

## **Gift Acceptance and Solicitation Policies**

### **Allegheny Land Trust**

416 Thorn Street  
Sewickley, PA 15143  
Phone: 412-741-2750  
[www.alleghenylantrust.org](http://www.alleghenylantrust.org)  
Allegheny Land Trust Tax ID: 25-1718611

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**Allegheny Land Trust (ALT)  
Gift Acceptance/Solicitation Policies**

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## **GIFT ACCEPTANCE AND SOLICITATION POLICIES**

### **Allegheny Land Trust**

#### **I. Introduction**

Allegheny Land Trust (“ALT”) has developed this policy to:

- (1) assure ALT conducts fundraising activities in an ethical and responsible manner;
- (2) clarify the types of gifts it will accept to help achieve its stated mission; and
- (3) assure consistency and fairness, which protect both the donor and ALT.

It is ALT’s intention to keep its supporters advised of what gifts are mutually beneficial and how ALT stewards those gifts.

ALT is a § 501(c)(3) organization and a qualified organization, as defined by the Internal Revenue Code (“IRC”) § 170(h).

It is ALT’s intention to regularly review its Gift Acceptance and Solicitation Policy and to keep updated on any changes to federal, state and local law and accepted accounting principles.

#### **II. Mission**

Allegheny Land Trust serves as a leading land trust protecting and conserving land that contributes to the scenic, recreational and environmental well being of communities in Allegheny County and its environs.

Founded in 1993, Allegheny Land Trust (ALT) is working to find solutions to the regional threats of flooding, landslides and loss of biodiversity and scenic character through protection of the area’s signature hillsides and wooded slopes. ALT also responds to numerous requests from area residents, citizen groups and local governments for help to save land.

#### **III. Compliance with Federal, State and Local Law and Accepted Accounting Principles**

- A. It is ALT’s intention to conform to all federal, state and local laws and to employ all generally accepted accounting principles related to solicitation of charitable funds, issuing receipts, and fund disbursement.
- B. ALT shall comply with all federal tax law, including the Internal Revenue Code, as amended by *The Pension Protection Act of 2006*, and all Internal Revenue Service (“IRS”) regulations regarding gift substantiation and disclosure.
- C. ALT shall issue disclosure statements to donors of all trusts and

appropriate planned gifts in accordance with the rules set forth in *The Philanthropy Protection Act of 1995*, 15 U.S.C. § 80a-51 et. seq., as amended.

- D. ALT shall comply with the *Charitable Gift Annuity Exemption Act*, 10 P.S. § 361 et. seq., which defines the terms under which charities in Pennsylvania may issue charitable gift annuities.
- E. ALT shall comply with the *Solicitation of Funds for Charitable Purposes Act*, 10 P.S. § 12.1 et. seq., and the following statement will appear on solicitations and publications:

*“A copy of the official registration of Allegheny Land Trust may be obtained from the PA Department of State by calling toll free within Pennsylvania 1-800-732-0999. Registration does not imply endorsement.”*

- F. ALT shall register with the Pennsylvania Bureau of Charitable Organizations (“Bureau”), adhere to all rules set forth by the Bureau, and submit to the Bureau an annual report detailing the financial status of ALT.

#### **IV. General Fundraising and Solicitation Policy**

- A. The Executive Director of ALT has the ultimate responsibility for all fundraising for ALT and shall be accountable to the Board of Trustees (“Board”). The Executive Director may delegate fundraising authority as necessary.
- B. Only a salaried employee or an authorized ALT volunteer may solicit support for ALT.
- C. ALT shall not engage in commission-based fundraising.
- D. ALT shall strive to minimize the amount of related contributions spent on fundraising expenses; related contributions include donations, legacies and other gifts received as a result of fundraising expenditures.
- E. ALT shall assure that all representations made in promotional, fundraising, and other public information materials are accurate and not misleading with respect to ALT’s accomplishments, activities and intended use of funds.
- F. In fundraising and solicitation materials, ALT shall clearly state whether funds will be used for general purposes or restricted projects.

Annual appeals or other campaigns for general support shall indicate that the contribution will go to aid the general operations of ALT. Appeals for special projects should describe the project for which funds are being sought.

- G. ALT shall advise donors and prospective donors in writing to seek independent legal and financial advice, as appropriate.
- H. ALT shall make no assurances as to whether a particular gift or donation will be deductible, what monetary value of the gift the IRS and/or state will accept, what the resulting tax benefits of the deduction will be, or whether the donor's appraisal is accurate.
- I. If ALT uses a donor survey as a fundraising device, it shall clearly indicate that the recipient has no obligation to return it.
- J. ALT shall provide "Instructions for Making Gifts," and update them periodically, to aid donors and prospective donors in making timely gifts. (See Exhibit A.)
- K. Prior to entering into an agreement to allow commercial entities to use ALT's logo, name or properties, ALT shall determine that these agreements will not impair the credibility of ALT. ALT and the commercial entity shall publicly disclose how ALT benefits from the sale of the commercial entity's products or services. (See Exhibit B.)

**V. Policies Concerning Restrictions Imposed By Donors Upon Gifts to ALT**

- A. **Unrestricted Gifts.** ALT's primary fundraising goal is to obtain unrestricted dollars to support its mission and any special initiatives undertaken by it. Unrestricted gifts may be added to the annual budget to fund current operations or added to the endowment fund.
- B. **Restricted Gifts.** ALT will accept gifts from contributors who wish to restrict the use of a gift provided:
  1. the gift restriction is either for (i) an existing program, (ii) the endowment fund, or (iii) a new program for which there is a demonstrated need acceptable to ALT;
  2. ALT believes it can work within the gift parameters;
  3. the restriction does not have the potential of becoming administratively onerous or expensive currently, or in the future; and
  4. the gift is in the amount of \$5,000 or more; unless determined to be important from a mission standpoint by the Executive Director.

**ALT must approve in advance all restricted gifts.**

The language used in creating a restricted gift should allow ALT to apply the gift to another purpose if, in the opinion of its Executive Committee, the designated purpose is no longer feasible or if the Executive Committee determines that ALT

purposes would be better served by using the gift in another way. The following or similar language may be used to permit such a vote:

*“Should the purpose designated for my gift no longer exist or become impractical in the opinion of ALT’s Executive Committee, I direct that the Executive Committee redirect my gift to a related purpose or purposes which, in its opinion, most nearly accomplishes my wishes while meeting a then-current need of ALT.”*

- C. **Named Funds.** Gifts of \$10,000 or more may establish an unrestricted Named Fund, and gifts of \$25,000 or more, payable over no more than five (5) years, may establish a permanently restricted Named Fund for purposes related to ALT’s mission.
- D. It is the policy of ALT not to discriminate against any individual on the basis of race, color, religion, sex, sexual orientation, or national or ethnic origin. Gifts will not be accepted if restrictions on the gift violate this policy.

#### **VI. Solicitation and Acceptance of Non-Cash Gifts**

- A. Subject to the provisions of Section VII, non-cash gifts may be accepted by ALT. Acceptance of non-cash gifts is reviewed on an individual basis.
- B. ALT shall accept gifts of (i) tangible personal property (e.g. furniture, paintings, books, etc.), (ii) real property, and (iii) artifacts (items relating closely to an ALT Program Area) only after careful consideration. If a gift involves additional expense for display, maintenance, or administration of the property, it will be accepted at the discretion of the Executive Director, who may consider whether (i) the expense is reasonable and/or (ii) the donor has provided additional funding to mitigate the additional expense, and (iii) the gift helps or relates to ALT’s mission.
- C. **Sale of Gifted Assets.** Except in those instances where ALT specifically agrees to the contrary when accepting the gifted assets, ALT reserves the right to sell any non-cash asset, regardless of its historical value, if such sale is in the best interests of ALT. Before selling an asset, ALT will make reasonable efforts to honor the donor’s original intention.
- D. **Tangible Personal Property.** Gifts of tangible personal property will not be accepted if made on the condition that the property will be loaned back to the donor, or the donor’s designee, for any period of time. Furthermore, a gift of tangible personal property, such as artwork, will be accepted only if the property has significant historical value, or has a market value in excess of \$5,000, as substantiated in writing by a qualified third-party appraisal, and may be sold immediately to generate a cash gift as stipulated in Paragraph C above.

- E. **Real Estate.** See Section VII.
- F. **Securities.** ALT may accept gifts of listed securities or securities traded over the counter. Privately held securities (i.e. securities not traded on an exchange or over the counter) may be accepted if the valuation of the securities can be substantiated through other sale prices or by expert appraisal and if the security can be readily liquidated if so desired. ALT's general policy is to sell donated securities as soon as possible and place the net proceeds of the sale in the appropriate account. ALT reserves the right to retain donated securities that complement current portfolio objectives.
- G. **Life Insurance.** Gifts of life insurance are encouraged to assist in building ALT's endowment fund. Gifts of life insurance with cash values are booked and recognized at their cash surrender value in the year in which ALT becomes the irrevocable owner and beneficiary of that life insurance policy. Gifts of beneficial-only interests in life insurance policies will not be booked because of the revocable nature of the gift; however, these gifts will be recognized as expectancies.
- H. **Retirement Plan Beneficiary Designations:** Donors and supporters will be encouraged to name ALT as beneficiary of their retirement plans. Such designations will not be recorded as gifts to ALT until such time as the gift is irrevocable. When the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded at the time the gift becomes irrevocable.
- I. **Life Insurance Beneficiary Designations:** Donors and supporters will be encouraged to name ALT as beneficiary of their life insurance policies. Such designations will not be recorded as gifts to ALT until such time as the gift is irrevocable. When the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded at the time the gift becomes irrevocable.

**VII. General Policy Concerning Gifts of Interest in Real Property**

- A. ALT shall have the absolute right to accept or refuse any gift of real estate. Factors which may affect ALT's decision include, but are not limited to, encumbrances, zoning, easements, environmental problems, and marketability.
- B. Gifts of real estate, including easements and other partial interests, must be accepted and approved by the Board.
- C. A donor who contributes a partial interest in real property shall agree to be responsible for all maintenance expenses and all real estate taxes on the property.

- D. Prior to accepting a gift of real property or an interest in real property, ALT shall secure pertinent information about the proposed donated property. The information should describe debt and other encumbrances, zoning, sewage, water, other utilities, access, easements, location, environmental concerns, and other issues affecting the property. Costs associated with acquiring such information are usually borne by the donor.
- E. ALT shall not accept a gift of real property without a physical inspection of the property by ALT. Whenever possible, photographs or a video of the property will be secured and kept on file with other property-related documentation.
- F. ALT shall secure title insurance for the gift value of the property. General liability and, if applicable, all risk property insurance shall be secured by ALT for the property.
- G. To quantify the value of gifts of land or easements exceeding \$5,000, the donor shall secure a "Qualified Appraisal," as defined by the IRC § 170(f)(11)(E) and the relating regulations in § 1.170A-14(c)(3)(ii). The donor shall be responsible for securing the Qualified Appraisal of the property by a qualified appraiser who follows Uniform Standards of Professional Appraisal Practice and forwarding a copy of the Qualified Appraisal to ALT. The Qualified Appraisal shall include the name(s) of the person or people the appraisal was done for, the anticipated date of the gift, any terms or conditions of the gift including limitations, and that the appraisal was done for income tax purposes. The appraisal shall be done within 60 days prior to the contribution, and before the due date for the tax return on which the deduction is first claimed.
1. ALT reserves the right to obtain an independent qualified appraisal of the property. If ALT has the property appraised, ALT shall decide if its appraisal or the donor's appraisal more accurately reflects the fair market value of the property for its purposes and, in the case of a discrepancy, which appraisal to use. The donor may be required to make additional representations about the property in writing.
- H. Gifts of real estate with restrictions upon the ultimate sale of the property may be accepted only with the approval of the Board.
- I. It is ALT's policy to conduct environmental due diligence before acquiring any interest in real property. Environmental due diligence will generally involve an initial assessment of the environmental condition of the property, such as an environmental audit. **Whenever possible, the donor is expected to bear the cost of any environmental audit.**
- J. ALT shall not accept mortgaged property as a general rule unless the donor agrees in writing to accept the obligation for its payment and unless receipt



of the gift will not result in unrelated business taxable income (UBTI), as defined in the IRC, that could jeopardize the tax-exempt status of a trust or place ALT in an unfavorable tax position. Mortgages shall be subordinated or discharged prior to ALT accepting a conservation easement.

**Waivers and exceptions to this policy may be made by the Executive Director acting with the authorization of the Executive Committee.**

**VIII. Accountability to Donors**

A. **Gift Receipt Policy.** For all gifts received, ALT shall promptly provide written acknowledgement to the donor, which acknowledgement shall include the following information:

1. name and address of the donor;
2. for cash gifts, the dollar amount received or for non-cash gifts, including land and conservation easements, a description of the gift, but no estimate of the value is required;
3. the purpose for which the gift is to be used; and
4. a description and good-faith estimate of the fair market value of any goods or services provided in exchange for the contribution. If the donor received nothing in return for the contribution, the acknowledgement must say so.

ALT shall include any other information that may be required by federal or state authorities. ALT will cooperate with donors to properly report and substantiate all donations.

Donors may use a receipt as a record of a contribution to ALT for purposes of taking a charitable contribution deduction pursuant to the IRC. ALT shall not guarantee that a donation will result in a valid charitable contribution deduction. Donors shall be urged in writing to consult their own tax and legal advisors to ensure a charitable contribution deduction is allowable under the IRC. The land trust does not make assurances as to whether a particular land or easement donation will be deductible, what monetary value of the gift the Internal Revenue Service (IRS) and/or state will accept, what the resulting tax benefits of the deduction will be, or whether the donor's appraisal is accurate.

B. **Record-Keeping Practices.** ALT shall keep accurate records of donations received, how donated funds are spent, and of written gift substantiations.

C. **Anonymous Gifts.** Every effort will be made to honor a donor's wish to remain anonymous. Donors should state that intention in writing to ALT at the time a gift is made.

- D. **IRS Circular 230 Disclaimer.** In every initial written correspondence with donors or prospective donors discussing the benefits associated with planned gifts, in addition to other disclaimers referenced in this policy, ALT shall always state:

*“Any U.S. federal tax references contained herein are not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.”*

- E. **Major Gift Recognition.** ALT’s Conservation Circle recognizes those donors who have made the highest commitment to ALT. Donors who make a contribution of \$1,000 or more in any calendar year are awarded membership for that year. Donors who notify ALT in writing that they have included ALT in their estate plan, as a beneficiary of an IRA or retirement fund, a will, trust, gift annuity, charitable trust, or insurance policy are awarded membership into the Conservation Circle, regardless of the amount of the gift and remain members so long as the commitment/pledge remains in force.

Membership entitles the donor to briefings on important conservation issues; ALT’s newsletter *VISTAS*, an invitation to an annual “member only” special event and recognition on our website.

The guidelines for Conservation Circle membership and the benefits of membership may be revised from time-to-time by the Executive Director after consulting with the Development Committee.

- F. **Donor Privacy.** ALT respects the privacy of its donors. ALT uses personal information such as: name, address, telephone number, and email address when a donor voluntarily provides it to us. This information is kept on file for IRS purposes and is also used in our development and communication activities. ALT does not sell, trade, or share its donor list with any other organization.

## **IX. Valuation of Gifts**

- A. In valuing gifts for booking purposes, ALT will follow generally accepted accounting principles. For tax purposes, ALT shall follow the requirements of state and federal taxing authorities. Donors must obtain their own valuations for tax purposes.
- B. **Securities.** For securities for which there is a market, the value of the gift is the mean between the highest and lowest quoted selling prices on the date of delivery. For mutual fund shares, the fair market value is the redemption (bid) price. When there are no sales on the date of delivery, but there were sales within a reasonable period before and after delivery,

value is the weighted average of the mean between the highest and lowest sales on the nearest trading dates before and after delivery.

- C. Irrevocable gifts in trust will be recorded on the gift system to conform with Financial Accounting Standards Board's rules if ALT serves as trustee and is an irrevocable beneficiary. Irrevocable gifts in trust will not be entered into the gift system but shall be footnoted in ALT's audited financial statements if ALT does not serve as trustee or is a revocable beneficiary, if proper documentation has been secured; such trusts shall be recognized in a manner so as to encourage others to consider this form of planned gift. ALT will also log for informational purposes the number and approximate face and remainder values of all of its planned gift expectancies.
- D. ALT shall use the following guidelines to determine the date a gift is delivered for valuation and tax purposes:

1. **Gifts of Securities.** When securities are mailed directly to ALT, the delivery date is the date of mailing, through the U.S. Postal Service, of the stock power or the certificates, whichever is later. If securities are hand-delivered, including delivery by commercial means such as Federal Express, the delivery date is the date they are received by ALT.

If the securities are delivered by the donor's bank or broker, as the donor's agent, or to the issuing corporation with instructions to reissue the securities in ALT's name, the delivery date is the date the securities are transferred to ALT's name on the corporation's books.

Securities mailed to ALT's broker or agent are delivered when mailed or when the stock powers are mailed, if that date is later, unless they are not received in the ordinary course of the mail. Securities hand-delivered to ALT's broker are delivered when received by the broker.

Securities transferred by wire (DTC) are not delivered until such time as they physically reside in ALT's account and are controlled by ALT.

2. **Gifts by Check.** If mailed, the date of mailing is the delivery date if the check clears in a timely manner. If hand-delivered, the date is the date the check is received by ALT, if the check clears in a timely manner.
3. **Gifts of Artwork and Other Tangible Property.** The delivery date is the date the property is received by ALT.

4. **Gifts of Real Estate.** The delivery date is the date title is legally transferred to ALT via signed deed. ALT will sign the donor's Appraisal Summary Form 8283, and will file Form 8282 regarding resale of donated property when applicable. The land trust signs Form 8283 only if the information in Section B, Part 1, "Information on Donated Property," and Part 3, "Declaration of Appraiser," is complete. If ALT believes no gift has been made, the property has not been accurately described, or if the amount shown as "Appraised fair market value" in Part 1, 5 (c) of IRS Form 8283 does not match the valuation in the Qualified Appraisal, it reserves the right to refuse to sign the Form. If the land trust has significant reservations about the value of the gift, particularly as it may impact the credibility of the land trust, it may seek additional substantiation of value, disclose its reservations to the donor, refuse to sign Form 8283 or refuse to accept the gift.

**X. General Policies Concerning Gift Planning**

- A. A planned gift usually involves a major outlay of capital (as opposed to annual income) and may result in the donor receiving income. Typical planned gifts include, among others, charitable trusts, gift annuities, insurance, bargain sales and beneficiary designations in testamentary documents.
- B. ALT's Executive Director and Director of Development are authorized to negotiate planned gifts.
- C. It is the policy of ALT to advise donors in writing to consult with their personal legal and/or financial advisors before entering into a planned gift arrangement. ALT will also notify donors in writing that ALT will not offer legal or tax advice to donors.
- D. No ALT employee or representative will provide estate planning or tax advice to anyone nor draw up a will or living trust. ALT employees and/or representatives may suggest language to be included in wills and trusts and may provide sample language for planned giving agreements for consideration by the donor and his/her advisors.
- E. When negotiating potential planned gifts, ALT's authorized staff, as set forth in Paragraph B above, shall do the following:
  - 1. obtain basic planning information from donors and communicate relevant data;
  - 2. negotiate with donors and their advisors;
  - 3. produce appropriate computations and other documentation;
  - 4. implement planned giving agreements and distribute any income to the proper parties; and
  - 5. communicate with donors and beneficiaries concerning the operation of trusts and other planned giving arrangements.

- F. In an effort to assure compliance with applicable law, all planned giving documents, including but not limited to contracts, trust agreements, administration agreements, and letters of understanding, will be reviewed by and are subject to approval by ALT's legal counsel.
- G. To insure the integrity of ALT's mission, to assure charitable intent, and to avoid potential conflicts of interest, planned gift vehicles and/or investment strategies suggested for or by a donor will be reviewed carefully prior to execution of the gift.
- H. Payout rates offered for charitable remainder trusts will comply with current IRS regulations and ALT's Endowment Policy. Payout rates offered for deferred gift annuities and immediate gift annuities will not exceed the rates recommended by the American Council on Gift Annuities. The Executive Director and Finance Committee, after consultation with the Board, shall be responsible for determining investment strategies for all endowment and life-income funds.
- I. Before any donor enters into an irrevocable planned gift, ALT shall make every effort to assure that the donor understands the irrevocable nature of the gift.
- J. Planned giving agreements are subject to the following requirements:
1. **Gift Annuities:** \$10,000 minimum when the gift is based on the American Council on Gift Annuity Rates. The youngest beneficiary cannot be less than sixty (60) years old when income payments commence. Gift annuities are issued through a legally qualified organization.
  2. **Charitable Remainder Trusts for One or More Lives or for a Term Exceeding Eight Years:** \$250,000 minimum gift and ten (10) percent minimum net projected remainder value.
  3. **Charitable Remainder Trust for a Term of Less Than Eight Years:** \$100,000 minimum gift and ten (10) percent minimum net projected remainder value.
  4. **Charitable Lead Trusts:** \$500,000 minimum and payouts that conform to IRS regulations.

**NOTE:** When real property is used to fund planned gifts that provide income to the donor, the payout rate shall be adjusted downward to reflect the cost associated with selling such property, unless the donor agrees to pay all sales costs. The charitable deduction would still be based on the fair market value of the real property as determined by a third party qualified appraiser.

- K. Exceptions to these planned gift guidelines must be approved by the Executive Director. These planned gift guidelines may be changed at any time by ALT. Amendments to these guidelines must be approved by ALT's Development Committee and Board. Only the Executive Director, Treasurer or the Chairman or Acting Chairman of the Board is authorized to sign planned giving agreements on behalf of ALT.
- L. ALT shall maintain the confidentiality of all information gathered in negotiating and preparing a planned gift. No information shall be disclosed without the written consent of the donor except as necessary to administer the gift.

**XI. Bequests**

- A. It is ALT's policy to encourage persons to designate ALT as a beneficiary in wills and trusts.
- B. It is ALT's policy to direct all unrestricted bequests and other testamentary gifts to its Endowment Fund for the purpose of generating income.
- C. The following language may be used to direct testamentary gifts to Allegheny Land Trust:

**1. Contingent Bequest:** *"I give the residue of my property, real and personal, and wherever situated, to my spouse \_\_\_\_ (name) \_\_\_\_, if he/she survives me. If my spouse does not survive me, I give my residuary estate to support the then current mission of Allegheny Land Trust." Should Allegheny Land Trust no longer exist at the time of my death, then I give the residue of my estate directly to the endowment of The Pittsburgh Foundation to support Allegheny Land Trust's mission."*

**2. Direct Bequest:** *"I give the sum of \$\_\_\_\_\_ to support the then current mission of Allegheny Land Trust. Should Allegheny Land Trust no longer exist at the time of my death, then I give that sum directly to the endowment of The Pittsburgh Foundation to support Allegheny Land Trust's mission."*

**3. Gifts of Residue of Estate:** *"I give the residue of my property, real and personal and wherever situated to support the then current mission of Allegheny Land Trust. Should Allegheny Land Trust no longer exist at the time of my death, then I give the residue of my estate directly to the endowment of The Pittsburgh Foundation to support Allegheny Land Trust's mission."*

**4. Gifts of Limited Size of Bequest:** *"I give the sum of \$\_\_\_\_\_ or \_\_\_\_\_ percent of my gross estate as finally determined for death tax purposes, whichever is less, to support the then current mission of Allegheny Land Trust."*

*Should Allegheny Land Trust no longer exist at the time of my death, then I give the sum of \$\_\_\_\_\_ or \_\_\_\_\_ percent of my gross estate as finally determined for death tax purposes, whichever is less, directly to the endowment of The Pittsburgh Foundation to support Allegheny Land Trust's mission."*

D. It is the policy of ALT to advise donors in writing:

***"Always consult with your attorney concerning the best way for you to provide for Allegheny Land Trust in your estate plan."***

**XII. Policy Regarding ALT's Employees Serving as Representatives of Donors or Estates**

- A. Except as provided in this section, no ALT employee may act as power of attorney for any donor, or as executor or executrix of any estate where ALT is a beneficiary.
- B. An ALT employee may act without compensation as an executor or executrix if ALT is the sole beneficiary of the estate. Employees may act as power of attorney, executor or executrix if the donor is a relative or if a personal relationship existed between the donor and employee before and outside of the employee's connection with ALT. Employees must notify ALT and receive the consent of the Executive Director or Executive Committee before acting in such capacity.

## Exhibit A

### INSTRUCTIONS FOR MAKING GIFTS

#### 1. Gifts of Cash

Checks should be made payable to “Allegheny Land Trust” and forwarded to 416 Thorn Street, Sewickley, PA 15143. Donors should clearly indicate their intentions regarding their gift in accompanying correspondence and with a notation on the check. In order to make it easier for donors to support ALT, gifts can be made by major credit card by calling (412) 741-2750 for more information.

Some banks and savings institutions permit gifts to be made by telephone or to be made on a schedule arranged by the donor and approved by the bank. Donors should contact their personal financial institution for more information.

#### 2. Transferring Gifts of Securities

- a. **Contact your broker or the transfer agent** to transfer ownership from you to Allegheny Land Trust. (Inquire if ALT already has an account with your broker, which could expedite transfer). The donor should send a letter to Allegheny Land Trust (ALT), 416 Thorn Street, Sewickley, PA 15143, at the same time the broker/transfer agent is notified, stating the donor’s intention to transfer stock so ALT is alerted to book the gift for proper tax credit when received.
- b. **To sell through our broker**, please contact ALT at (412) 741-2750 for instructions on how to transfer ownership to Allegheny Land Trust. No wire transfers will be accepted without prior formal notification.
- c. **Unendorsed certificates may be sent to the address listed above by registered mail.** At the same time, the executed stock powers should be sent separately to the address listed above. Stock certificates may also be delivered by hand. Donors may obtain copies of the required stock power from a bank, broker, or from ALT.
- d. **Unendorsed certificates and executed stock powers may be sent to a bank or broker** for the account of Allegheny Land Trust. The bank or broker should be requested to immediately telephone (412) 741-2750 for instructions as to the disposition of the securities.

ALT recommends that it not be indicated as "transferee" on the assignment form on the back of the stock certificate or on the stock power and that the stock not be sent to a transfer agent for registering in ALT’s name. These unnecessary procedures usually result in needless delay and expense.



## **Exhibit B**

### **CORPORATE SUPPORT**

Allegheny Land Trust believes that it can best fulfill its mission through the creation of a broad base of financial support from a variety of sources. However, in order to maintain ALT's independence and objectivity, the organization should carefully screen any donors (including foundations or individuals) where there may be real or apparent conflicts of interest or where its mission, programs, projects and independence may be compromised.

#### **1. Gifts**

As part of its efforts to expand its base of support, Allegheny Land Trust welcomes gifts of both cash and non-cash from any corporation as long as they directly support ALT programs and services, and there are no obligations to the corporation beyond a simple acknowledgement and receipt for tax purposes. ALT reserves the right to refuse any donation of cash or any other form of support if such support is not in keeping with the General Principles (detailed below), or for other reasons which the Executive Director or Development Director deem appropriate following Development Committee review. Should the Committee need further guidance on a particular gift or corporation, the question will be brought to the Executive Committee or full board, as necessary.

#### **2. Partnerships**

ALT recognizes that corporations support the nonprofit sector out of a sense of social responsibility, but also to benefit from the relationship with the nonprofit. Given this reality and both legal and ethical considerations, ALT may negotiate partnerships and accept support from the corporate sector in ways that will benefit and publicly recognize the supporting company.

ALT may approach or enter into a relationship with a corporation that will benefit ALT (in the form of donated funds or gifts in kind) provided that:

- There is no material conflict of interest.
- The corporate relationship is consistent with ALT's strategic goals and priorities.
- The Executive Director or Development Director, in consultation with the Development Committee, determines that the company in question is in good standing, has a good reputation and is a good strategic fit with ALT.

### 3. Cause-Related Marketing

Cause-related marketing is generally defined as a business exchange or transaction where in exchange for an affiliation or partnership between a charity and a corporation, both charity and corporation receive a financial benefit. For example, the charity would receive a percentage of sales and the corporate entity receives revenue from the sales. Cause-related marketing activities highlight a corporation's reputation within its target market, positively differentiating a corporation from its competitors and providing an edge that delivers other tangible benefits, including increased sales, increased visibility, increased customer loyalty and enhanced company image. ALT will exercise extreme caution and careful due diligence in choosing any partners for cause-related marketing. ALT will look for a clear commitment to conservation through the corporation's reputation and business practices. The corporation must demonstrate a genuine commitment to social and environmental responsibility and its corporate leadership should aspire to lead the way in this effort. Because cause-related marketing involves co-branding, it is important that our choice of partner be consistent with the values of the land trust community. Our analysis will take into consideration the community's reaction to the partnership as we determine the strategic fit with any corporate entity. Any proposed cause-related marketing partnership must be reviewed and approved by the Development Committee and Executive Committee of the Board of Directors.

#### ***General principles and guidelines governing all corporate relationships and contributions***

- The relationship must not conflict with existing guidelines or contravene ALT's by-laws, procedures, organizational rules or policies (including environmental screens as part of the ALT Investment Portfolio.)
- The relationship must not threaten ALT's charitable status.
- ALT will maintain complete control, consistent with any donor restrictions acceptable to ALT, of all funds provided by corporations.
- Recognition of major corporate support will be developed in cooperation with the donor company and will be consistent with the level of support and ALT's mission and purposes. ALT will seek to develop recognition opportunities which are appropriate and meaningful for both the supporting corporation and ALT.
- If a corporate relationship supports one of ALT's programs or services, ALT must be satisfied that the program's long-term survival will not be harmed if the corporate support is no longer available.
- The use of ALT's name and logo (alone or in combination with a co-branded partnership logo) will be granted to corporations relative to the return to ALT, the realization of the overall relationship or partnership goals and subject to the conditions described above. ALT approval is required for any use of the logo in any materials or press releases.
- ALT will not explicitly endorse any products or services of a commercial nature.

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