City of Philadelphia

City Council
Chief Clerk's Office
402 City Hall
Philadelphia, PA 19107

BILL NO. 110307

Introduced April 28, 2011

Councilmember DiCicco

Referred to the Committee on Rules

AN ORDINANCE

Establishing a neighborhood improvement district in an area that generally includes, with the exception of those properties having frontage on north Broad Street, the area bounded by the northeast corner of Broad and Vine streets, the southeast corner of Broad and Spring Garden streets, the southwest corner of 8th and Spring Garden streets, the northwest corner of 8th and Vine streets and the northeast corner of Broad and Vine streets and certain blocks of intersecting streets, within such area, to be known as the Callowhill Reading Viaduct Neighborhood Improvement District, and for which Callowhill Reading Viaduct Neighborhood Improvement District, Inc., a Pennsylvania nonprofit corporation, would serve as the Neighborhood Improvement District Management Association; approving a plan for the District, including a list of proposed improvements and their estimated cost, and providing for assessment fees to be levied on property owners within the District; authorizing the Director of Commerce, on behalf of the City, to execute an agreement with Callowhill Reading Viaduct Neighborhood Improvement District, Inc. relating to the District; and authorizing Callowhill Reading Viaduct Neighborhood Improvement District, Inc. to assess property owners within the District a special property assessment fee to be used in accordance with the approved plan; all in accordance with the provisions of the Community and Economic Improvement Act, all under certain terms and conditions.

WHEREAS, Council is authorized by the Community and Economic Improvement Act ("Act") (53 P.S. §18101 *et seq.*) to establish, by ordinance, neighborhood improvement districts and to designate certain entities to administer programs and services within such districts in order "to promote and enhance more attractive and safer commercial, industrial, residential and mixed-use neighborhoods; economic growth; increased employment opportunities; and improved commercial, industrial, business districts and business climates;" and

WHEREAS, The purpose of this Ordinance is to establish a neighborhood improvement district in the Callowhill Chinatown North area, to be known as the Callowhill Reading Viaduct Neighborhood Improvement District (“District”); and

WHEREAS, All procedures required by the Act for establishment of the District have been followed; in particular, more than forty-five (45) days have elapsed from the last public hearing required by the Act, and the Clerk of Council has not received objections filed by fifty-one percent (51%) or more of the affected property owners or property owners whose property valuation as assessed for taxable purposes amounts to fifty-one percent (51%) of the total property valuation within the proposed boundaries of the District; now, therefore

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. In accordance with the provisions of the Community and Economic Improvement Act ("Act") (53 P.S. §18101 *et. seq.*), a neighborhood improvement district is hereby established in the Callowhill Chinatown North area, within the boundaries set forth as Exhibit "A-1" attached hereto. The district shall be known as the Callowhill Reading Viaduct Neighborhood Improvement District, ("District").

SECTION 2. Callowhill Reading Viaduct Neighborhood Improvement District, Inc. a Pennsylvania nonprofit corporation, is hereby designated as the Neighborhood Improvement District Management Association (NIDMA) for the District.

SECTION 3. Council hereby approves as the final plan for the District the plan set forth in Exhibit "A" attached hereto. Callowhill Reading Viaduct Neighborhood Improvement District, Inc. is hereby authorized to assess property owners within the District a special property assessment fee, in accordance with the provisions of the final plan and the provisions of the Act.

SECTION 4. The Director of Commerce, on behalf of the City, is hereby authorized to enter into an agreement with Callowhill Reading Viaduct Neighborhood Improvement District, Inc. in a form approved by the City Solicitor, which agreement shall include the following provisions:

(a) A detailed description of the respective duties and responsibilities of the City and of Callowhill Reading Viaduct Neighborhood Improvement District, Inc. with respect to the District as set forth in the final plan approved under Section 3;

(b) A requirement that the City will maintain within the District the same level of municipal programs and services that were provided within the District before its establishment;

(c) A "sunset provision" under which the agreement will terminate in five years on December 31, 2016, and may not be renewed unless the District is continued beyond that date in accordance with the sunset provisions of Section 5 of this Ordinance; and

(d) Callowhill Reading Viaduct Neighborhood Improvement District, Inc.'s agreement to be responsible for the collection of all property assessment fees levied within the District and the City's agreement to file any necessary liens for nonpayment of property assessment fees as set forth in the Act at 53 P.S. §18107(A)(10).

SECTION 5. The District shall terminate on December 31, 2016, in accordance with the provisions of the final plan approved under Section 3. The District may be continued beyond that date only if Council reenacts this Ordinance following a review of the District and the programs and services provided by Callowhill Reading Viaduct Neighborhood Improvement District, Inc. within the District.

SECTION 6. The Chief Clerk shall keep on file the document referred to as Exhibit "A" in Section 3 of this Ordinance, and all accompanying documents referenced in Exhibit "A," and shall make them available for inspection by the public during regular office hours.

EXHIBIT A

PRELIMINARY PLAN FOR THE CALLOWHILL READING VIADUCT NEIGHBORHOOD IMPROVEMENT DISTRICT AND REPORT OF THE CITY OF PHILADELPHIA CONCERNING THE DISTRICT

MISSION STATEMENT

Mission: To transform the public space between Vine and Spring Garden Streets, 8th Street and Broad Street (excluding properties fronting on Broad Street) into a cleaner, safer, greener neighborhood.

Vision: In order to accomplish the goal of creating a cleaner, safer, greener neighborhood, we are developing a Neighborhood Improvement District. The NID will seek to collect, attract and direct funds as efficiently and effectively as possible. Funds will be raised through a modest assessment on all taxable property within the NID; by obtaining grants from charitable organizations committed to funding local improvements; and by leveraging funds earmarked for community development projects.

Improvements may include, street cleaning, street lighting, trees and other landscaping, trash receptacles, enhanced safety and public art. In addition, we will seek to reclaim the Reading Viaduct and redevelop the structure into a park to be used by residents of and visitors to the Greater Philadelphia area. As a reclaimed public space, the Reading Viaduct will successfully bring together economically and culturally diverse communities, generate economic development, and provide a catalyst for the redevelopment of this section of North Philadelphia.

1. The name of the neighborhood improvement district shall be the Callowhill Reading Viaduct Neighborhood Improvement District ("District"). A map indicating the district's boundaries is attached as Exhibit A-1.

2. The service area for the District includes approximately 754 taxable properties listed in Exhibit A-2 and located within the area bounded by the northeast corner of Broad and Vine streets, the southeast corner of Broad and Spring Garden streets, the southwest corner of 8th and Spring Garden streets, the northwest corner of 8th and Vine streets and the northeast corner of Broad and Vine streets and certain blocks of intersecting streets, except that those properties which have frontage on north Broad Street shall not be included in the District.

3. A list of the properties to be assessed is set forth in Exhibit A-2.

4. A list of proposed improvements within the District and their estimated costs:

a) Make the Neighborhood Cleaner and Safer- Maintenance & Operations - Year 1 includes a one time comprehensive cleaning throughout the entire area, graffiti removal and removal of short dumps. Regular weekly cleaning services to the NID area are projected to commence following the comprehensive cleaning program, on approximately April 1. Years 2 through 5 assume commencement of regular, year-round cleaning services delivered throughout the NID area on a regular basis, graffiti and short dump removal, expenses for trash removal and general maintenance for public area improvements. ($155,000.)

b) Make the Neighborhood Greener- Public Area Improvements - Allocation for planning activities and physical improvements to the District area to enhance the physical environment. Such projects may include planning studies, lighting improvements, signage, additional street trees and other enhancements particularly under and around the Reading Viaduct bridges. ($21,800.)

c) Promote the Neighborhood- Marketing & Promotion - Allocation for neighborhood marketing activities and programs in support of organizational mission. ($7500.)

d) Personnel and General Operation - Office & Administrative - Includes allocation for operations staff, office functions, postage, supplies, equipment rentals, computers, etc. as well as insurance, including liability and Directors and Officers insurance coverage. ($48,500.)

e) Reporting - Allocation for required audits and annual reports to stakeholders. ($10,500.)

f) Miscellaneous - Allocation for unforeseen expenses, a contingency. ($3050.)

5. The proposed budget for the 1st fiscal year, including, but not limited to, maintenance and operation, public area improvements, marketing and promotion and personnel and administration is $246,350.00 and is attached as Exhibit A-3.

6. The proposed source of revenue for financing all improvements, programs and services is an assessment on all commercial and residential properties, without regard to abatements in effect, in the service area, except tax exempt properties.

7. The estimated time for implementation and completion of all proposed improvements and services is 5 years (Sunset provision)

8. The administrative body that will govern and administer the District will be known as Callowhill Reading Viaduct Neighborhood Improvement District, Inc.

9. The bylaws of Callowhill Reading Viaduct Neighborhood Improvement District, Inc. are attached as Exhibit A-4.

10. The method of determining the amount of the assessment fee to be levied on property owners within the District is as follows: Individual bills will be calculated as a ratio of the assessed value of the property divided by the total assessed value of all properties in the District with this ratio multiplied by the annual projected billing amount. Assessed values are calculated without regard to abatements in effect. For purposes of the plan and budget, 2010 Assessment Data was used; actual billing will be based on certified assessments from the Office of Property Assessment (OPA) for the corresponding billing year. Assessments are assumed to increase at 5% per year after year 1. If property assessment fees are not paid when due, interest shall accrue at the rate of three-quarters of one percent (.75%) per month or part thereof.

11. The specific duties and responsibilities of the City of Philadelphia ("City") and Callowhill Reading Viaduct Neighborhood Improvement District, Inc. with respect to the District are as follows:

a) The City will be responsible for maintaining the same level of municipal programs and services within the District after its renewal as a neighborhood improvement district as before its initial designation.

b) Callowhill Reading Viaduct Neighborhood Improvement District, Inc. shall fulfill all the duties and responsibilities of a Neighborhood Improvement District Management Association as set forth in the Community and Economic Improvement Act. Such duties and responsibilities include: administering programs, improvements and services within the District; preparing planning or feasibility studies or contracting for the preparation of such studies to determine needed capital improvements or administrative programs and services within the District; imposing special assessment fees and soliciting in-kind services or financial contributions from tax-exempt property owners within the District in lieu of such assessment fees; hiring additional off-duty police officers or private security officer to support existing municipal and volunteer efforts aimed at reducing crime and improving security in the District, designating an advisory committee for the District; submitting an audit of all income and expenditures to the Department of Community and Economic Development, the Director of Commerce of the City and the Clerk of City Council within 120 days after the end of each fiscal year; and submitting a report, including financial and programmatic information and a summary of audit findings, to the Clerk of City Council, to all assessed property owners located in the District and the Director of Commerce.

12. A written agreement shall be signed by the City and Callowhill Reading Viaduct Neighborhood Improvement District, Inc. containing the following provisions:

a) The respective duties of the City and Callowhill Reading Viaduct Neighborhood Improvement District, Inc. with respect to the District, as set forth in paragraph 11

above.

b) The City's agreement to maintain within the District the same level of municipal programs and services that were provided within the District before its establishment.

c) A "sunset provision" under which the agreement will terminate and may not be renewed unless the District is continued beyond that date pursuant to a reenactment of the ordinance establishing the District.

d) Callowhill Reading Viaduct Neighborhood Improvement District, Inc.'s agreement to be responsible for the collection of all property assessment fees levied within the District and the City's agreement to file all necessary liens for nonpayment of property assessment fees as set forth in the Act at 53 P.S. § 1807 (A)(10).

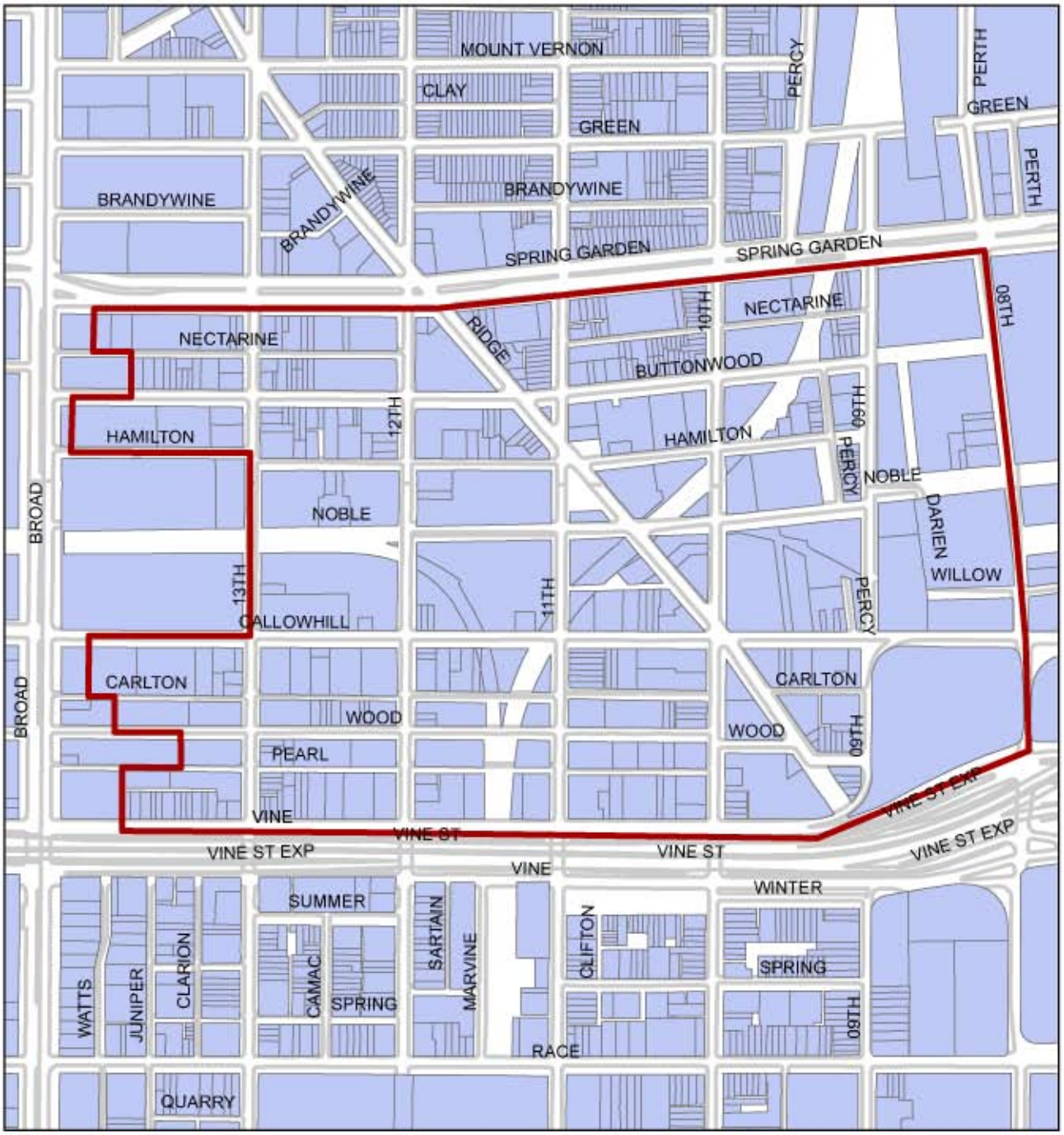
13. The District shall allow for and encourage tax-exempt property owners located within the District to provide in-kind services or a financial contribution to Callowhill Reading Viaduct Neighborhood Improvement District, Inc. if not assessed, in lieu of a property assessment fee.

14. The negative vote of at least 51% of the property owners within the District or property owners within the District whose property valuation as assessed for taxable purposes amounts to 51% of the total property valuation located within the District proposed in the final plan, shall be required to defeat the establishment of the proposed District by filing objections with the Clerk of Council within 45 days of presentation of the final plan.

City of Philadelphia

Callowhill Reading Viaduct Neighborhood Improvement District
Proposed Boundaries

Exhibit A-1



Proposed Boundary

EXHIBIT A-2 PROPERTY LIST

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EXHIBIT A-2
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EXHIBIT A-3

CALLOWHILL READING VIADUCT NEIGHBORHOOD IMPROVEMENT DISTRICT

5 YEAR PLAN AND BUDGET

		Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016
1	***Billing Amount***	***$261,370***	***$251,440***	***$264,010***	***$277,210***	***$291,070***
	Income					
2	Property Assessments Current Year	$209,100	$226,300	$237,610	$249,490	$261,960
3	Property Assessments Prior Year	$0	$36,590	$30,620	$27,460	$27,650
4	Contributions from Exempt Properties	$2,200	$5,000	$5,500	$6,000	$6,000
5	Interest Earned on Accounts	$50	$75	$75	$100	$100
6	Grants & Other Income	$35,000	$0	$0	$0	$0
	Total Income	**$246,350**	**$267,965**	**$273,805**	**$283,050**	**$295,710**
	Expense					
7	Maintenance & Operations	$155,000	$173,735	$179,600	$185,490	$195,860
8	Public Area Improvements	$21,800	$21,800	$21,800	$21,800	$21,800
9	Marketing & Promotion	$7,500	$8,500	$8,760	$9,020	$9,290
10	Office & Administrative	$48,500	$49,960	$51,460	$53,000	$54,600
11	Reporting	$10,500	$10,820	$11,140	$11,480	$11,830
12	Miscellaneous	$3,050	$3,150	$1,045	$2,260	$2,330
	Total Expense	**$246,350**	**$267,965**	**$273,805**	**$283,050**	**$295,710**
	Excess/(Deficit) of Income Over Expense	**$0**	**$0**	**$0**	**$0**	**$0**

Notes to Plan and Budget

Notes to Income

1 **Billing Amount** - Calculated as follows: Individual bills will be calculated as a ratio of the assessed value of the property divided by the total assessed value all properties in the CRVNID with this ratio multiplied by the annual projected billing amout. Assessed values are calculated without regard to abatements in effect. For purposes of the plan and budget, 2010 Assessment Data was used, actual billing will be based on certified assessments from the Office of Property Assessment (OPA) for the corresponding billing year. Assessments are assumed to increase at 5% per year after year 1.

2 **Property Assessments Current Year** - Assumes first year collections equal to 80% of the Billing Amount, thereafter a 90% rate is assumed. Actual Collections will be based on actual billings and collection ratios in any given plan year.

3 **Property Assessments Prior Year** - For year 1, the plan assumes a collection ratio equal to 70% of the outstanding assessments due. Thereafter the collection ratio is assumed at a rate equal to 75% of any outstanding assessments from prior year billings. Actual Collections will be based on actual billings and collection ratios in any given plan year.

4 **Contributions from Exempt Properties -** Assumes a program of reaching out to exempt property owners for contributions to support the activities and mission of the CRV NID.

5 **Interest Earned on Accounts** - Estimate. Actual will be based on account structure and invested funds.

6 **Grants & Other Income -** Assumes support for start up from outside grantees, including public and private sources.

Notes to Expenses

7 **Maintenance & Operations -** Year 1 includes one time comprehensive cleaning services throughout the entire area, graffiti removal and removal of short dumps. Regular weekly cleaning services to the NID area are projected to commence following the comprehensive cleaning program, on approximately April 1. Years 2 through 5 assume commencement of regular, year-round cleaning services delivered throughout the NID area on a regular basis, graffiti and short dump removal, expenses for trash removal and general maintenance for public area improvements.

8 **Public Area Improvements -** Allocation for planning activities and physical improvements to the CRV NID area to enhance the physical environment. Such projects may include planning studies, lighting improvements, signage and other enhancements.

9 **Marketing & Promotion -** Allocation for neighborhood marketing activities and programs in support of organizational mission.

10 **Office & Administrative -** Includes allocation for operations staff, office functions, postage, supplies, equipment rentals, computers, etc. as well as insurance, including liability and Directors and Officers insurance coverages.

11 **Reporting** - Allocation for required audits and annual reports to stakeholders.

12 **Miscellaneous** - Allocation for unforeseen expenses, a contingency.

Callowhill Reading Viaduct Neighborhood Improvement District

5-Year Plan and Budget

	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016
Billing Amount	***$261,370***	***$251,440***	***$264,010***	***$277,210***	***$291,070***
Income					
Property Assessments Current Year	$209,100	$226,300	$237,610	$249,490	$261,960
Property Assessments Prior Year	$0	$36,590	$30,620	$27,460	$27,650
Contributions from Exempt Properties	$2,200	$5,000	$5,500	$6,000	$6,000
Interest Earned on Accounts	$50	$75	$75	$100	$100
Grants & Other Income	$35,000	$0	$0	$0	$0
Total Income	**$246,350**	**$267,965**	**$273,805**	**$283,050**	**$295,710**
Expense					
Maintenance & Operations					
- Weekly Cleaning	$100,000	$145,000	$150,000	$155,000	$160,000
- Initial Cleaning @ Start Up	$20,000	$0	$0	$0	$0
- Trash Removal & Short Dumps	$30,000	$20,000	$20,600	$21,220	$21,860
- Graffiti Removal	$5,000	$7,500	$7,730	$7,960	$8,200
- Public Improvements Maintenance	$0	$1,235	$1,270	$1,310	$5,800
Total Maintenance & Operations	***$155,000***	***$173,735***	***$179,600***	***$185,490***	***$195,860***
Public Area Improvements					
- Signage	$1,800	$1,800	$1,800	$1,800	$1,800
- Lighting	$20,000	$20,000	$20,000	$20,000	$20,000
Total Public Area Improvements	***$21,800***	***$21,800***	***$21,800***	***$21,800***	***$21,800***
Marketing & Promotion	$7,500	$8,500	$8,760	$9,020	$9,290
Total Marketing & Promotion	***$7,500***	***$8,500***	***$8,760***	***$9,020***	***$9,290***
Office & Administrative					
- Administrative Staffing	$35,000	$36,050	$37,130	$38,240	$39,390
- Office Operations	$6,000	$6,180	$6,370	$6,560	$6,760
- Insurance - Liability & D&O	$7,500	$7,730	$7,960	$8,200	$8,450
Total Office and Administrative	***$48,500***	***$49,960***	***$51,460***	***$53,000***	***$54,600***
Reporting					
- Accounting/Annual Audit	$7,500	$7,730	$7,960	$8,200	$8,450
- Annual Report	$3,000	$3,090	$3,180	$3,280	$3,380
Total Reporting	***$10,500***	***$10,820***	***$11,140***	***$11,480***	***$11,830***
Miscellaneous	$3,050	$3,150	$1,045	$2,260	$2,330
Total Miscellaneous	***$3,050***	***$3,150***	***$1,045***	***$2,260***	***$2,330***
Total Expense	**$246,350**	**$267,965**	**$273,805**	**$283,050**	**$295,710**
Excess/(Deficit) of Income Over Expense	**$0**	**$0**	**$0**	**$0**	**$0**

Assessment Revenue Calculations

	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016
Projected Billing Amount for CRVNID	**$261,370**	**$251,440**	**$264,010**	**$277,210**	**$291,070**
Collection Ratio in Current Year	80.00%	90.00%	90.00%	90.00%	90.00%
Projected Collections in Current Year	**$209,096**	**$226,296**	**$237,609**	**$249,489**	**$261,963**
Balance Due Current Year	$52,274	$25,144	$26,401	$27,721	$29,107
Balance Due from Prior Years	$0	$52,274	$40,826	$36,608	$36,873
Projected Prior Year Collections	**$0**	**($36,592)**	**($30,620)**	**($27,456)**	**($27,655)**
Total Prior Balances Due	$52,274	$40,826	$36,608	$36,873	$38,325
2012 Balance Outstanding	$52,274	$15,682	$3,921	$980	$245
2013 Balance Outstanding		$25,144	$6,286	$1,572	$393
2014 Balance Outstanding			$26,401	$6,600	$1,650
2015 Balance Outstanding				$27,721	$6,930
2016 Balance Outstanding					$29,107
Totals	$52,274	$40,826	$36,608	$36,873	$38,325

EXHIBIT A-4

AMENDED AND RESTATED
BY-LAWS
OF

CALLOWHILL READING VIADUCT NEIGHBORHOOD IMPROVEMENT DISTRICT, INC.

These Bylaws are adopted by the Corporation and are Supplemental to the Pennsylvania Nonprofit Corporation Law of 1998 as the same shall from time to time be in effect.

ARTICLE I

NAME, LOCATION, MEMBERS AND SEAL

SECTION 1.1 Name. The name of the corporation is Callowhill Reading Viaduct Neighborhood Improvement District, Inc. (the "Corporation")

SECTION 1.2 Location. The address of the Corporation's shall be 1151 Hamilton Street Philadelphia, PA. 19123. The Corporation may also have offices at such other places as the Board may from time to time appoint or the activities of the Corporation may require.

SECTION 1.3 Members. The Members of the Corporation are those tax paying commercial property owners, including owner occupied residential properties within the boundaries of the District shown in Exhibit A, including the contiguous commercial and residential properties on intersecting streets.

SECTION 1.4 Seal. The corporate seal shall have inscribed thereon the name of the corporation the year of its organization and the words "Corporate Seal, Pennsylvania".

ARTICLE II

MEETING OF MEMBERS

SECTION 2.1 Special Meetings. Special meetings may be called at any time by the Board of Directors for the transaction of such business as determined by the Board. Business transacted at all special meetings shall be confined to the objects stated in the call and matters germane thereto. Such meetings shall be held at such place and time as

the Board shall fix. The first annual meeting of the Corporation shall be held at a time and place established by the incorporators and thereafter by the Executive Committee. The Secretary shall cause to be mailed to every Member in good standing at his (her) address as it appears on the membership roll book of the Corporation, a notice stating the time and place of the any Members' meeting at least ten (10) days prior to the date of the meeting.

SECTION 2.2 Conduct of Member's Meetings. The Chairman of the Board, if a Chairman is elected, shall preside at all Members' meetings, or, in his absence, the President. The officer presiding over the Members' meetings may establish such rules and regulations for the conduct of the meetings as he may deem to be reasonably necessary or desirable for the orderly and expeditious conduct of the meeting.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.1 Board of Directors. The property and affairs of the Corporation shall be managed, conducted and directed by the Board of Directors. In addition to the powers and duties conferred on the Board under the laws of the Commonwealth of Pennsylvania, the Board shall have the power to borrow money or purchase, sell, lease or otherwise dispose of any real estate or other property of the Corporation. The Board shall also have the authority to interpret the provisions of the Bylaws and its interpretation shall be binding upon the Corporation.

SECTION 3.2 Qualifications of Directors. Each Director shall be a natural person at least 18 years of age who need not be a resident of Pennsylvania. In electing Directors, the Board shall consider each candidate’s willingness to accept responsibility for governance including availability to participate actively in Board activities, areas of interest and expertise, and experience in finance, business, event planning and community organization.

SECTION 3.3 Composition. The Board of Directors shall be comprised of not more than ten (10) directors, as the Board shall from time to time determine by resolution. Members shall be natural persons. One member of the Board shall be the Councilperson of the First Councilmatic District of the City of Philadelphia. Any elected official(s) elected to the Board may designate a representative to serve in place of that elected official(s) and such designee shall hold the same duties and powers conferred upon all other Board Members.

SECTION 3.4 Election and Term. The incorporators shall serve as the Board of Directors until the first annual meeting. Thereafter, directors shall be elected annually by the Board of Directors. The elected Directors shall be divided into two classes by the Chairman, with optimally half of the directors in the first class and the balance in the second class. The term of office for each class shall be for two (2) years, except in the case of a vacancy in any class, in which case the vacancy shall be filled for the balance of the term

of the class. However, to achieve the initial classification of the Board, the initial terms of the two classes of the Board shall be one (1) year and two (2) years, respectively. The Board may increase or decrease the number of Directors at any time within the range specified in this Section 5.3, and shall allocate the new or eliminated Director positions among Class I and Class II so that the number of Directors of one Class shall at no time vary from the number of Directors in the other Class by more than two. Except as otherwise provided by resolution of the Board, each Director's term begins at the time of his or her election. Each Director shall hold office until (a) the expiration of the term for which he or she was elected and until his or her successor has been elected and qualified, or (b) his or her earlier death, resignation, or removal.

SECTION 3.5 Vacancies. Vacancies on the Board of Directors, including vacancies resulting from an increase in the number of directors, may be filled by a majority of the remaining members of the Board (even if less than a quorum). Each director elected to fill a vacancy created by the resignation or inability to serve of a director shall serve for the balance of the unexpired term of such director or until his successor is duly elected and qualified.

SECTION 3.6 Regular Meetings. The annual meeting of the Board of Directors shall be held in each calendar year on such date and at such time and place as the Board of Directors shall by resolution determine. Other regular meetings of the Board shall be held on such regularly scheduled dates and at such times and places as the Board shall be resolution determine.

SECTION 3.7 Special Meetings. On the written request of the Chairman of the Board, or one-third (1/3) of the members of the Board of Directors, the Secretary shall call a special meeting of the Board, Such request shall state the general nature of the business to be transacted at such meeting. The time and place of such special meeting shall be fixed by the Secretary and the meeting shall be called within ten (10) days of receipt of such request. The special meeting shall be held not more than thirty (30) days after receipt of request therefor. Business transacted at all special meetings shall be confined to the objects stated in the call and matters germane thereto.

SECTION 3.8 Notice. The Secretary or his or her designee shall give to each member of the Board not less than five (5) days prior written notice of each meeting of the Board (regular or special). The notice, which shall be made by either hand-delivery, facsimile or electronic mail, shall state the time and the place of the meeting, and in the case of special meetings, the general nature of the business to be transacted thereat.
SECTION 3.9 Unanimous Written Consent. Any action which may be taken at a regular meeting of the Board of Directors may be taken without a meeting, if a consent or consents in writing setting forth the action so taken shall be signed by all of the Directors in office and shall be filed with the Secretary of the Corporation.

SECTION 3.10 Quorum. At any meeting of the Board of Directors, the presence of a majority of the members of the Board in office shall be necessary to constitute a quorum for the transaction of business. Any member of the Board may designate from time to

time an alternate person to represent and to vote on behalf of that Board member at any meeting of the Board. The acts of the majority of directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. The members present at a duly organized meeting can continue to conduct business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

SECTION 3.11 Resignations. Any director may resign at any time. Such resignation shall be in writing unless waived by vote of the remaining Board, but the acceptance thereof shall not be necessary to make it effective.

SECTION 3.12 Removal. Any director may be removed from office by the Board of Directors with or without cause. A new director shall be elected to fill the unexpired term of any removed director as provided in Section 3.5.

SECTION 3.13 Attendance. Any Director who fails to attend at least sixty percent (60%) of the regular and special meetings of the Board during any twelve (12) month period shall be removed from the Board of Directors.

SECTION 3.14 Compensation. Unless the Board of Directors otherwise determines, directors shall not be entitled to any compensation for their services as directors. Any director may serve the Corporation in other capacities and be entitled to such compensation as is determined by the Board of Directors.

ARTICLE IV

OFFICERS

SECTION 4.1 The Corporation shall have a President, Secretary, and a Treasurer. In addition, the Corporation may have a Chairman of the Board of Directors, one or more Vice- Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers, as the Board of Directors shall from time to time determine.

SECTION 4.2 Election and Terms of Office. Each officer shall be elected at the annual meeting of the Board of Directors and shall serve for a term of one year and until a successor is duly elected and qualified. All other officers shall be elected by the Board of Directors at the time, in the manner, and for such term as the Board of Directors from time to time determines. Each officer shall serve until a successor is duly elected and qualified, or until such officer resigns or is removed from office.

SECTION 4.3 Compensation. Unless otherwise provided by the Board of Directors, officers shall not be compensated for their services as officers, but may be compensated if they are employed by the Corporation.

SECTION 4.4 Chairman of the Board. The Chairman of the Board, if a Chairman is elected, shall preside at all meetings of the Board of Directors He shall have such other powers as shall be designated by the Board of Directors.

SECTION 4.5 President. The President shall be the chief executive officer of the Corporation, and, subject to the direction and control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. As authorized by the Board of Directors, the President shall execute all instruments requiring such execution, except to the extent that signing and execution thereof is expressly delegated by the Board of Directors to some other officer or agent of the Corporation. Upon request of the Board of Directors, the President shall report to it all matters which the interests of the Corporation may require to be brought to the attention of the Board of Directors. The President shall preside at meetings of the Board of Directors if the Chairman of the Board is absent.

SECTION 4.6 Secretary. The Secretary shall keep the minutes of the Corporation and shall give such notices of meetings as required by these Bylaws. The Secretary shall have such other duties and have such other powers as shall be designated by the Board of Directors.

SECTION 4.7 Treasurer. The Treasurer shall have care and custody of the books and records of account of the Corporation and, subject to the direction of the Board of Directors, shall have charge of and be responsible for all funds and securities of the Corporation. He shall render financial statements to the Board of Directors from time to time upon request. The funds of the Corporation shall be deposited to its credit in such a manner and in such depositories as the Board of Directories may from time to time designate and shall be subject to withdrawal by check, draft or other order by such officer or officers of the Corporation as may from time to time be designated by the Board of Directors. The Treasurer shall have such other powers and duties as may be designated by the Board of Directors.

SECTION 4.8 Manager. A manager may be engaged by the Board of Directors. The Manager shall perform all duties incident to the office of Manager, including supervision of services, maintenance of accounts, notices and such other duties as from time to time may be assigned by the Board of Directors.

SECTION 4.9 Other Officers. Other officers of the Corporation shall have such powers and duties as may be designated from time to time by the Board of Directors.

SECTION 4.10 Vacancy and Removal. Any officer, committee member, employee or other agent of the Corporation may be removed, with or without cause, by the Board of Directors. The Board of Directors shall immediately elect a new officer to fill the unexpired term of any officer’s position which becomes vacant be either removal or resignation.

SECTION 4.11 The Board may declare vacant the office of a Director who is declared of unsound mind by an order of the court or is convicted of a crime.

ARTICLE V

BOARD OF ADVISORS

Section 5.1 Board of Advisors. The Board of Directors may establish a Board of Advisors and, if it does so, shall appoint one or more persons who may but need not be Members of the Corporation to serve as the chairperson of the Board of Advisors. The Chairman of the Board shall also be an ex officio member of the Board of Advisors. Members of the Board of Advisors shall serve at the pleasure of the Board of Directors and may be removed by the Board of Directors with or without cause.

Section 5.2 Purpose. The purpose of the Board of Advisors shall be to advise the Corporation and the Board of Directors with respect to how the purposes of the Corporation may be furthered.

Section 5.3 The Board of Advisors' reports and recommendations to the Board of Directors will not be binding on the Board of Directors. The Board of Advisors shall not have any power or authority on behalf of the Corporation.

Section 5.4 Qualifications of Members. Each member of the Board of Advisors shall be an individual at least 21 years of age who shall be an owner, or an owner's representative, of a commercial business and/or property located within the boundaries of the Corporation

Section 5.5 Number. The Board of Advisors may have up to 20 (twenty) members who shall be selected from the list of property owners and residents within he NID boundaries.

Section 5.6 Selection. The Board of Directors shall request and receive a written request from each person whom wants to serve on the Board of Advisors.

ARTICLE VI

COMMITTEES

SECTION 6.1 Executive Committee. The Corporation shall have an Executive Committee which shall perform the duties and exercise the authority assigned to them by the Board of Directors subject to the limitations set forth in these by-laws.

SECTION 6.2 Chairman. The Chairman of the Board of Directors or, if no Chairman is elected, the President shall act as Chairman of the Executive Committee. Members of the Executive Committee shall be appointed by the Chairman or the President if no Chairman is elected.

SECTION 6.3 The Board of Directors may, by resolution adopted by a majority of the directors in office, establish such committees (to consist of at least one director) as the Board of Directors shall deem necessary or advisable. All such committees shall have and may exercise such powers and authority of the Board as the Board of Directors shall, by

resolution, determine.

SECTION 6.4 Limitation on Authority. No committee shall have any power or authority as to the following:

(a) The filing of vacancies on the Board of Directors.

(b) The adoption, amendment or repeal of the Bylaws.

(c) The amendment or repeal of any resolution of the Board of Directors.

(d) Action on other matters committed by resolution of the Board of Directors or by Pennsylvania law to the full Board of Directors or to another committee of the Board.

(e) A director of the corporation shall stand in a fiduciary relation to the corporation and shall perform the duties as a director, including the duties as a member of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing the duties, a director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared by any of the following:

(1) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matter presented.

(2) Counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such person.

(3) A committee of the Board upon which they do not serve, duly designated in accordance with law, as to matters within its designated authority, which the Director reasonably believes to merit confidence.

(f) A Director shall not be considered to be acting in good faith if they have knowledge concerning the matter in question that would cause his reliance to be unwarranted.

(g) In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual Directors may, in considering the best interests of the Corporation, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of this section.

(h) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interests of the Corporation.

(i) A Director of the Corporation shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

(1) The Director has breached or failed to perform the duties of the office under this section.

(2) The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

(j) The provision of this section shall not apply to: 1) The responsibility or liability of a Director pursuant to any criminal statues; or 2) The liability of a Director for the payment of taxes pursuant to local, State of Federal law.

ARTICLE VII

PERSONAL LIABILITY OF DIRECTORS AND INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER PERSONS

SECTION 7.1 Personal Liability of Directors.

a. A director of this Corporation shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

(1) the director has breached or failed to perform the duties of his or her office under 15 Pa. C.S.A. Section 511 (which, as amended from time to time, is hereafter called Section 511); and

(2) The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

b. This Section 7.1 shall not limit a director's liability for monetary damages to the extent prohibited by the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

SECTION 7.2 Mandatory Indemnification of Directors and Officers. The Corporation shall, to the fullest extent permitted by applicable law, indemnify its directors and officers who were or are a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of the Corporation or other entity) by reason of the fact that such director of officer is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a trustee, director, officer, employee, general partner, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise (including tiding service with respect to employee benefit plans), against expenses (including but not limited to, attorney fees and costs), judgments, fines (including excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement

actually and reasonably incurred by such director or officer in connection with such action, suit or proceeding, except as otherwise provided in Section 7.4 hereof. A director or officer of the Corporation entitled to indemnification under this Section 7.2 is hereafter called a "person covered by Section 7.2 hereof."

SECTION 7.3 Expenses. Expenses incurred by a person covered by Section 7.2 hereof in defending a threatened, pending or completed civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation, except as otherwise provided, in Section 7.4.

SECTION 7.4 Exceptions. No indemnification under Section 7.2 or advancement or reimbursement of expenses under Section 7.3 shall be provided to a person covered by Section 7.2 hereof(a) if a final unappeasable judgment or award establishes that such director or officer engaged in self-dealing, willful misconduct or recklessness; (b) for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, and amounts paid in settlement) which have been paid directly to such person by an insurance carrier under a policy of officers' and director's liability insurance maintained by the Corporation or other enterprise; or ~ for amounts paid in settlement of any threatened, pending or completed action, suits or proceeding without the written consent of the Corporation, which written consent shall not be unreasonably withheld. The Board of Directors of the Corporation is hereby authorized, at any time by resolution, to add to the above list of exceptions from the right of indemnification under Section 7.1 or advancement or reimbursement of expenses under Section 7.3, but any such additional exception shall not apply with, respect to any event, act or omission which has occurred prior to the date that the Board of Directors in fact adopts such resolution. Any such additional exception may, at any time after its adoption, be amended, supplemented, waived or terminated by further resolution of the Board of Directors of the Corporation.
SECTION 7.5 Continuation of Rights. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article VII shall continue as to a person who has ceased to be a director or officer of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such person.

SECTION 7.6 General Provisions.

(a) The term "to the fullest extent permitted by applicable law," as used in this Article VII, shall mean the maximum extent permitted by public policy, common law or statute. Any person covered by Section 7.2 hereof may, to the fullest extent permitted by applicable law, elect to have the right to indemnification or to advancement or reimbursement of expenses, interpreted, at such person's Option (I) on the basis of the applicable law on the date this Article VII was adopted, or (ii) on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action, suit or proceeding, or (iii) on the basis of the applicable law in effect the time indemnification is sought.

(b) The right of a person covered by Section 7.2 hereof to be indemnified or to receive an advancement or reimbursement of expenses pursuant to Section 7.3 (I) may also be enforced as a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Corporation and such person, and (ii) shall continue to exist after the rescission or restrictive modification (as determined by such person) of this Article VII with respect to events, acts or omissions occurring before such rescission or restrictive modification is adopted.

(c) If a request for indemnification or for the advancement or reimbursement of expenses pursuant hereto is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation together with all supporting information reasonably requested by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim (plus interest at the prime rate announced from time to time by the Corporation's primary banker) and, if successful in whole or in part, the claimant shall be entitled also to be paid the expenses (including, but not Limited to, attorney's fees and costs) of prosecuting such claim. Neither the failure of the Corporation (including its Board of Directors or its independent legal counsel) to have made a determination prior to the commencement of such action that indemnification made a determination prior to the commencement of such action that indemnification of or the advancement or reimbursement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors or its independent legal. counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be defense to the action or create a presumption that the claimant is not so entitled.

(d) the indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article VII shall not be deemed exclusive of any rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under any bylaw, agreement, vote of the directors or otherwise, both as to action in such director's' or officer's official capacity and as to action in another capacity while holding that office.

(e) Nothing contained in this Article VII shall be construed to limit the rights and powers the Corporation possesses under Subchapter C of the Pennsylvania Nonprofit Corporation Law of 1988 (as amended from time to time), the Director's Liability Act, or otherwise, including, but not limited to, the powers to purchase and maintain insurance, create funds to secure its indemnification obligations, and any other rights or powers the Corporation may otherwise have under applicable law.

(f) The provisions of this Article VII may, at any time (and whether before or after there is any basis for a claim for indemnification or for the advancement of reimbursement of expenses pursuant hereto), be amended, supplemented, waived, or terminated, in whole or in part, with respect to any person covered by Section 7.2 hereof by a written agreement signed by the Corporation and such person.

(g) The Corporation shall have the right to appoint the attorney for a person covered by Section 7.2 hereof, provided such appointment is not unreasonable under the circumstances.

SECTION 7.7 Optional Indemnification. The Corporation may, to the fullest extent permitted by applicable law, indemnify and advance or reimburse expenses for persons in all situations other than that covered by this Article VII.

ARTICLE VIII

FINANCIAL REPORTS

SECTION 8 The President and Treasurer shall present annually to the Board of Directors a report showing in appropriate detail the following:

(1)'The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year immediately preceding the date of the report.

(2) The principal changes in assets and liabilities including trust funds, during the year immediately preceding the date of the report.

(3) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the corporation.

(4) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Corporation. The report shall be filed with the minutes of the annual meeting of the Board of Directors.

ARTICLE IX

SECTION 9 The fiscal year of the Corporation shall be as determined by the Board of Directors.

ARTICLE X

ADOPTION, AMENDMENT AND REPEAL

SECTION 10.1 Adoption and Effective Date. These bylaws, which are supplemental to the Pennsylvania Nonprofit Corporation law of 1988, as the same may be in effect from time to time, were adopted as the Bylaws of the Corporation as on the day ??? by the Board of Directors and shall be effective as of said date.

SECTION 10.2 Amendment or Repeal. These Bylaws may be amended or repealed, in whole or in part, and new Bylaws may be adopted, by the vote of a majority of the directors then in office at any meeting of the Board after notice to all directors of that purpose.

SECTION 10.3 Recording. The text of each amendment to or repeal of these Bylaws shall be attached hereto with a notation of the date of such amendment or repeal.
Accepted and Attested to by:

(1) _____ By: Secretary

BILL NO. 110307 continued