject to the provisions of Section 10.11 of this Agreement.

**Section 1.06. "Land Bank"** means the type c not-for-profit corporation established pursuant to and in accordance with the provisions of this Agreement and known as the Greater Syracuse Property Development Corporation.

**Section 1.07. "Party" or "Parties"** means either individually or collectively, as applicable, the County of Onondaga and/or the City of Syracuse.

**Section 1.08. "Person"** means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity, or other legal entity.

**Section 1.09. "Quorum"** means a majority of the members of the Board, not including vacancies.

**Section 1.10. "Real Property"** means all lands and the buildings thereon, all things permanently attached to land or to the buildings thereon, and any interest existing in, issuing out of, or dependent upon land or the buildings thereon.

**Section 1.11. "Tax Delinquent Property"** means real property encumbered by an outstanding tax lien for a delinquent tax as defined in Section 1102 of the New York Real Property Tax Law, or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties.

**Section 1.12. "State"** means the state of New York.



## **ARTICLE II**

### **PURPOSE**

**Section 2.01. Purpose.** The purpose of this Agreement is to create the Greater Syracuse Property Development Corporation to help address the Parties' problems regarding vacant and abandoned property in a coordinated manner and to further foster the development of such property and promote economic growth through the return of vacant, abandoned, and tax-delinquent properties to productive use.

**Section 2.02. Powers and Functions.** The Greater Syracuse Property Development Corporation shall have all of those powers, duties, functions, and responsibilities authorized pursuant to the Land Bank Act.

## **ARTICLE III**

### **CREATION OF LAND BANK**

**Section 3.01. Creation and Legal Status of Land Bank.** The Land Bank is established pursuant to the Land Bank Act as a type c not-for-profit corporation to be known as the "Greater Syracuse Property Development Corporation".

**Section 3.02. By-Laws, and Policies and Procedures.** The Board shall adopt by-laws consistent with the provisions of this Agreement and the Land Bank Act within forty-five (45) days of the Effective Date. The Board shall adopt policies and procedures consistent with the provisions of this Agreement and the Land Bank Act within ninety (90) days of the Effective Date.

**Section 3.03. Principal Office.** The principal office of the Land Bank shall be determined by the Board but shall always be in a location within the geographical boundaries of the City of Syracuse..

**Section 3.04. Title to Land Bank Assets.** All Real Property held in fee by the Land Bank shall be held in its own name.

**Section 3.05. Tax-Exempt Status.** The Parties intend the activities of the Land Bank to be governmental functions carried out by an instrumentality or political subdivision of the State as described in section 115 of Title 26 of the United States Internal Revenue Code, or any corresponding provisions of any future tax code. The Real Property of the Land Bank and all of the Land Bank's income and operations shall be exempt from all taxation by the State of New York or any of its political subdivisions.

**Section 3.06. Extinguishment of Taxes and Assessments.** Upon the request of the Land Bank and for the purposes of fostering the goals and objectives of the Land Bank, any Party, at its option and in its discretion, may extinguish any Real Property Taxes or special assessments levied by that Party against Real Property owned by the Land Bank.

**Section 3.07. Compliance with Law.** The Land Bank shall comply with all federal, State, and local laws, ordinances, rules, regulations, and orders applicable to this Agreement.

**Section 3.08. Relationship of Parties.** The Parties agree that the County shall not be responsible, in whole or in part, for the acts of the employees, agents, and servants of the City, whether acting separately or in conjunction with the implementation of this Agreement, and that the City shall not be responsible, in whole or in part, for the acts of the employees, agents, and servants of the County, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. The Land Bank shall not obligate the City or the County nor shall any obligation of the Land Bank constitute an obligation of the City or the County.

**Section 3.09. No Third-Party Beneficiaries.** Except as otherwise specifically provided, this Agreement does not create, is not intended to create in any non-Party, by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.

#### **ARTICLE IV** **BOARD, EXECUTIVE DIRECTOR AND STAFF**

**Section 4.01. Board Composition.** The Land Bank shall be governed by a Board of Directors consisting of five members. Each member shall serve without compensation. Each member shall continue to serve until the appointment and qualification of his or her successor. Vacancies in the Board occurring otherwise than by expiration of term shall be filled for the unexpired term.

The members of the Board shall be appointed as follows:

- (a) One (1) member shall be appointed by the County Executive of Onondaga County;
- (b) One (1) member shall be appointed by the Chairman of the Onondaga County Legislature, and confirmed by the Onondaga County Legislature;
- (c) One (1) member shall be appointed by Mayor of the City of Syracuse;
- (d) One member shall be appointed by the Majority Leader of the Common Council of the City of Syracuse and shall be confirmed by the Common Council of the City of Syracuse
- (e) One (1) member shall be jointly nominated by the Mayor of the City of Syracuse and the County Executive of Onondaga County and shall be confirmed by both the Common Council of the City of Syracuse and the Onondaga County Legislature.

**Section 4.02. Initial Members.** The first term of the first Board members shall commence on the date of the first Board meeting. The initial Members of the Board of the Land Bank shall be:

- (a) Appointed by the County Executive of Onondaga County:
  - 1) Mary Beth Primo, for a term of two (2) years; and
- (b) Appointed by the Chairman of the Onondaga County Legislature, and confirmed by the Onondaga County Legislature:
  - 1) Daniel Barnaba, for a term of three (3) years.
- (c) Appointed by the Mayor of the City of Syracuse:
  - 1) Vito Sciscioli, for a term of two (2) years.
- (d) Appointed by the Majority Leader of the Common Council of the City of Syracuse and confirmed by the Common Council of the City of Syracuse:
  - 1) Dwight Hicks, for a term of three (3) years.
- (e) Jointly Nominated by County Executive of Onondaga County, and the Mayor of the City of Syracuse and confirmed by both the Common Council of the City of Syracuse and the Onondaga County Legislature:
  - 1) James Corbett, for a term of three (3) years.

**Section 4.03 Term of Office.** Except for the terms of the initial members as outlined in Section 4.02, the members of the Board appointed to succeed the initial members shall be appointed for a term of three (3) years. Each Board member at the election of his or her appointing Party may serve a maximum of two full terms in addition to any partial term for which such member was appointed to fill a vacancy or any initial term that is less than a full three year term. In the event State law is amended to provide for different terms and/or composition of the Board, then the Board as it exists at the time of such amendment shall be authorized to take any action required such that the Board complies with any requirements of State law.

**Section 4.04. Qualifications.** All members of the Board of the Land Bank shall all be residents of the County of Onondaga. Members appointed in whole by the Mayor of the City of Syracuse, or the Majority leader of the Common Council of the City of Syracuse shall be residents of the City of Syracuse. The jointly appointed member may be, but need not be, a resident of the City of Syracuse.

**Section 4.05 Removal.** Board members may be removed by their appointing Party for neglect of duty or misconduct in office or may be removed pursuant to any other provision of New York law.

**Section 4.06. Vacancies.** A vacancy among the members of the Board appointed under section 4.01, whether caused by the death, resignation, or removal of a Board member, shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy shall be filled as soon as practicable.

**Section 4.07. Meetings.** The Board shall conduct its first meeting no later than thirty (30) calendar days after the Effective Date. The Board shall meet at least annually and hold such other meetings at the place, date, and time as the Board shall determine.

**Section 4.08. Records of Meetings.** The Board shall maintain a written record of each meeting. All meetings of the Board shall comply with the provisions of Section 1612(a) of the Land Bank Act and be subject to the New York Open Meetings Law and the New York Freedom of Information Law.

**Section 4.09. Quorum and Voting.** Presence for both quorum and voting at a Board meeting may include electronic communication by which such member of the Board is both seen and heard by the members of the Board and any members of the public at the meeting. All actions of the Board shall be approved by the affirmative vote of a majority of the members of the Board present and voting; provided, however, no action of the Board shall be authorized on the following matters unless approved by a majority of the total Board membership:

- (a) Adoption of by-laws and other rules and regulations for conduct of the Land Bank's business;
- (b) Hiring or firing of any employee or contractor of the Land Bank. This function may, by a majority vote of the total Board membership, be delegated to a specific officer or committee of the Land Bank, under such terms and condition, and to the extent, that the Board may specify;
- (c) The incurring of debt;
- (d) Adoption or amendment of the annual budget; and
- (e) Sale, lease, encumbrance, or alienation of real property, improvements, or personal property.

**Section 4.10. Board Responsibilities.** The Board shall have all powers necessary to carry out and effectuate the purposes and provisions of this Agreement and the Land Bank Act, including all of those powers set forth in Section 1607 of the Land Bank Act.

**Section 4.11. Fiduciary Duty.** The members of the Board are under a fiduciary duty to conduct the activities and affairs of the Land Bank in the best interests of the Land Bank, including the safekeeping and use of all Land Bank monies and assets. The members of the Board shall discharge their duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

**Section 4.12. Compensation.** The members of the Board shall serve without compensation. The Board may reimburse any member for expenses actually incurred in the performance of duties on behalf of the Land Bank.

**Section 4.13. Executive Director.** The Board may select and retain an executive director. An executive director selected and retained by the Board shall administer the Land Bank in accordance with the operating budget adopted by the Board, general policy guidelines



established by the Board, other applicable governmental procedures and policies, and this Agreement. The executive director shall be responsible for the day-to-day operations of the Land Bank, the control, management, and oversight of the Land Bank's functions, and supervision of all Land Bank employees. All terms and conditions of the executive director's length of service shall be specified in a written contract between the executive director and the Land Bank. The executive director shall serve at the pleasure of the Board. The Board may delegate to the executive director any powers or duties it considers proper, subject to the constraints of Land Bank Act, and under such terms, conditions and extent that the Board may specify.

**Section 4.14. Employees.** The Land Bank may employ or otherwise contract for the services of any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. Such staff may be employed as employees of the Land Bank, or the services of such staff may be retained pursuant to contracts with any Party or other public or private entities.

**Section 4.15. Conflicts of Interest.** No Member of the Board, or employee of the Land Bank shall acquire any interest, direct or indirect, in Real Property of the Land Bank, or in any Real Property to be acquired by the Land Bank. No Member of the Board, or employee of the Land Bank shall have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used by the Land Bank. The Board shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest and may adopt ethical guidelines for Members of the Board and employees of the Land Bank. The Board shall require that any member of the Board with a direct or indirect interest in any matter before the Board disclose the member's interest to the Board before the Board takes any action on the matter.

## **ARTICLE V**

### **POWERS OF LAND BANK**

**Section 5.01. General Powers Under Land Bank Act.** The Land Bank shall have all those powers necessary to carry out and effectuate the purposes and provisions of the Land Bank Act including, but not limited to, all those powers specified under Section 1607 of the Land Bank Act, and all those other powers granted to Land Banks pursuant to the Land Bank Act or other statutory authority.

**Section 5.02 Purchase of Tax Liens.** The Land Bank may acquire liens relative to Tax Delinquent Property in accordance with Section 1616 of the Land Bank Act.

**Section 5.03. Execution of Legal Documents Relating to Real Property.** The terms of any contract or agreement concerning the sale, lease license, easement, encumbrance, or other alienation of any interest in Real Property, or improvements thereto, or personal property of the Land Bank, shall be approved by the Board. All contracts of the Land Bank shall be executed in the name of the Land Bank.

**Section 5.04. Civil Action to Protect Land Bank Real Property.** The Land Bank may institute a civil action to prevent, restrain, or enjoin the waste of or unlawful removal of any Real Property held by the Land Bank. The Land Bank may also institute any civil action to protect,

clear title to, determine the rights of parties to, remove liens from, or that are otherwise related to the Real Property of the Land Bank.

**Section 5.05. Transfer of Interests in Real Property by Land Bank.** On terms and conditions, in a manner, and for an amount of consideration the Land Bank considers proper, fair, and reasonable, including for no monetary consideration, the Land Bank may convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of Real Property or rights or interests in Real Property in which the Land Bank holds a legal interest to any public or private Person subject to the Public Authorities Law, and any other statutory requirements.

**Section 5.06. Structure of Conveyances.** Transactions shall be structured in a manner that permits the Land Bank to enforce contractual agreements, real covenants, and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of the Real Property.

**Section 5.07. Disposition of Proceeds.** Any proceeds from the sale or transfer of Real Property by the Land Bank shall be retained, expended, or transferred by the Land Bank as determined by the Board in the best interests of the Land Bank and in accordance with the Land Bank Act.

## **ARTICLE VI RESTRICTIONS ON POWERS**

**Section 6.01. Eminent Domain Prohibited.** The Land Bank shall neither possess nor exercise the power of eminent domain.

**Section 6.02. Limitation on Political Activities.** The Land Bank shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the Land Bank from engaging in activities authorized by applicable law.

**Section 6.03. No Waiver of Governmental Immunity.** The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

**Section 6.04. Non-Discrimination.** The Land Bank shall comply with all applicable laws prohibiting discrimination.

**Section 6.05. Building and Housing Codes.** The Land Bank shall maintain all Real Property held by the Land Bank in accordance with applicable State laws and local codes.

## **ARTICLE VII BOOKS, RECORDS, AND FINANCES**

**Section 7.01. Land Bank Records.** The Land Bank shall keep and maintain at the principal office of the Land Bank all documents and records of the Land Bank. All records of the Land Bank subject to any claimed privilege, shall be made available to either Party, including the Onondaga County Comptroller, and the City Auditor of the City of Syracuse. The records

and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

**Section 7.02. Financial Statements and Reports.** The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm. The Land Bank shall be subject to audit by the office of the state comptroller in accordance with Section 1603(h) of the Land Bank Act.

**Section 7.03. Annual Budget.** The executive director, or other individual designated by the Board, shall prepare annually a budget for the Land Bank. The Board shall review and approve a budget for the Land Bank immediately preceding each Fiscal Year.

**Section 7.04. Deposits and Investments.** The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Board consistent with laws and regulations regarding investment of Land Bank funds.

**Section 7.05. Disbursements.** Disbursements of funds shall be in accordance with guidelines established by the Board.

**Section 7.06. Performance Objectives.** Each Fiscal Year, the executive director, or other individual designated by the Board, shall prepare, for review and approval by the Board, objectives for the Land Bank's performance.

**Section 7.07. Real Property Inventory Records.** The Land Bank shall inventory all Real property owned, held, or disposed of by the Land Bank. The inventory shall be maintained as a public record and shall be available in accordance with Sections 1608(h) and (i), and Sections 1609(b) of the Land Bank Act.

## **ARTICLE VIII**

### **FUNDING AND EXPENDITURES**

**Section 8.01. Budget Contributions.** While under no obligation, the Parties may contribute to the annual Land Bank budget in such manner as approved by the Party or Parties

**Section 8.02. Issuance of Bonds.** The Land bank may issue, sell, and deliver bonds in accordance with the provisions of Section 1611 of the Land Bank Act.

**Section 8.03. Tax Allocation.** Upon the adoption of a resolution by the County Legislature and / or the adoption of an ordinance by the Common Council of the City of Syracuse, either party, or both parties collectively may provide for Fifty (50) percent of that Party's real property taxes collected on any specific parcel of real property identified in such resolution or ordinance (or both) to be remitted to the Land Bank for a period of five years in accordance with the provisions of section 1610(c) of the land Bank Act.

**Section 8.04. Management of Funds.** The Land Bank, shall designate a fiscal agent of the Land Bank to manage sales proceeds, monetary contributions made by the Parties', and other Land Bank funds. Standard accounting procedures shall be used in the management of Land Bank accounts.

**Section 8.05. Authorized Expenditures.** The Land Bank shall in its sole discretion and within its budget expend such funds as necessary to carry out the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act consistent with this Agreement, and State law.

## **ARTICLE IX** **DURATION OF AGREEMENT**

**Section 9.01. Duration.** This Agreement shall commence on the Effective date and shall remain in full force and effect for a period of five years. This Agreement shall thereafter be automatically renewed for successive five year periods until withdrawal of one of the parties in accordance with section 9.02 or dissolution of the Land Bank in accordance with the provisions of Section 9.03.

**Section 9.02. Withdrawal by Party.** Either Party may withdraw from this Agreement upon six (6) months notice to the other Party, and to the Land Bank. The withdrawing Party shall have no rights to funds or other assets of the Land Bank. If at the time of withdrawal the requirements of the Land Bank Act provide that some Real Property of the Land Bank be liquidated, any sums received from the sale of such properties shall remain the funds of the Land Bank. Upon the withdrawal of any Party to this Agreement, the provisions of this Agreement shall remain in force for any remaining Parties to the Agreement.

**Section. 9.03. Dissolution.** The Land Bank may only be dissolved pursuant to the requirements of Section 1613 of the Land Bank Act.

## **ARTICLE X** **MISCELLANEOUS**

**Section 10.01. Notices.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party via certified mail, return receipt requested, and by regular US mail. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. All such written notices, including any notice of withdrawal under Article IX, shall be sent to the Parties the addresses below, or any subsequent address provided by either Party:



To: Onondaga County

Onondaga County  
Office of the County Executive  
Att: County Executive  
John H. Mulroy Civic Center, 14th Floor  
421 Montgomery Street  
Syracuse, New York 13202

With carbon copy to:

Onondaga County  
Department of Law  
Att: County Attorney  
John H. Mulroy Civic Center 10th FL.  
421 Montgomery Street  
Syracuse, New York 13202

TO: The City of Syracuse

City of Syracuse  
Office of the Mayor  
Att: Mayor  
233 East Washington Street  
Syracuse, NY 13202  
With Carbon Copy to:

City of Syracuse  
Department of Law  
Att: Corporation Counsel  
233 East Washington Street  
Syracuse, NY 13202

And to:

City of Syracuse  
City Clerk  
233 E. Washington Street, Rm. 231  
Syracuse, NY 13202

**Section 10.02. Entire Agreement.** This Agreement sets forth the entire Agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other contracts, understandings, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

**Section 10.03. Interpretation of Agreement.** The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Bank Act. All powers granted to the Land Bank under this Agreement and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

**Section 10.04. Severability of Provisions.** If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons, Parties, or circumstances is not affected but will be enforced to the extent permitted by law.

**Section 10.05. Governing Law.** This Agreement is made and entered into in the State of New York and shall in all respects be interpreted, enforced, and governed under the laws of the State of New York without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

**Section 10.06. Captions and Headings.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

**Section 10.07. Terminology.** All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

**Section 10.08. Cross-References.** References in this Agreement to any article include all sections, subsections, and paragraphs in the article, unless specifically noted otherwise. References in this Agreement to any section include all subsections and paragraphs in the section.

**Section 10.09. Jurisdiction and Venue.** In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of Onondaga County.

**Section 10.10. Amendments to Agreement.** This Agreement may be amended or an alternative form of this Agreement adopted only upon written amendment approved by all Parties.

**Section 10.11. Amendments to Land Bank Act.** The Land Bank shall have any powers authorized pursuant to any amendments, replacements, or substitutions to the Land Bank Act, unless the Agreement is amended by the Parties to provide otherwise.

**Section 10.12 Certificate of Incorporation.** The Certificate of Incorporation of the GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION are attached to this Agreement as Exhibit "A" and incorporated herein by reference.

**Section 10.13. Effective Date.** This Agreement shall become effective as of the Effective Date as that term is defined in Section 1.03. of this Agreement.

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*[The remainder of this page is intentionally left blank, with  
the signature pages immediately following on the next page.]*

IN WITNESS WHEREOF, the County of Onondaga and the City of Syracuse have caused this Agreement to be executed by their authorized representatives on the date indicated, to be effective upon the Effective Date as that term is described within this Agreement.

**ONONDAGA COUNTY**

Dated: 3/27, 2012

By: Joanne M. Mahoney  
MJM Joanne M. Mahoney  
Onondaga County Executive

**CITY OF SYRACUSE**

Dated: \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Stephanie A. Miner  
Mayor

ATTEST:

\_\_\_\_\_  
John P. Copanas, City Clerk

IN WITNESS WHEREOF the County of Onondaga and the City of Syracuse have caused this Agreement to be executed by their authorized representatives on the date indicated, to be effective upon the Effective Date as that term is described within this Agreement.


ONONDAGA COUNTY

Dated: \_\_\_\_\_


BY: \_\_\_\_\_  
Joanne M. Mahoney  
Onondaga County Executive

Dated: 3/26/2012

CITY OF SYRACUSE

By:   
Stephanie A. Miner  
Mayor

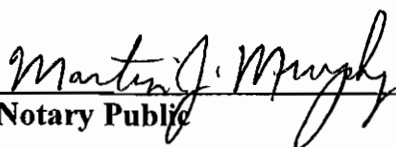
ATTEST:

  
John P. Copanas, City Clerk



**STATE OF NEW YORK )**  
**COUNTY OF ONONDAGA) ss.:**

On this 27<sup>th</sup> day of March, 2012, before me, the undersigned a Notary Public in and for said State, personally appeared **JOANNE M. MAHONEY**, to me known, who, being by me duly sworn, did depose and say that she resides in Syracuse, New York; that she is the County Executive of the County of Onondaga personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
**Notary Public**

MARTIN J. MURPHY  
NOTARY PUBLIC, State of New York  
Qual. Onon. Co., No. 02MU4906946  
My Comm. Exp. Aug. 31, 20 13

STATE OF NEW YORK       )  
COUNTY OF ONONDAGA    ) ss.:  
CITY OF SYRACUSE        )

On this 26<sup>th</sup> day of March, 2012 before me personally came Stephanie A. Miner, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: that she resides in the City of Syracuse, New York; that she is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that she knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that she signed said instrument as Mayor of said City of Syracuse by like authority; and the said Stephanie A. Miner further says that she is acquainted with John P. Copanas and knows him to be the City Clerk of said City of Syracuse and that the signature of John P. Copanas was hereto subscribed pursuant to said Charter and in the presence of her, the said Stephanie A. Miner, Mayor.

Catherine E. Carnrike  
Notary Public

CATHERINE E. CARNRIKE  
Notary Public, State of New York  
No. 02CA6112791  
Qualified in Onondaga County  
Commission Expires July 12, 2012

## **RESOLUTION NO. 1 OF 2012**

The Greater Syracuse Property Development Corporation met in Regular Session in at 333 West Washington Street, Syracuse, New York, on June 29, 2012, at 1:30 P.M.

The meeting was called to order. Upon the roll being duly called, the following members were:

PRESENT: Mary Beth Primo, Daniel Barnaba, Vito Sciscioli, and Dwight L. Hicks

ABSENT: James Corbett

The following Resolution was offered and duly seconded, to wit:

### **RESOLUTION APPROVING OF THE BY-LAWS OF THE GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION**

**WHEREAS**, the inter-municipal agreement for the creation of the Corporation by and between the County of Onondaga and the City of Syracuse which was fully executed on March 27, 2012 which (hereinafter referred to as the "IMA") requires the Greater Syracuse Property Development Corporation (hereinafter referred to as "the Corporation") to adopt By-Laws consistent with the IMA and Article 16 of the New York Not-For Profit Corporation Law (hereinafter the Land Bank Act); and

**WHEREAS**, the Members of the Corporation have received the proposed By-Laws, have had opportunity to review them, and said By-Laws are attached to this Resolution as Appendix "A"; and

**WHEREAS**, the proposed By-Laws are consistent with the IMA and the Land Bank Act.

**NOW, THEREFORE, BE IT RESOLVED** by the Corporation that:

1. The proposed By-Laws of the Corporation as attached to this Resolution as Appendix "A" are hereby adopted.

The question of the adoption of the foregoing Resolution was duly put to vote on a roll call, which resulted as follows:

Yes: Mary Beth Primo, Daniel Barnaba, Vito Sciscioli, Dwight L. Hicks

No:

The foregoing Resolution was thereupon duly adopted.

STATE OF NEW YORK     )  
COUNTY OF ONONDAGA   ) ss.:

I, the undersigned, Dwight L. Hicks, Secretary of the Greater Syracuse Property Development Corporation, DO HEREBY CERTIFY:

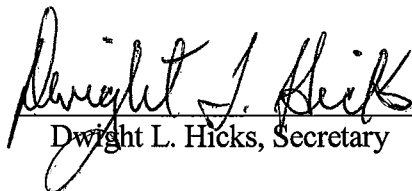
That I have compared the foregoing extract of the minutes of the meeting of the Greater Syracuse Property Development Corporation including the resolution contained therein, held on the 29th day of June 2012, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Greater Syracuse Property Development Corporation and of such resolution set forth therein and of the whole of said original insofar as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Greater Syracuse Property Development Corporation had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY that there was a quorum of the members of the Greater Syracuse Property Development Corporation present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Greater Syracuse Property Development Corporation this 11 day of July, 2012.

  
Dwight L. Hicks, Secretary

## **APPENDIX "A"**

**BYLAWS  
OF THE  
GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION  
(a New York Land Bank)**

**ARTICLE I – THE CORPORATION**

**Section 1. Name.** The name of the Corporation shall be as provided in its Certificate of Incorporation and is currently the **Greater Syracuse Property Development Corporation.**

**Section 2. Seal.** The Corporation's seal shall be in the form of a circle and shall bear the name of the Corporation and the year of its organization, and the words "Corporate Seal, New York." The seal may be used by causing it, or a facsimile thereof, to be impressed or affixed or otherwise reproduced.

**Section 3. Office.** The office of the Corporation shall be located at 201 East Washington Street, Syracuse, New York, or such other address as the Corporation may designate, from time to time, by resolution.

**ARTICLE II - BOARD**

**Section 1. Power of the Board and Qualification of Members.** The Corporation shall be overseen and governed by its Board who shall exercise oversight and control over the officers and staff of the Corporation. The Board shall have all powers conferred on Boards of not-for profit corporations pursuant to New York State law, and any other Law that is applicable to the Corporation.

**Section 2. Board Composition.** The Board shall consist of five (5) Members. Each Member shall serve a three (3) year term and continue to hold office until his or her successor is appointed and has been elected and qualified. Each member shall serve without compensation. Vacancies in the Board occurring otherwise than by expiration of term shall be filled for the unexpired term. The members of the Board shall be appointed as follows:

- (a) One (1) member shall be appointed by the County Executive of Onondaga County;
- (b) One (1) member shall be appointed by the Chairman of the Onondaga County Legislature, and confirmed by the Onondaga County Legislature;
- (c) One (1) member shall be appointed by the Mayor of the City of Syracuse;
- (d) One (1) member shall be appointed by the Majority Leader of the Common Council of the City of Syracuse and confirmed by the Common Council of the City of Syracuse;



- (e) One (1) member shall be jointly nominated by County Executive of Onondaga County, the Mayor of the City of Syracuse, and confirmed by both the Common Council of the City of Syracuse and the Onondaga County Legislature:

**Section 3. Initial Members.** The first term of the first Board members shall commence on the date of the first Board meeting. The initial Members of the Board of the Corporation shall be:

- (a) Appointed by the County Executive of Onondaga County:  
Mary Beth Primo, for a term of two (2) years; and
- (b) Appointed by the Chairman of the Onondaga County Legislature  
and confirmed by the Onondaga County Legislature:  
Daniel Barnaba, for a term of three (3) years; and
- (c) Appointed by the Mayor of the City of Syracuse:  
Vito Sciscioli, for a term of two (2) years; and
- (d) appointed by the Majority Leader of the Common Council of the City of Syracuse  
and confirmed by the Common Council of the City of Syracuse:  
Dwight Hicks, for a term of three (3) years; and
- (e) Jointly nominated by County Executive of Onondaga County,  
the Mayor of the City of Syracuse, and confirmed by both the Common Council  
of the City of Syracuse and the Onondaga County Legislature:  
James Corbett, for a term of three (3) years.

**Section 4. Term of Office.** Except for the terms of the initial members as outlined in Section 3, the members of the Board appointed to succeed the initial members shall be appointed for a term of three (3) years. Each Board member at the election of his or her appointing Party may serve a maximum of two full terms in addition to any partial term for which such member was appointed to fill a vacancy or any initial term that is less than a full three year term. In the event State law is amended to provide for different terms and/or composition of the Board, then the Board as it exists at the time of such amendment shall be authorized to take any action required such that the Board complies with any requirements of State law.

**Section 5. Qualifications.** All members of the Board of the Corporation shall all be residents of the County of Onondaga. Members appointed in whole by the Mayor or the Common Council of the City of Syracuse or the Majority Leader of the Common Council of the City of Syracuse shall be residents of the City of Syracuse. The jointly nominated member may be, but need not be, a resident of the City of Syracuse.

**Section 6. Removal.** Board members may be removed by their appointing Party for neglect of duty or misconduct in office, or may be removed pursuant to any other provision of New York law.

**Section 7. Vacancies.** A vacancy among the members of the Board appointed under section 4.01, whether caused by the death, resignation, or removal of a Board member, shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy shall be filled as soon as practicable.

**Section 8. Independence.**

(a) No Member, including the Chair shall serve as the Corporation's Executive Director, Chief Operating Officer, Chief Financial Officer, Comptroller, or hold any other equivalent executive position or office while also serving as a Member.

(b) As soon as practicable and in compliance with Section 2825 of the New York Public Authorities Law, the majority of the Members of the Board shall be Independent Members, as such term is defined in paragraph (c) below.

(c) Independence. For the purposes of these ByLaws, an independent Member is one who:

(i) is not, and in the past two (2) years has not been, employed by the Corporation or another corporate body having the same ownership and control of the Corporation in an executive capacity;

(ii) is not, and in the past two (2) years has not been, employed by an entity that received remuneration valued at more than fifteen thousand dollars (\$15,000.00) for goods and services provided to the Corporation or received any other form of financial assistance valued at more than fifteen thousand dollars (\$15,000.00) from the Corporation;

(iii) is not a relative of an executive officer or employee in an executive position of the Corporation or another corporate body having the same ownership and control of the Corporation; and

(iv) is not, and in the past two (2) years has not been, a lobbyist registered under a state or local law and paid by a client to influence the management decisions, contract awards, rate determinations or any other similar actions of the Corporation or another corporate body having the same ownership and control of the Corporation.

(d) Each Member shall have one vote.

**Section 9. Organization.** At each meeting of the Board, the Chair, or, in the absence of the Chair, a Vice Chair shall preside, or in the absence of either of such officers, a chair chosen by a majority of the Members present shall preside. The Secretary shall act as secretary of the Board. In the event the Secretary shall be absent from any meeting of the Board, an Assistant Secretary shall act as the secretary for such meeting.

**Section 10. Action by the Board.** Except as otherwise provided by law or in these Bylaws, the act of the Board means action taken at a meeting of the Board by vote of a majority of the Members present at the time of the vote, if a quorum is present at such time, except as provided in Section 1605 (I) of the NPCL.

**Section 11. Place of Meeting.** The Board may hold its meetings at 333 West Washington Street, Syracuse, New York, or at such place or places within the State of New York as the Board may from time to time by resolution determine.

**Section 12. Annual Meeting.** Except in case of the Annual Meeting in calendar year 2012, the annual meeting of the Corporation shall be held on the second Tuesday of January in each calendar year, at the regular meeting place of the Corporation as described in Section 7 of this Article. Such 2012 annual meeting may be held at such time as approved by the chairman of the Corporation; and if it is held at another time, notice shall be given as hereinafter provided for special meetings of the Board.

**Section 13. Regular Meetings.** Regular meetings of the Board may be held at such times as may be fixed from time to time by resolution of the Board.

**Section 14. Special Meetings.** Special meetings of the Board shall be held whenever called by the Chair or in the absence of the Chair by a Vice Chair, or by any two (2) of the Members. Notice shall be given orally, by telefax, bye-mail, or by mail and shall state the purposes, time and place of the meeting. If notice is given orally, in person or by telephone, it shall be given not less than two (2) days before the meeting; if it is given by telefax, bye-mail or by mail, it shall be given not less than three (3) days before the meeting. At such special meeting no business shall be considered other than that designated in the notice.

**Section 15. Waivers of Notice.** Notice of a meeting need not be given to any Member who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

**Section 16. Quorum.**

(a) A majority of the entire Members of the Board shall constitute a quorum for the transaction of business.

(b) A majority of the Members present, whether or not a quorum is present, may adjourn any meeting to another time and place without notice to any Member.

**Section 17. Compensation.** Members shall receive no compensation for their services but may be reimbursed for the expenses reasonably incurred by them in the performance of their duties.

**Section 18. Annual Independent Audit.** The Members of the Board shall present to the Member the annual independent audit report performed in accordance with the requirements of the Public Authorities Accountability Act (hereinafter "PAAA") and generally accepted

government auditing standards certified by a firm of independent public accountants selected by the Board. The certified independent public accounting firm that performs the annual independent audit shall report the following:

- (a) the assets and liabilities, including the status of reserve, depreciation, special or other funds including the receipts and payments of such funds, of the Corporation as of the end of the fiscal year;
- (b) the principal changes in assets and liabilities, including trust funds, during said fiscal period;
- (c) the revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes during said fiscal period;
- (d) the expenses or disbursement, of the Corporation for both general and restricted purposes, during said fiscal period; and
- (e) a schedule of the bonds and notes of the Corporation outstanding during said fiscal period, including all refinancings, calls, refundings, defeasements, and interest rate exchange or other such agreements, and for any debt issued during the fiscal period, together with a statement of the amounts redeemed and incurred during such fiscal period as a part of a schedule of debt issuance that include the date of issuance, term, amount, interest rate, means of repayment and cost of issuance.

Furthermore, the certified independent public accounting firm that performs the annual independent audit shall report to the Board or designated Board committee the following:

- (f) all critical accounting policies and practices to be used;
- (g) all alternative treatments of financial information within generally accepted accounting principals that have been discussed with the management of the Corporation, ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the certified independent public accounting firm;
- (h) other material written communications between the certified independent public accounting firm and the management of the Corporation, such as the management letter along with managements response or plan of corrective action, material corrections identified or schedule of unadjusted differences, where applicable.

### **ARTICLE III - COMMITTEES**

**Section 1. Audit Committee.** There shall be an Audit Committee consisting entirely of Independent Members, who shall be elected by the Members at each Annual Meeting and shall serve until the next Annual Meeting. To the extent practicable, members of the Audit Committee should be familiar with corporate financial and accounting practices. The Audit

Committee shall recommend to the Board the hiring of a certified independent accounting firm in compliance with the Public Authorities Law of New York State to conduct the annual independent audit, establish the compensation to be paid to the accounting firm and provide direct oversight of the performance of the annual independent audit.

**Section 2. Governance Committee.** There shall be a Governance Committee consisting entirely of Independent Members, who shall be elected by the Members at each Annual Meeting and shall serve until the next Annual Meeting. The Governance Committee shall keep the Board informed of current best governance practices, review corporate governance trends, update the Corporation's governance principles, and advise the Board on the skills and experience required of potential directors.

**Section 3. Other Standing Committees.** The Members of the Board, by resolution adopted by a majority of the entire Board, may designate from among its members other standing committees consisting of three (3) or more Members, which can make recommendations to the entire Board. The standing committees shall have such authority as the Board shall by resolution provide, except that no such committee shall have authority as to the following matters:

- (a) the submission to the Member of any action requiring Member approval under the law;
- (b) the filling of vacancies in the Board or in any committee;
- (c) the amendment or repeal of the By laws, or the adoption of new By laws; or
- (d) the amendment or repeal of any resolution of the Board which by its terms, shall not be so amendable or repealable.

**Section 4. Special Committees.** The Members of the Board may designate special committees, each of which shall consist of such persons and shall have such authority as is provided in the resolution designating the committee.

**Section 5. Meetings.** Meetings of committees, of which no notice shall be necessary, shall be held at such time and place as shall be fixed by the Chair of the Board or the chair of such committee or by vote of a majority of all the members of the committee.

**Section 6. Quorum and Manner of Acting.** Unless otherwise provided by resolution of the Board, a majority of all of the members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of the committee shall be the act of the committee. The procedures and manner of acting of the committees of the Board shall be subject at all times to the direction of the Board.

**Section 7. Tenure of Members of Committees of the Board.** Each committee of the Board and every member thereof shall serve at the pleasure of the Board.

**Section 8. Alternate Members.** The Board may designate one (1) or more members as alternate members of any standing committee of the Board; who may replace any absent member or members at any meeting of such committee.

#### **ARTICLE IV – BOARD MEMBERS**

**Section 1. Officers.** The Officers of the Corporation's Board shall be a Chair, a Vice Chair a Treasurer, a Secretary and/or such other officers as the Board may in its discretion determine. Any two (2) or more offices may be held by the same person, except the offices of Chair and Secretary.

**Section 2. Term of Office and Qualifications.** Those officers whose titles are specifically mentioned in Section 1 of this Article shall be elected by the Board at its Annual Meeting. Unless a shorter term is provided in the resolution of the Board electing such officer, the term of office of each officer shall extend to the next Annual Meeting and until the officer's successor is elected and qualified.

**Section 3. Additional Officers.** Additional officers maybe elected for such period, have such authority and perform such duties, either in an administrative or subordinate capacity, as the Board may from time to time determine.

**Section 4. Removal of Officers.** Officers may be removed by a majority vote of the remaining Members of the Board for neglect of duty or misconduct in office, pursuant to rules and requirements adopted by the Board pursuant to Section 1605 (2)(e) of the Not For profit Corporation Law, or pursuant to any other provision of New York law.

**Section 5. Resignation.** Any officer may resign his or her position as an officer at any time by giving written notice to the Board, to the Chair or to the Secretary. Any such resignation shall take effect at the time specified therein, or, if no time be specified, then upon delivery.

**Section 6. Vacancies.** A vacancy in any office shall be filled by the Board.

**Section 7. Chair.** The Chair shall preside at all meetings and of the Board at which the Chair is present. In the absence or incapacity of the Executive Director of the Corporation or the Chief Financial Officer, and except as otherwise authorized by resolution of the Board, the Chair shall execute all agreements, contracts, deeds, and any other instruments of the Corporation. At each meeting, the Chair shall submit recommendations and information as he or she may consider proper concerning the business, affairs, the bonds, the notes, the loans, the projects and facilities of the Corporation, the economic benefits to be conferred on project applicants and occupants, and the policies of the Corporation. Nothing in this provision shall be construed as granting the Chair the exclusive right to bring matters before the Corporation for consideration.

**Section 8. Vice Chair.** In the absence or incapacity to act of the Chair, or if the office of Chair be vacant, the Vice Chair shall preside at all meetings of the Board, and shall perform the duties and exercise the powers of the Chair, subject to "the right of the Board from time to time to



extend or confine such powers and duties or to assign them to others. The Vice Chair shall have such powers and shall perform such other duties as may be assigned by the Board or the Chair.

**Section 9. Treasurer.** The Treasurer shall, if required by the Board, obtain a bond for the faithful discharge of his or her duties, in such sum and with such sureties as the Board shall require. The Treasurer shall oversee the Chief Financial Officer of the Corporation and shall review all the books and accounts of the Corporation and shall advise the Chief Financial Officer of the Corporation with respect to the charge, custody and investment of all funds and securities of the Corporation, and the Treasurer shall ensure the proper deposit by the Chief Financial Officer of the Corporation all such funds in the name of and to the credit of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board. The Treasurer shall also perform all other duties customarily incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board

**Section 10. Assistant Treasurer.** The Assistant Treasurer, if there be any appointed, shall carry out the duties of the Treasurer in the absence of the Treasurer.

**Section 11. Secretary.** It shall be the duty of the Secretary to act as secretary of all meetings of the Board, and to keep the minutes of all such meetings in a proper book or books to be provided for that purpose; the Secretary shall see that all notices required to be given by the Corporation are duly given and served; the Secretary shall keep a current list of the Members and officers of the Corporation's Board and their residence addresses; the Secretary shall be custodian of the seal of the Corporation and shall affix the seal, or cause it to be affixed, to all agreements, documents and other papers requiring the same. The Secretary shall have custody of the minute book containing the minutes of all meetings of Members, the Audit Committee, the Governance Committee and any other committees which may keep minutes, and of all other contracts and documents which are not in the custody of the Treasurer of the Corporation, or in the custody of some other person authorized by the Board to have such custody.

**Section 12. Assistant Secretary.** The Assistant Secretary, if there be any appointed, shall carry out the duties of the Secretary in the absence of the Secretary.

**Section 13. Appointed Officers.** The Board may delegate to any officer or committee, by a majority vote of the total Board membership, the power to appoint and to remove any subordinate officer agent or employee.

## **ARTICLE V - EXECUTIVE OFFICERS AND OTHER PERSONNEL**

**Section 1. Executive Director.** The Corporation may select and retain an Executive Director by resolution. All terms and conditions of the Executive Director's length of service shall be specified in a written contract between the Executive Director and the Land Bank.

**Section 2. Duties and Responsibilities of Executive Director.** The Executive Director shall report to the Chair of the Board of the Corporation. He or she shall have general supervision and management of the Corporation and all Corporation staff and employees shall report directly to

the Executive Director. Except as may otherwise be authorized by a resolution adopted by the Board, the Executive Director shall:

- (a) cosign all purchase orders and instruments and checks over certain dollar thresholds as may be established from time to time by the Board (said instruments may be countersigned by the Chief Financial Officer, or other officer or Member as shall be designated by the Board);
- (b) prepare the annual budget of the Corporation with the consultation and cooperation of the Audit Committee, the Chief Financial Officer and Deputy Financial Officer for submission to the Board for approval; and
- (c) sign all purchase orders, under the direction of the board by resolution and the Chief Financial Officer. Furthermore, the Executive Director shall assist the Chair with such matters as the Chair or the Board may request in furtherance of the Corporation's public purposes. The Executive Director shall be charged with leading the Corporation in carrying out its Mission Statement and fulfilling its public purposes. The Executive Director shall also perform all other duties customarily incident to the office of a Executive Director of a land bank corporation and local public authority of the State of New York and such other duties as from time to time may be assigned by the Board.

**Section 3. Chief Financial Officer.** The Corporation shall select and retain a Chief Financial Officer by resolution, which resolution shall set the Chief Financial Officer's annual compensation.

**Section 4. Duties and Responsibilities of Chief Financial Officer.** In the absence or incapacity of the Executive Director, the Chief Financial Officer shall exercise the duties and responsibilities of the Executive Director. Except as may otherwise be authorized by a resolution of the Board, if the office of the Executive Director shall be vacant the Chief Financial Officer of the Corporation shall be the Acting Executive Director of the Corporation until such time as the Board has appointed a replacement Executive Director. The Chief Financial Officer of the Corporation shall assist the Executive Director in the carrying out of the Corporation's purposes and in fulfillment of the Corporation's public purposes. The Chief Financial Officer shall oversee the maintenance of the books and accounts of the Corporation. The Chief Financial Officer shall also perform all other duties customarily incident to the office of a Chief Financial Officer of a public benefit corporation and public authority of the State of New York and such other duties as from time to time may be assigned by the Board. The Chief Financial Officer shall be the Chief Compliance Officer of the Corporation for purposes of ensuring that the Corporation is in full compliance with all provisions of the Public Authorities Accountability Act (hereinafter "PAAA") applicable to the Corporation. The Chief Financial Officer shall prepare and distribute all annual reports required by the PAAA and as may otherwise be required by the Office of the Comptroller of the State of New York. The Chief Financial Officer of the Corporation, shall assist the Executive Director, Deputy Financial Officer and Chair in preparing the annual budget of the Corporation for submission to the Board for approval and he or she shall distribute all copies of the annual budget of the Corporation to all persons required by the PAAA. The Chief Financial Officer shall assist the Audit Committee of the Board in carrying

out theft functions. The Chief Financial Officer of the Corporation shall be the Contracting Officer of the Corporation for the disposition of real and personal property in accordance with the provisions of the PAAA. The Chief Financial Officer shall be the Freedom of Information Officer of the Corporation in accordance with the provisions of the New York State Freedom of Information Law, Article 6 of the New York Public Officers Law.

**Section 5. Deputy Financial Officer.** The Corporation may select and retain a Deputy Financial Officer by Resolution, which resolution shall set the Deputy Financial Officer's Annual compensation.

**Section 6. Duties and Responsibilities of Deputy Financial Officer.** The Deputy Financial Officer shall be the assistant to the Chief Financial Officer of the Corporation. The Deputy Financial Officer of the Corporation shall assist the Executive Director and Chief Financial Officer in carrying out the Corporation's purposes to fulfill the Corporation's public purposes under the PAAA. The Deputy Financial Officer shall keep and maintain the books and accounts of the Corporation and shall have charge and custody of, and be responsible for, all funds and securities of the Corporation, and shall deposit all such funds in the name of and to the credit of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board. The Deputy Financial Officer shall payout and disburse such moneys under the direction of the Executive Director and the Chief Financial Officer. All such purchase orders and instruments and checks over certain dollar threshold as may be established from time to time by the Board shall be signed by the Executive Director or the Chief Financial Officer of the Board, or other officer or Member as shall be designed by the Board. The Deputy Financial Officer of the Corporation shall assist the Executive Director and Chief Financial Officer of the Corporation in the preparation of the annual budget of the Corporation for submission to the Board for approval.

**Section 7. Compliance Officer.** The Corporation shall appoint a Compliance Officer by resolution, who may be the Chief Financial Officer, or any other employee of the Corporation. The Compliance Officer shall be responsible for insuring that the Corporation complies with all financial and other reporting requirements imposed by law, including those requirements in the General Municipal Law and the Public Authorities Law of New York State. The Compliance Officer shall be the "Contracting Officer" (as such term is defined in Section 2895 of New York's Public Authorities Law).

**Section 8. Additional Personnel.** The Corporation may from time to time employ such personnel as the Corporation, upon the recommendation of the Executive Director, deems necessary to exercise the Corporation's powers, duties and functions as prescribed by the PAAA and all other laws of the State of New York applicable thereto. The selection and compensation of all personnel shall be determined by the Corporation subject to the laws of the State of New York.

**Section 9. City or County Personnel.** The Corporation may, with the consent of the City and/or the County, use the agents, employees and facilities of the City and/or the County Municipality: In such event, the Corporation will, by resolution, enter into a contract with the City or the County (as the case may be) providing the terms upon which the City or the County

will provide the use of its agents, employees and facilities to the Corporation and the compensation, if any, that the Corporation shall pay to the City or the County for the use by the Corporation of the City or County's agents, employees and facilities.

## **ARTICLE VI - CONTRACTS, CHECKS, DRAFTS AND BANK ACCOUNTS**

**Section 1. Execution of Contracts.** The Board, except as in these ByLaws and Article 16 of N-PCL otherwise provided, may authorize any officer or officers, agent or agents, in the name of and on behalf of the Corporation to either into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; but, unless so authorized by the Board, or expressly authorized by these ByLaws, no officers, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to Tender it liable pecuniarily in any amount for any purpose.

**Section 2. Loans.** No loans shall be contracted on behalf of the Corporation unless specifically authorized by the Board.

**Section 3. Checks, Drafts, Etc.** All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed on behalf of the Corporation in such manner as shall from time to time be determined by these ByLaws or by resolution of the Board.

**Section 4. Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select or in the absence of such selection by the Board, as the Executive Director in consultation with the Chief Financial Officer and Deputy Financial Officer.

## **ARTICLE VII - INDEMNIFICATION AND INSURANCE**

**Section 1. Authorized Indemnification.** Unless clearly prohibited by law or Section 2 of this Article, the Corporation shall indemnify any person ("Indemnified Person") made, or threatened to be made, a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise, including any action by or in the right of the Corporation, by reason of the fact that he or she (or his or her testator or intestate). whether before or after adoption of this Section, (a) is or was a Member or officer of the Corporation, or (b) in addition is serving or served, in any capacity, at the request of the Corporation, as a Member or officer of any other corporation, or any partnership, joint venture, trust, Employee benefit plan or other enterprise. The indemnification shall be against all judgments, fines, penalties, amounts paid in settlement (provided the Corporation shall have consented to such settlement) and reasonable expenses, including attorneys' fees and costs of investigation, incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding, and any appeal thereof

**Section 2. Prohibited Indemnification.** The Corporation shall not indemnify any person if a judgment or other final adjudication adverse to the Indemnified Person (or to the person whose actions are the basis for the action or proceeding) establishes, or the Board in good faith determines, that such person's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

**Section 3. Advancement of Expenses.** The Corporation shall, on request of any Indemnified Person who is or may be entitled to be indemnified by the Corporation, pay or promptly reimburse the Indemnified Person's reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a binding, written commitment to repay the Corporation, with interest, for any amount advanced for which it is ultimately determined that he or she is not entitled to be indemnified under the law or Section 2 of this Article. An Indemnified Person shall cooperate in good faith with any request by the Corporation that common legal counsel be used by the parties to such action or proceeding who are similarly situated unless it would be inappropriate to do so because of actual or potential conflicts between the interests of the parties.

**Section 4. Indemnification of Others.** Unless clearly prohibited by law or Section 2 of this Article, the Board may approve Corporation indemnification as set forth in Section I of this Article or advancement of expenses as set forth in Section 3 of this Article, to a person (or the testator or intestate of a person) who is or was employed by the Corporation or who is or was a volunteer for the Corporation, and who is made, or threatened to be made, a party in any action or proceeding, by reason of the fact of such employment or volunteer activity, including actions undertaken in connection with service at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

**Section 5. Determination of Indemnification.** Indemnification mandated by a final order of a Court of competent jurisdiction will be paid. After termination or disposition of any actual or threatened action or proceeding against an Indemnified Person, if indemnification has not been ordered by a court the Board shall, upon written request by the Indemnified Person, determine whether and to what extent indemnification is permitted pursuant to these ByLaws. Before indemnification can occur the Board must explicitly find that such indemnification will not violate the provisions of Section 2 of this Article. No Member with a personal interest in the outcome, or who is a party to such actual or threatened action or proceeding concerning which indemnification is sought, shall participate in this determination. If a quorum of disinterested Members is not obtainable, the Board shall act only after receiving the opinion in writing of independent legal counsel that indemnification is proper in the circumstances under then applicable law and these ByLaws.

**Section 6. Binding Effect.** Any person entitled to indemnification under these Bylaws has a legally enforceable right to indemnification, which cannot be abridged by amendment of these ByLaws with respect to any event, action or omission occurring prior to the date of such amendment.

**Section 7. Insurance.** The Corporation is not required to purchase Directors' and officers' liability insurance, but the Corporation may purchase such insurance if authorized and approved by the Board. To the extent permitted by law, such insurance may insure the Corporation for any obligation it incurs as a result of this Article or operation of law and it may insure directly the Members, officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article as well as for liabilities against which they are entitled or permitted to be indemnified by the Corporation.

**Section 8. Nonexclusive Rights.** The provisions of this Article shall not limit or exclude any other rights to which any person may be entitled under law or contract. The Board is authorized to enter into agreements on behalf of the Corporation with any Member, officer, employee or volunteer providing them rights to indemnification or advancement of expenses in connection with potential indemnification in addition to the provisions therefore in this Article, subject in all cases to the limitations of Section 2 of this Article.

## **ARTICLE VIII - CONFLICTS OF INTEREST**

**Section 1. Definition of Conflicts of Interest.** A conflict of interest will be deemed to exist whenever an individual is in the position to approve or influence Corporation policies or actions which involve or could ultimately harm or benefit financially: (a) the individual; (b) any family member (spouse, domestic partner, grandparents, parents, children, grandchildren, great grandchildren, brothers or sisters (whether whole or half blood), and spouses of these individuals; or (c) any organization in which he or a family member is a Member, trustee, officer, member, partner or more than 10% of the total (combined) voting power. Service on the board of another not-for-profit corporation does not constitute a conflict of interest.

**Section 2. Disclosure of Conflicts of Interest.** A Member or officer shall disclose a conflict of interest: (a) prior to voting on or otherwise discharging his duties with respect to any matter involving the conflict which comes before the Board or any committee; (b) prior to entering into any contract or transaction involving the conflict; (c) as soon as possible after the Member or officer learns of the conflict; and, (d) on the annual conflict of interest disclosure form. The Secretary of the Corporation shall distribute annually to all directors, officers and key employees (as identified by the Corporation), a form soliciting the disclosure of all conflicts of interest, including specific information concerning the terms of any contract or transaction with the Corporation and whether the process for approval set forth in this policy was used. Such disclosure form may require disclosure of other relationships that may not constitute an actual conflict of interest, but which are required to be disclosed in order for the Corporation to comply with its annual reporting requirements.

**Section 3. Approval of Contracts and Transactions Involving Potential Conflicts of Interest.** A Member or officer who has or learns about a potential conflict of interest should disclose promptly to the Secretary of the Corporation the material facts surrounding any potential conflict of interest, including specific information concerning the terms of any contract or transaction with the Corporation. All effort should be made to disclose any such contract or



transaction and have it approved by the Board before the arrangement is entered into. Following receipt of information concerning a contract or transaction involving a potential conflict of interest) the Board shall consider the material facts concerning the proposed contract or transaction, including the process by which the decision was made to recommend entering into the arrangement on the terms proposed. The Board shall approve only those contracts or transactions in which the terms are fair and reasonable to the Corporation and the arrangements are consistent with the best interests of the Corporation. Fairness includes, but is not limited to, the concepts that the Corporation should pay no more than fair market value for any goods or services which the Corporation receives and that the Corporation should receive fair market value consideration for any goods or services that it furnishes others. The Board shall set forth the basis for its decision with respect to approval of contracts or transactions involving conflicts of interest in the minutes of the meeting at which the decision is made, including the basis for determining that the consideration to be paid is fair to the Corporation.

**Section 4. Validity of Actions.** No contract or other transaction between the Corporation and one or more of its Members or officers, or between the Corporation and any other corporation, firm, association or other entity in which one or more of its Members or officers are Members or officers, or have a substantial financial interest, shall be either void or voidable for this reason alone or by reason alone that such Member or Members or officer or officers are present at the meeting of the Board of Directors, or of a committee thereof, which authorizes such contract or transaction, or that his or their votes are counted for such purpose, if the material facts as to such Member's or officer's interest in such contract or transaction and as to any such common directorship, officership or financial interest are disclosed in good faith or known to the Board or committee, and the Board or committee authorizes such contract or transaction by a vote sufficient for such purpose without counting the vote or votes of such interested Member or officers. Common or interested Members may be counted in determining the presence of a quorum at a meeting of the Members of the Board or committee which authorizes such contract or transaction. At the time of the discussion and decision concerning the authorization of such contract or transaction, the interested Member or officer should not be present at the meeting.

**Section 5. Employee Conflicts of Interest.** An employee of the Corporation with a potential conflict of interest in a particular matter shall promptly and fully disclose the potential conflict to his supervisor. The employee shall thereafter refrain from participating in deliberations and discussion, as well as any decision relating to the matter and follow the direction of the supervisor as to how the Corporation decisions which are the subject of the conflict will be determined. The Executive Director shall be responsible for determining the proper way for the Corporation to handle Corporation decisions which involve unresolved employee conflicts of interest. In making such determinations, the Executive Director may consult with legal counsel. The CEO shall report to the Board at least annually concerning employee conflicts of interest which have been disclosed and contracts and transactions involving employee contract which the President has approved.

## **ARTICLE IX - COMPENSATION**

**Section 1. Reasonable Compensation.** It is the policy of the Corporation to pay no more; than reasonable compensation for personal services rendered to the Corporation by Officers and

employees. The Members shall not receive compensation for fulfilling their duties as Members, although Members may be reimbursed for actual out-of-pocket expenses, which they incur in order to fulfill their duties as Members. Expenses of spouses will not be reimbursed by the Corporation unless the expenses are necessary to achieve a Corporation purpose.

**Section 2. Approval of Compensation.** The Board must approve in advance the amount of all compensation for officers of the Corporation. Before approving the compensation of an officer, the Board shall determine that the total compensation to be provided by the Corporation to the officer is reasonable in amount in light of the position, responsibility and qualification of the officer for the position held, including the result of an evaluation of the officer's prior performance for the Corporation, if applicable. In making the determination, the Board shall consider total compensation to include the salary and the value of all benefits provided by the Corporation to the individual in payment for services. At the time of the discussion and decision concerning an officer's compensation, the officer should not be present in the meeting. The Board shall obtain and consider appropriate data concerning comparable compensation paid to similar officers in like circumstances. The Board shall set forth the basis for its decisions with respect to compensation in the minutes of the meeting at which the decisions are made, including the conclusions of the evaluation and the basis for determining that the individual's compensation was reasonable in light of the evaluation and the comparability data.

## **ARTICLE X – GENERAL**

**Section 1. Books and Records.** These shall be kept at the office of the Corporation:

(1) correct and complete books and records of accounts; (2) minutes of the proceedings of the Board and the standing and special Committees of the Corporation; (3) a current list of the Members and the officers of the Corporation and their residence addresses; (4) a copy of these ByLaws; (5) a copy of the Corporation's application for recognition of exemption with the Internal Revenue Service (if applicable); and (6) copies of the past three (3) years information returns to the Internal Revenue Service (if applicable). Any other books and records required by law to be kept by the Corporation.

**Section 2. Loans to Members and Officers.** No loans shall be made by the Corporation to its Members or Officers, or to any other company, corporation, firm, association or other entity in which one or more of the Members or Officers of the Corporation are members, directors or officers or hold a substantial financial interest except as allowed by law.

**Section 3. Fiscal Year.** The fiscal year of the Corporation shall commence on January 1 in each calendar year and shall end on December 31 of each calendar year.

**Section 4. Training.** All Members shall participate in training approved by the State of New York regarding their legal, fiduciary, financial and ethical responsibilities as members within one (1) year of appointment to the Board, all Members of the Board shall participate in such continuing training as may be required to remain informed of best practices, regulatory and statutory changes relating to the effective oversight of the management and financial activities of the Corporation and the adhere to the highest standards of responsible governance.

## **ARTICLE XI -AMENDMENTS**

**Section 1. Amendments to ByLaws.** The ByLaws of the Corporation may be amended or repealed only by the vote of four-fifths (4/5) of the voting Members of the Board. Any amendments to the Bylaws regarding the number, term or qualifications of members of the Board, shall require the approval of the Onondaga County Legislature and the Syracuse Common Council.

## **GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION**

### **CODE OF ETHICS**

This Code of Ethics shall apply to all officers and employees of the Greater Syracuse Property Development Corporation (hereinafter the “Land Bank”). These policies shall serve as a guide for official conduct and are intended to enhance the ethical and professional performance of the directors and employees and to preserve public confidence in the Land Bank’s mission. This code is adopted pursuant to New York Public Authorities Law section 2824(1)(d).

#### **Responsibility of Directors and Employees**

1. Directors and employees shall perform their duties with transparency, without favor and refrain from engaging in outside matters of financial or personal interest, including other employment, that could impair independence of judgment, or prevent the proper exercise of one's official duties.
2. Directors and employees shall not directly or indirectly, make, advise, or assist any person to make any financial investment based upon information available through the director's or employee's official position that could create any conflict between their public duties and interests and their private interests.
3. Directors and employees shall not accept or receive any gift or gratuities where the circumstances would permit the inference that: (a) the gift is intended to influence the individual in the performance of official business or (b) the gift constitutes a tip, reward, or sign of appreciation for any official act by the individual. This prohibition extends to any form of financial payments, services, loans, travel reimbursement, entertainment, hospitality, thing or promise from any entity doing business with or before the Land Bank.
4. Directors and employees shall not use or attempt to use their official position with the Land Bank to secure unwarranted privileges for themselves, members of their family or others, including employment with the Land Bank or contracts for materials or services with the Land Bank.
5. Directors and employees must conduct themselves at all times in a manner that avoids any appearance that they can be improperly or unduly influenced, that they could be affected by the position of or relationship with any other party, or that they are acting in violation of their public trust.
6. Directors and employees may not engage in any official transaction with an outside entity in which they have a direct or indirect financial interest that may reasonably conflict with the proper discharge of their official duties.

7. Directors and employees shall manage all matters within the scope of the Land Bank's mission independent of any other affiliations or employment. Directors, and employees employed by more than entity shall strive to fulfill their professional responsibility to the Land Bank without bias and shall support the Land Bank's mission to the fullest.
8. Directors and employees shall not use Land Bank property, including equipment, telephones, vehicles, computers, or other resources, or disclose information acquired in the course of their official duties in a manner inconsistent with State or local law or policy and the Land Bank's mission and goals.
9. Directors and employees are prohibited from appearing or practicing before the Land Bank for two (2) years following employment with the Land Bank, consistent with the provisions of Public Officers Law.

### **Implementation of Code of Ethics**

This Code of Ethics shall be provided to all directors and employees upon commencement of employment or appointment and shall be reviewed annually by the Governance Committee.

The board may designate an Ethics Officer, who shall report to the board and shall have the following duties:

- Counsel in confidence Land Bank directors and employees who seek advice about ethical behavior.
- Receive and investigate complaints about possible ethics violations.
- Dismiss complaints found to be without substance.
- Prepare an investigative report of their findings for action by the Executive Director or the board.
- Record the receipt of gifts or gratuities of any kind received by a director or employee, who shall notify the Ethics Officer within 48 hours of receipt of such gifts and gratuities.

### **Penalties**

In addition to any penalty contained in any other provision of law, a Land Bank director or employee who knowingly and intentionally violates any of the provisions of this code may be removed in the manner provided for in law, rules or regulations.

### **Reporting Unethical Behavior**

Employees and directors are required to report possible unethical behavior by a director or employee of the Land Bank to the Ethics Officer. Employees and directors may file ethics complaints anonymously and are protected from retaliation by the policies adopted by the Land Bank.

**Part IV – Narrative Description of Your Activities**

The Greater Syracuse Property Development Corporation (GSPDC; d/b/a Greater Syracuse Land Bank) is a type-c not-for-profit corporation incorporated in New York State on June 27, 2012. It was jointly created via Intermunicipal agreement between the City of Syracuse and County of Onondaga according to the New York State Land Bank Act. Its purpose is to redevelop vacant, abandoned, and tax-delinquent properties in order to facilitate their return to productive use. Its mission statement, adopted on August 14, 2012, states that the organization's mission is:

“to address the problems of vacant, abandoned, or tax delinquent property in the City of Syracuse and the County of Onondaga in a coordinated manner through the acquisition of real property pursuant to New York Not-for-Profit Corporations Law section 1608 and returning that property to productive use in order to strengthen the economy, improve the quality of life, and improve the financial condition of the municipalities, through the use of the powers and tools granted to Land Banks by the Laws of the State of New York.”

New York Land Banks are formed under the New York Land Bank Act (Section 16 of New York Not-for-Profit Corporation Law) and are also considered Local Public Authorities subject to all of the reporting and transparency requirements applicable to quasi-governmental entities in New York State.

A large portion of its real property inventory will be received from the City of Syracuse subsequent to municipal foreclosure for property tax delinquency. These will include vacant land, residential, commercial, and other types of properties, including both occupied and unoccupied structures. The organization is then charged with redeveloping, assembling, stabilizing, and marketing property. In order to accomplish this and address the scale of the abandoned property problem in Onondaga County, the GSPDC will sell many properties to qualified private investors to return these properties to productive use. The GSPDC's role, the get clean title to properties, stabilize them, engage in preventive maintenance, and market the properties for sale to qualified buyers, are functions that local government has been unwilling or unable to perform due to risk associated with property ownership, but that facilitate private investment in the local real estate market. In this way the GSPDC plans to provide services that lessen the burdens on local government and bridge the gap between the public and private sectors. A smaller number of properties are expected to be sold to other not-for-profits or public entities also involved in neighborhood revitalization, economic development, and/or the provision of affordable housing.

The GSPDC stabilizes and maintains properties it takes ownership of and demolishes or deconstructs those that cannot be renovated. In the event a property is occupied at the time the GSPDC takes ownership, tenants in properties in habitable condition will be offered the opportunity to enter a lease and stay in the property, which will be managed by a property manager contracted by the GSPDC; this is intended to prevent unnecessary displacement of tenants and former owner occupants facing financial hardship.

Other vacant properties may be acquired via donation if an owner lacks the financial means to successfully operate and/or renovate the property and wishes to dispose of it. Banks or other lien-holders may also donate property to the GSPDC subsequent to foreclosure. The GSPDC may also purchase nearby vacant properties that are of strategic value to neighborhood revitalization and the redevelopment of other GSPDC-

held properties. Properties may also be acquired subsequent to County of Onondaga foreclosure for property tax delinquency.

In its first few years of operations the GSPDC has been charged with taking ownership of nearly 2,000 properties the City anticipate foreclosing on for tax-delinquency, stabilizing and maintaining these properties, and marketing them as available for redevelopment. In support of these operations, the GSPDC anticipates significant financial support from the City of Syracuse and County of Onondaga. The GSPDC's willingness to take title to foreclosed properties has allowed the City of Syracuse to make real the threat of foreclosure for non-payment and collect for itself and for Onondaga County a significant amount of previously uncollectable tax revenue. Were it not for the GSPDC's willingness to accept title and oversee the redevelopment of these properties the City would not opt to utilize a tax auction, as the auction process contributed to property neglect and abandonment in years past, and would not opt to foreclose and take ownership itself due to the risk involved. The GSPDC was created to help isolate the City from the risk of property ownership and better control the outcomes of foreclosure by screening for buyers whose development plans are consistent with local government goals for long-range neighborhood revitalization.

The GSPDC acquired its first foreclosed properties in October of 2013 and has already begun to sell properties, returning them to productive use and tax-paying status.

#### **Part V – Compensation and Other Financial Arrangements with your Officers, Directors, Trustees, Employees, and Independent Contractors**

*3a) For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.*

**The GSPDC is governed by a five-member, volunteer board of directors, members of which are appointed by local elected officials. One member is appointed by the Syracuse Mayor, one by the Onondaga County Executive, One by the Syracuse Common Council, one by the Onondaga County Legislature, and the fifth member is jointly appointed by the Syracuse Mayor and Onondaga County Executive.**

##### **Directors:**

##### **Daniel Barnaba, Treasurer**

Daniel Barnaba, appointed to the GSPDC Board of Directors by the Onondaga County Legislature, is a 1988 graduate of Rensselaer Polytechnic Institute of Technology with a Bachelor of Science Degree in Electrical Engineering. Dan was commissioned as an officer in the Navy upon graduation and proceeded to serve 5½ years in the Naval Submarine Force, completing many deployments, including two visits to the North Pole. Following his naval service, Dan pursued a degree in law from Albany Law School and practiced law for two years at the Phillips, Lytle law firm in Buffalo, NY. In 1998, following Dan Barnaba Sr.'s failed battle with cancer, Dan decided to come home to Syracuse and continue operating Eldan Homes, the homebuilding and land development business his father started. Now 15 years later, Dan has built over 300 houses and successfully created over a dozen new neighborhoods in Onondaga County.



**James Corbett**

James Corbett, jointly appointed to the GSPDC board of directors by the Mayor of Syracuse and Onondaga County Executive, has lived in Syracuse and Onondaga County almost all his life, currently residing in Camillus. From 1969 to 1974 he worked for Allied Chemical in Solvay. In 1974 Jim was accepted into Electricians Local 43 apprenticeship and graduated in 1978. He has been employed through the IBEW from 1974 to present, and has served as their Referral Agent since 1999. Additionally he also has held an elected position on their Executive Board from 1983 to present. During that time Jim was elected as a Councilman for the Town of Geddes in 1989 and then to the Onondaga County Legislature in 1995, retiring December 2011. Jim sat on and chaired many committees, including Chair of Environmental Protection and Vice-chair of Ways & Means. Jim is a member of numerous organizations, serving on the Board of Directors of the Solvay-Geddes Community Youth Center and as recording secretary for the NYS-DEC Region 7 Fish & Wildlife Management Board.

**Dwight Hicks, Secretary**

Dwight Hicks, appointed to the GSPDC Board of Directors by the Syracuse Common Council, is a licensed Real Estate Broker with RE/MAX Masters, involved with sales and purchase of existing housing, new construction, investments and relocation. As an independent contractor, he is responsible for the administration and day to day operations of The Dwight Hicks Real Estate Team Brokerage. At present, he serves on the boards of People's Equal Action and Community Efforts, Inc. (P.E.A.C.E., Inc.) as Treasurer and Home Headquarters, Inc. as Vice President. Dwight, a Disabled Veteran of the Viet Nam Conflict, received his BA degree from North Carolina A & T State University in Greensboro, North Carolina with MBA studies at Syracuse University in Urban Planning and Development. Formerly Onondaga County's Housing Program Coordinator, Community Development Block Grant Program, he was responsible for the development of the County's housing assistance program for senior citizens and moderate to low income families, designed housing rehabilitation programs for the county's Towns and Villages and established the Community Housing Resource Board (CHRB) which educated the public of their fair housing rights and responsibilities. A resident of the City of Syracuse, Dwight has served as a member of the City's Tax Assessment Review Board.

**Mary Beth Primo, Vice Chair**

Mary Beth Primo was appointed to the board of directors by the County Executive of Onondaga County. Ms. Primo became the Onondaga County Director of Economic Development in December of 2008, and was named Executive Director of the Onondaga County Industrial Development Agency shortly thereafter. She was appointed President/CEO of the Onondaga Civic Development Corporation and Executive Director of the Trust for Cultural Resources of Onondaga County after the formation of both in late 2009. Before accepting the position of Director of Economic Development, Mary Beth managed a private legal practice and was Vice-President for Business Development for Syracuse Metro Abstract Co., Inc. She is a graduate of Western New England College School of Law and William Smith College.

**Vito Sciscioli, Chair**

Vito Sciscioli was appointed to the board of directors by the Mayor of the City of Syracuse. Mr. Sciscioli held a range of posts with the City of Syracuse from 1970-2002, including Commissioner of Community Development, Director of Community and Economic Development, and Director of City Operations. He is an

adjunct professor of Metropolitan Government and Politics at Syracuse University's Maxwell School for Public Administration. Mr. Sciscioli has been the executive director of Syracuse 20/20 a civic organization of local businesses, institutions of higher education and not for profit agency chief executives devoted to understanding and advocating for critical issues facing the city and region with respect to education, government modernization and community revitalization. He currently serves or has served on the boards of the Syracuse Industrial Development Agency, Salvation Army (former chairman), Home Headquarters (former president), Housing Visions, University United Methodist Church, YMCA, InterReligious Council of Central New York, International City Managers Association, Onondaga Historical Association, Leadership Greater Syracuse, Syracuse Housing Authority (former chairman), Syracuse Economic Development Corporation, and Rebuild Syracuse. He holds a Masters of Public Administration from Syracuse University's Maxwell School for Public Administration, is a graduate of St. John Fisher College in Rochester, and served as a Captain in the U.S. Army.

**Employees:**

Katelyn Wright, Executive Director and Chief Financial Officer of the organization, is a full-time salaried employee working 40+ hours per week. Ms. Wright holds a master's degree in city and regional planning from Cornell University and has worked as a city planner for the City of Syracuse for the past several years. The ED/CFO:

- Is responsible for all administrative tasks and transactions
- Administers contracts with the organization's attorney, accountant, property managers, and contractors
- Oversees employees of the organization
- Prepares the organization's annual budget
- Reports to the New York State Authorities Budget Office, the City of Syracuse, County of Onondaga, and other local municipalities interested in engaging the services of the GSPDC in their communities
- Conducts public outreach to residents and stakeholders in whose neighborhoods the GSPDC owns property, facilitates the relationship between the GSDPC's board of directors and the "GSPDC Citizens Advisory Board"
- Speaks on behalf of the organization at neighborhood meetings, with local government representatives, at professional trade conferences
- In addition to other duties as they arise.

See attached job listing/description.

Andrew Erickson, Property Renovation and Maintenance Manager, is a full-time salaried employee working 40+ hours per week. He is a former independent contractor, with background in teaching energy efficiency upgrade techniques.

- Supervises private maintenance contractors
- Conducts conditions evaluations of properties to inform the organizations treatment of said properties
- Drafts work specifications for GSPDC funded renovation projects
- Manages the contractor bid and award process and oversees renovation work

- Oversees volunteer beautification projects on GSPDC properties

See attached job description.

## **Part VIII – Your Specific Properties**

**4a)** During its first several years of operations, the primary sources of the GSPDC's operating revenues will be grants from the City of Syracuse and County of Onondaga. In addition, the organization will apply for competitive sources of government funding. In 2013 it was awarded a \$3 million Community Revitalization Initiative Funds grant administered by the New York State Attorney General's Office. The organization has also been in discussions with local foundations regarding opportunities for their financial support of the GSPDC's neighborhood revitalization-oriented programming. The organization also intends to passively solicit donations via its website. Over time it will become more self-sufficient as a larger portion of revenue is generated by the sale of real estate.

**5)** The Greater Syracuse Property Development Corporation was jointly formed by the County of Onondaga and City of Syracuse. Members of the Board of Directors are appointed by the legislatures and executives of each of these municipalities. The Intermunicipal Agreement forming the GSPDC is attached.

In addition, although it is formed under New York's Not for Profit Corporation Law, it is considered a Local Public Authority and subject to all applicable reporting requirements including an annual independent audit and accounting of real property acquired and disposed of during the course of the year.

**11)** The GSPDC may accept donations of real property, property conservation easements, or intellectual property. Donations of real property and conservation easements shall conform to the organization's real property acquisition policy.

## **Part IX**

### **A – Statement of Revenues and Expenses**

**1)** Grants from the City of Syracuse and County of Onondaga

**6)** In 2013 the City of Syracuse donated the services of the organization's acting executive director for six months and legal counsel for three months. For the last four months of the year the Onondaga Civic Development Corporation provided office space to the organization, which it will also provide as an in-kind donation for the first 8 months of 2014.

**7)** This line includes estimated income from the sale of real property and rent collected from rental properties that are occupied at the time of municipal foreclosure (see Part IV above).

**23)** For the first several years, 20% of revenues will be set-aside to build a capital reserve for emergencies. Remaining revenues are projected to be expended on soft costs related to property acquisition and disposition (legal fees, recording charges, title work, property surveys and architectural work, zoning and permitting fees) and hard-costs related to property maintenance (yard maintenance, board-ups, snow

removal), management, stabilization (preventive maintenance to prevent further deterioration), renovation, and demolitions.

**B – Balance Sheet**

**19)** While the Greater Syracuse Property Development Corporation was formed in 2012, it did not acquire any financial assets or liabilities until 2013. The 2013 audited balance sheet is attached for your reference.

**GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION**  
**d/b/a GREATER SYRACUSE LAND BANK**  
**(A Component Unit of the City of Syracuse, New York)**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)**

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**FINANCIAL ANALYSIS OF THE CORPORATION**

Below is an analysis of the assets, liabilities, revenues and expenses of the Corporation.

*Summary of Assets, Liabilities, and Net Position*

	<u><b>December 31, 2013</b></u>
Current Assets	\$ 1,649,988
Capital Assets	<u>24,677</u>
Total Assets	<u>1,674,665</u>
Current Liabilities	<u>75,710</u>
Deferred Inflows of Resources - Deferred Grant and Government Subsidy Revenue	<u>83,333</u>
Net Position:	
Net investment in capital assets	24,677
Unrestricted	<u>1,490,945</u>
Total Net Position	<u><u>\$ 1,515,622</u></u>

**CURRENT ASSETS**

Current assets at December 31, 2013 were comprised of cash, grants receivable, inventory and prepaid expenses.

**CAPITAL ASSETS**

Capital assets at December 31, 2013 were comprised of property, furniture and equipment that was purchased and capitalized during 2013 in accordance with the Corporation's capitalization policy.

**CURRENT LIABILITIES**

Current liabilities are comprised of current obligations (both accounts payable and accrued liabilities) that are due currently, or in the next 12 months.

(Continued)



## **Job Listing: Property Manager**

The Greater Syracuse Land Bank seeks applications for the position of Property Manager. This is a full-time position with responsibility for day-to-day management of the Land Bank's inventory of real property and for supervision of contractors engaged to manage, maintain, and otherwise perform work on Land Bank properties. This staff person will report directly to the Executive Director.

The Greater Syracuse Land Bank is a not-for-profit formed in 2012 by the City of Syracuse and County of Onondaga to facilitate the return of vacant and abandoned properties to productive use. The Land Bank acquired its first properties in October 2013 and at the date of this listing holds 131 properties. The Land Bank's work will include the quick acquisition and resale of properties to qualified buyers/investors, Land Bank-managed renovation of properties to sell in move-in ready condition, and long-term holding and assembly of certain properties to facilitate development projects. The Greater Syracuse Land Bank anticipates acquisition of nearly 2,000 properties from the City of Syracuse's tax-foreclosure process over the next three years. It also receives properties via donation and seeks to collaborate with Villages and Towns to address vacant properties outside the City of Syracuse. For more information, visit [www.syracuselandbank.org](http://www.syracuselandbank.org).

### **Responsibilities**

This staff person is responsible for overseeing private contractors utilized by the Land Bank for day-to-day property maintenance, stabilization of deteriorated properties, and performance of conditions evaluations of properties upon acquisition. They will work with the Land Bank's Executive Director and contractors to refine the Land Bank's Property Intake and Maintenance Procedures and ensure consistency among various contractors. This person will inspect contractors' work prior to the Land Bank issuing payment and assist the Executive Director in assessing the reasonableness and necessity of repairs and stabilization work proposed and performed by the Land Bank's contractors. They will be the Land Bank's primary contact person with the Division of Code Enforcement, utility companies, and from time to time, Police and Fire Departments. They will also monitor the management of occupied properties and, with the Land Bank's contractors, help to ensure that occupants living in unsafe buildings at the time of acquisition are relocated in a timely manner.

This staff person will draft work specifications for stabilization, repairs and renovations, landscape and site work, architectural salvage, and demolition/deconstruction, prepare and issue bid documents, select qualified contractors, and monitor work performed by contractors. They will also, from time to time, oversee and facilitate beautification projects and/or site work conducted on Land Bank properties by volunteers.

This staff person will use their detailed knowledge of the Land Bank's property inventory to assist the Executive Director in prioritizing the allocation of Land Bank resources for stabilization and renovation toward certain properties based on their condition and the Land Bank's policy objectives. This is an evolving organization and this person should anticipate being assigned other duties, as needed, by the Executive Director.

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**GREATER SYRACUSE  
PROPERTY DEVELOPMENT CORPORATION**

201 East Washington Street, Suite 500  
Syracuse, NY 13202  
Tel (315) 448-8177 Fax (315) 448-8705

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The Greater Syracuse Property Development Corporation (GSPDC) seeks applicants for the position of Executive Director/Chief Financial Officer. This is a full-time position, managing a 501(c)(3) organization with a large inventory of property in various conditions and in a wide range of market conditions. The GSPDC is a New York Land Bank with the stated mission:

“To address the problems of vacant, abandoned, or tax delinquent property in the City of Syracuse and the County of Onondaga in a coordinated manner through the acquisition of real property... and returning that property to productive use in order to strengthen the economy, improve the quality of life, and improve the financial condition of the municipalities....”

The GSPDC receives tax-foreclosed properties from the City and the County with the purpose of returning them to productive, tax-paying use to improve their impact on surrounding properties, improve the quality of life in urban neighborhoods, facilitate the creative reuse of underutilized property, and foster economic development.

This organization was founded in June 2012 and the candidate that fills this role will be the Corporation’s first Executive Director, responsible for continued development of the organization’s policies, procedures, and operations in collaboration with the Board of Directors and other governmental and nongovernmental stakeholders.

More information about the GSPDC can be found here: <http://www.syracuse.ny.us/GSPDC.aspx>

**Responsibilities:**

*Administrative –*

- Provide staff support to the organization’s Board of Directors
- Preparation of an annual operating budget for the organization
- Preparation of the organization’s annual report—including projects undertaken, monies spent, an accounting of the land bank’s financial condition, and administrative activities of the past year—for presentation to the Common Council and County Legislature
- Oversight of Corporation employees, professional service contracts—including, but not limited to, legal services, accounting, and brokerage services—, property maintenance and development contracts
- Analyze and evaluate vendor services to ensure procurement of services that best meet the needs of the land bank
- Oversight of real estate transactions and leases
- Ensures compliance with grants management requirements, as applicable
- Ensure compliance with Public Authorities Accountability Act
- Document and illustrate the accomplishments and purpose of the land bank in support of ongoing fundraising for future years’ operating budgets

*Strategic Planning, Intergovernmental and Public Relations –*

- Planning for strategic acquisition, disposition, and assembly/holding of property in accordance with plans developed by municipal governments. Represent the interests of the GSPDC in cooperative development and adoption of these redevelopment plans.
- Planning and budgeting for the management, maintenance, improvement, and marketing of the GSPDC's real property inventory according to said redevelopment plans
- Assists in the development of current and long-range organizational goals and objectives, as well as policies and procedures for land bank operations. Establishes and implements plans to achieve goals set forth by the Board of Directors and implements policies established by the Board of Directors.
- Collaboration with other New York land banks, affiliated local, statewide, and national organizations
- Regional and state-level advocacy for policy and legislative initiatives in support of the land bank's stated mission
- Coordination with City and County government officials and elected bodies
- Communication and coordination with the Land bank Citizens Advisory Board
- Outreach to and communication with neighborhood stakeholders

*General Duties –*

- Currently this will be the only staff position internal to the land bank; any support services will be contracted for and all administrative and management tasks must be fulfilled by the Executive Director
- Represent the GSPDC at professional and public functions, including speaking engagements
- Keep abreast of latest trends and best practices in land bank operations and urban redevelopment
- Must be able to travel to attend conferences, training, and other events as required to maintain proficiency in fulfilling the responsibilities of the position
- Other administrative, planning, and policy-development duties as assigned by the Board of Directors

**Preferred Qualifications:**

- A Master's degree in Urban Planning, Real Estate Finance, Public Administration, or a closely related field
- Two to five years experience with a land bank, in real estate development, or community development activity, or with related work. Five to eight years of such experience is preferred with a bachelors degree.
- Thorough understanding of recent and historical trends in community planning and real estate development, including the challenges faced by communities in Syracuse and Onondaga County as related to the mission of the land bank
- Experience developing and managing a not-for-profit organization's operating budget
- Experience with grants management and regulatory compliance
- Excellent written and verbal communication skills; the ability to clearly communicate and present complex concepts
- Experience and effectiveness in a leadership and advocacy role
- Experience with policy-analysis and -development
- Effectiveness and comfort with policy-based advocacy, consensus building, and facilitating dialogue with elected bodies, municipal officials, and other public agencies



- Experience and effectiveness managing dialogue and collaboration with diverse interest groups, neighborhood advocacy groups, and other local stakeholders
- Comfort acting as the administrator of a property database to track the planning for, maintenance and redevelopment, and marketing of approximately 2000 or more properties
- Strong data analysis skills
- Proficiency with Microsoft Office Suite
- A valid New York driver's license
- Must be able to travel to attend conferences, training and other events as required to acquire and maintain proficiency in fulfilling the responsibilities of the position.
- Two or more years of experience in a managerial or leadership role
- Experience managing a not-for-profit organization
- Experience with the requirements of Public Authorities in New York
- Proficiency with Arc GIS

**Required Qualifications:**

- A bachelors degree
- A valid NYS driver's license or, if presently living in a different state, a valid driver's license from that state and the ability and willingness to obtain a NYS license
- Must reside in or be willing to move to Onondaga County

**Salary:** \$65,000-\$85,000

**Benefits:** TBD

**Closing Date:** May 20, 2013

**Submission Requirements:**

Individuals who are interested in the Executive Director position should submit a detailed cover letter and résumé to the address or email below. Submit all materials by 5:00 PM EST on Friday, May 20, 2013. Applications may be mailed or submitted in person to:

Travis Glazier  
421 Montgomery Street  
14<sup>th</sup> Floor  
Syracuse, NY 13202

Please direct questions to: Travis Glazier, 315-944-0311 or [gspdc@live.com](mailto:gspdc@live.com)

**Please provide at least three references**