

## EXHIBIT A

### PLAN FOR THE CHESTNUT HILL BUSINESS IMPROVEMENT DISTRICT ("DISTRICT")

#### AND REPORT OF THE CITY OF PHILADELPHIA CONCERNING THE DISTRICT

1. The name of the neighborhood improvement district is the Chestnut Hill Business Improvement District ("District"). A map of the District is attached as Exhibit A-1 and an enlarged copy of the map shall be kept on file with the Chief Clerk to be made available for inspection by the public during regular office hours.

2. The service area of the District includes all taxable (for real estate purposes) commercial properties (defined as properties used for any for profit activity involving trade or commerce in general, including residential units that are rented to tenants for profit) on both sides of Germantown Avenue from 7640 to 8705, and on certain blocks of streets that intersect that portion of Germantown Avenue, plus on Bethlehem Pike between 10 and 105 and within the district boundaries 200 blocks of West Evergreen Avenue and West Highland Avenue; Benezet Street, E. Springfield Avenue, 7600 block of Winston Road, unit block of E. Willow Grove Avenue, unit block of Moreland Avenue, unit block of E. Mermaid Lane, unit block of E. Moreland Avenue, unit block of E. Chestnut Hill Avenue.

Included within the service area are the following boundaries not previously included within the district, the 7700 block of Crittenden Street and the 400 Block of East Mermaid Lane between Crittenden Street and Stenton Avenue.

The properties to be assessed in the service area are listed in Exhibit A-2. While the service area does contain owner-occupied residential properties, those properties will not be assessed, though residential rental properties will be assessed. Any property that converts to an assessable use during the term of this plan shall be subject to assessment, as provided herein, in the year following the conversion so long as the property appears on the list of all properties set forth in Exhibit A-2. Furthermore, tax-exempt properties located within the district will not be assessed and will be encouraged to contribute cash or in-kind services.

3. A list of all properties to be assessed is attached as Exhibit A-2.

4. A list of proposed improvements and services within the District and their estimated cost for the first year of continued operation are as follows:

a. Physical Appearance: For the general maintenance and beautification of the Germantown Avenue business corridor, services will include the regular cleaning of Germantown Avenue by the District's maintenance staff, the maintenance of holiday lights, the continued care of the trees lining Germantown Avenue, the planting and maintenance of flower baskets and barrels, and the continued "greening" of the business district. (Budget allocation for year one= \$175,000.00)

b. Strengthen Local Economy: To encourage a positive experience for visitors and shoppers, the marketing program will be continued to include additional support for festivals,

branding, and media exposure. Continue destination marketing and business development programs. Projects with neighboring communities and outreach with local institutions will be explored in order to promote the historical, cultural and architectural uniqueness of the District. (Budget allocation for Year One = \$150,000)

c. Parking, Safety and Security: To ensure the safety and security of the District, funds will be devoted to the improvement of pedestrian crosswalks, the purchase of additional security cameras, and the maintenance of parking lots (if needed). (Budget allocation for Year One= \$25,000)

d. Business District Neighborhood Initiatives: To provide support for projects that impact the well-being of residents within the commercial corridor. (Budget allocation for Year One= \$35,000)

e. Administration: Administrative costs include the expense of hiring personnel to oversee the day-to-day aspects of many of the projects outlined in the proposed plan including a portion of the salaries of an Administrative Assistant (Budget allocation for Year One: \$75,000)

5. A proposed budget for each year of the ten-year term is attached as Exhibit A-3.
6. The proposed revenue source for financing all proposed improvements, programs and services will be assessments on properties plus whatever grant monies are awarded and contributions are solicited.
7. The estimated time for implementation and completion of all proposed improvements, programs and services is approximately ten years until June 30, 2034, which corresponds to the new term of the District.
8. The administrative body that will continue to govern and administer the District is the non-profit corporation Chestnut Hill Business Improvement District, Inc.
9. The by-laws of Chestnut Hill Business Improvement District, Inc. are attached as Exhibit A-4.
10. The method of determining the amount of the assessment fee to be levied on commercial property owners within the District is as follows: The cost of services for the District will continue to be equitably apportioned among all benefiting commercial properties within the service area. The assessment for each property shall be calculated as follows:
  - (1) Divide the total assessed value of the property for that tax year by the total assessed value for all commercial properties in the service area in which the property is located;
  - (2) Multiply the result from (1) by the amount identified as the "Total Assessment" in the budget for that year in Exhibit A-3.
  - (3) The result from (2) is the property's annual assessment.

The property values certified by the Office of Property Assessment for the tax year for which the assessment is imposed, without reference to any tax abatement shall be used in calculating each

assessment.

The Board may only adjust the budget as follows:

- (1) Following the first year of this plan, the budget shall increase by 3% annually to account for inflation, provided that the board may reduce or eliminate such increase for any year.
- (2) At any time during the term of this plan, the board may adjust the budget to account for the increased or decreased cost of providing services where any improvement, development, or change in use materially alters the cost of providing those services provided for under paragraph 4 within the District. The Board shall have no authority to adjust the budget under this paragraph (2) except in accordance with a written recommendation adopted by a majority of all those board members who either own or operate a business in the district or own a commercial property in the district.

The following shall apply to conversions between commercial and non-commercial use:

- (1) Any non-commercial property that converts to a commercial use during the term of this plan shall be subject to assessment as provided herein in the year following the conversion provided the property appears on the list of all properties set forth in Exhibit A-2.
- (2) Any commercial property that converts to non-commercial use during the term of this plan shall be exempt from further assessment for as long as its use remains non-commercial. Such an exemption shall commence with the year immediately following the year of conversion to non-commercial use.

11. The specific duties and responsibilities of City of Philadelphia and Chestnut Hill Business 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 during its duration as a neighborhood improvement district as before its establishment as a neighborhood improvement district. The City will also be responsible for applying liens on properties for non-payment of property assessment fees as set forth in the Act at 53 P.S. §18107(A)(10).
- b. Chestnut Hill Business Improvement District, Inc. shall fulfill all the duties and responsibilities of a Neighborhood Improvement District Management Association (NIDMA) as set forth in the Community and Economic Improvement Act (53 P.S. §§18101 et. seq.). In its capacity as the NIDMA, Chestnut Hill Business Improvement District, Inc. shall annually submit an audit of all income and expenditures to the Department of Community and Economic Development, the Clerk of City Council and the City Commerce Department within 120 days after the end of each fiscal year, and submit a report, including financial and programmatic information and a summary of audit findings, to the Clerk of City Council, the City Commerce Department and to all assessed property owners located in the District (as required by 53 P.S. §18109). In

addition, Chestnut Hill Business Improvement District, Inc. shall be responsible for collecting all assessment fees levied within the District.

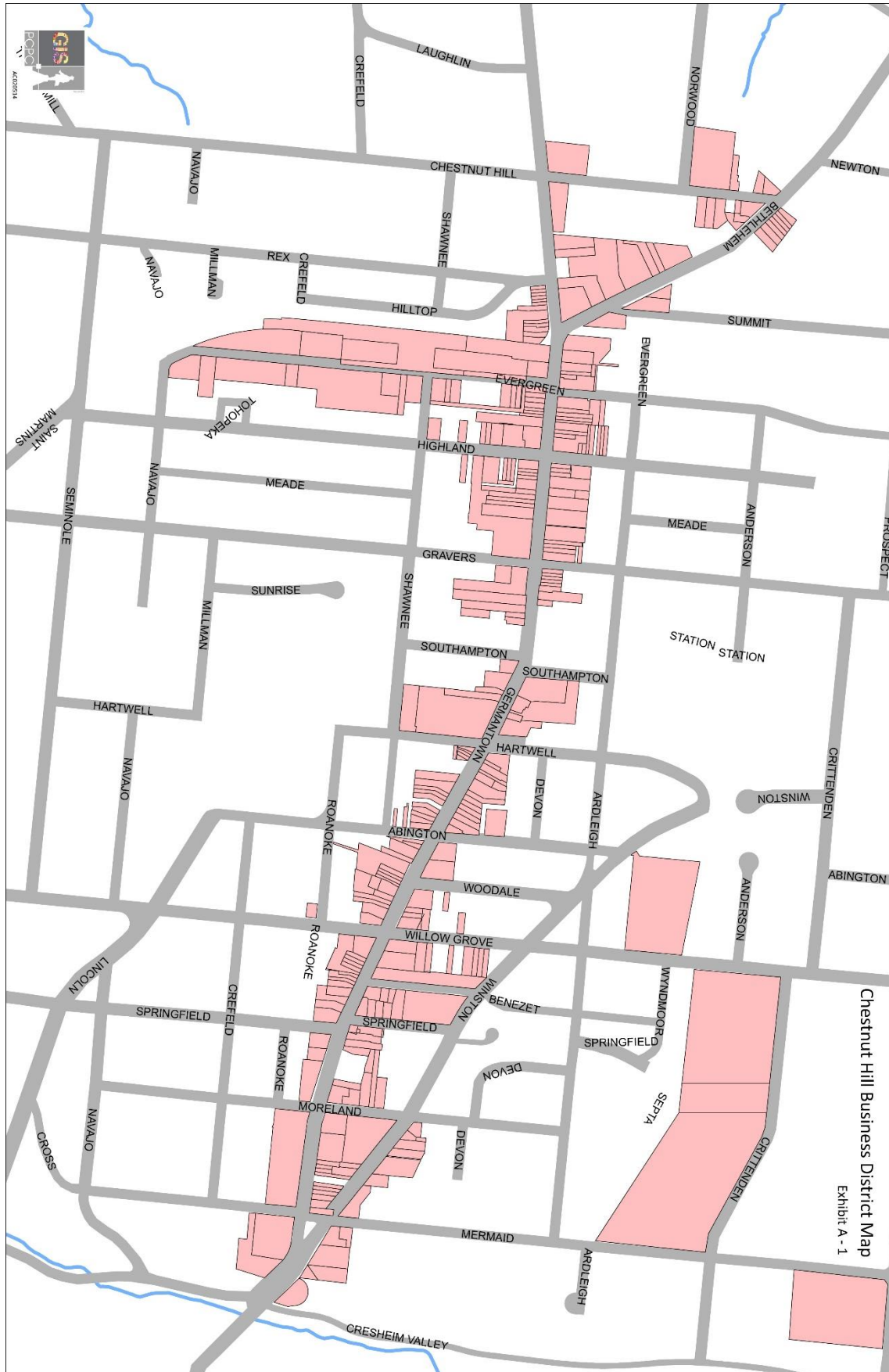
12. A written agreement will be signed by the City and the Chestnut Hill Business Improvement District containing the following provisions:

- a. The respective duties of the City and Chestnut Hill Business 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 expire in approximately ten years on June 30, 2034 and not be renewed unless the District is continued beyond that date pursuant to reenactment of the ordinance establishing the District; and
- d. Chestnut Hill Business 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).

13. The District will allow for and encourage tax-exempt property owners to provide in-kind or financial contributions to Chestnut Hill Business Improvement District, Inc., if not assessed, in lieu of a property assessment fee.

14. The negative vote of at least one-third (1/3) of the affected property owners within the District, or the negative vote of affected property owners within the District whose property valuation, as assessed for taxable purposes, amounts to at least one-third (1/3) of the total property valuation of property owned by affected property owners located within the District proposed in the final plan, shall be required to defeat the establishment of the proposed District by filing objections to the clerk for the governing body of the municipality within forty-five (45) days of presentation of the final plan.

**EXHIBIT A-1**  
**MAP OF CHESTNUT HILL BUSINESS IMPROVEMENT DISTRICT**



## EXHIBIT A-2

### List of Properties to be Assessed Chestnut Hill Business Improvement District - 19118

11 E ABINGTON AVE	47-49 BETHLEHEM PIKE
19 W ABINGTON AVE	84 BETHLEHEM PIKE
14 BENEZET ST	86 BETHLEHEM PIKE
15 BENEZET ST	89 BETHLEHEM PIKE
16 BENEZET ST	90 BETHLEHEM PIKE
17 BENEZET ST	92 BETHLEHEM PIKE
19 BENEZET ST	94-98 BETHLEHEM PIKE
20 BENEZET ST	97 BETHLEHEM PIKE
21 BENEZET ST	101 BETHLEHEM PIKE
23 BENEZET ST	102-04 BETHLEHEM PIKE
24 BENEZET ST	105 BETHLEHEM PIKE
25 BENEZET ST	106 BETHLEHEM PIKE
26 BENEZET ST	107 BETHLEHEM PIKE
27 BENEZET ST	116 E CHESTNUT HILL AVE
29 BENEZET ST	31-37 E CHESTNUT HILL AVE
30 BENEZET ST	39 E CHESTNUT HILL AVE
31 BENEZET ST	42 E CHESTNUT HILL AVE
32 BENEZET ST	43-45 E CHESTNUT HILL AVE
33 BENEZET ST	48 E CHESTNUT HILL AVE
35 BENEZET ST	5 E CHESTNUT HILL AVE
36 BENEZET ST	8 E CHESTNUT HILL AVE
37 BENEZET ST	7700-80 CRITTENDEN ST
39 BENEZET ST	7782 CRITTENDEN ST
41 BENEZET ST	183 E EVERGREEN AVE
10 BETHLEHEM PIKE	184-86 E EVERGREEN AVE
25 BETHLEHEM PIKE	9 W EVERGREEN AVE
35 BETHLEHEM PIKE	14 W EVERGREEN AVE

18 W EVERGREEN AVE  
40-54 W EVERGREEN AVE  
100 W EVERGREEN AVE  
124 W EVERGREEN AVE  
125 W EVERGREEN AVE  
200 W EVERGREEN AVE  
220 W EVERGREEN AVE  
7640-52 GERMANTOWN AVE  
7700 GERMANTOWN AVE  
7707 GERMANTOWN AVE  
7709 GERMANTOWN AVE  
7715-17 GERMANTOWN AVE  
7719 GERMANTOWN AVE  
7723 GERMANTOWN AVE  
7725 GERMANTOWN AVE  
7727 GERMANTOWN AVE  
7800 GERMANTOWN AVE  
7811 GERMANTOWN AVE  
7813 GERMANTOWN AVE  
7815 GERMANTOWN AVE  
7825 GERMANTOWN AVE  
7829 GERMANTOWN AVE  
7830 GERMANTOWN AVE  
7833 GERMANTOWN AVE  
7834 GERMANTOWN AVE  
7837 GERMANTOWN AVE  
7841 GERMANTOWN AVE  
7900-02 GERMANTOWN AVE  
7904-06 GERMANTOWN AVE  
7908-10 GERMANTOWN AVE

7916-18 GERMANTOWN AVE  
7920 GERMANTOWN AVE  
7921 GERMANTOWN AVE  
7922 GERMANTOWN AVE  
7924 GERMANTOWN AVE  
7925 GERMANTOWN AVE  
7926 GERMANTOWN AVE  
7928 GERMANTOWN AVE  
7930 GERMANTOWN AVE  
7932 GERMANTOWN AVE  
7934 GERMANTOWN AVE  
7939 GERMANTOWN AVE  
7942-46 GERMANTOWN AVE  
7945 GERMANTOWN AVE  
8000 GERMANTOWN AVE  
8001-07 GERMANTOWN AVE  
8002-06 GERMANTOWN AVE  
8009 GERMANTOWN AVE  
8010 GERMANTOWN AVE  
8011 GERMANTOWN AVE  
8012 GERMANTOWN AVE  
8013 GERMANTOWN AVE  
8014 GERMANTOWN AVE  
8020 GERMANTOWN AVE  
8022 GERMANTOWN AVE  
8024 GERMANTOWN AVE  
8026 GERMANTOWN AVE  
8030 GERMANTOWN AVE  
8031 GERMANTOWN AVE  
8033 GERMANTOWN AVE

8034 GERMANTOWN AVE  
8035-39 GERMANTOWN AVE  
8036R GERMANTOWN AVE  
8040 GERMANTOWN AVE  
8042-44 GERMANTOWN AVE  
8100 GERMANTOWN AVE  
8103 GERMANTOWN AVE  
8104 GERMANTOWN AVE  
8106 GERMANTOWN AVE  
8107 GERMANTOWN AVE  
8108 GERMANTOWN AVE  
8109 GERMANTOWN AVE  
8110 GERMANTOWN AVE  
8111 GERMANTOWN AVE  
8113 GERMANTOWN AVE  
8114 GERMANTOWN AVE  
8115 GERMANTOWN AVE  
8116 GERMANTOWN AVE  
8117 GERMANTOWN AVE  
8118 GERMANTOWN AVE  
8119 GERMANTOWN AVE  
8121 GERMANTOWN AVE  
8122 GERMANTOWN AVE  
8125-27 GERMANTOWN AVE  
8125-27R GERMANTOWN AVE  
8126 GERMANTOWN AVE  
8129 GERMANTOWN AVE  
8131 GERMANTOWN AVE  
8133 GERMANTOWN AVE  
8135 GERMANTOWN AVE

8136 GERMANTOWN AVE  
8137 GERMANTOWN AVE  
8138 GERMANTOWN AVE  
8140 GERMANTOWN AVE  
8142-44 GERMANTOWN AVE  
8200 GERMANTOWN AVE  
8200 GERMANTOWN AVE  
8200 GERMANTOWN AVE  
8201-03 GERMANTOWN AVE  
8217-19 GERMANTOWN AVE  
8220-22 GERMANTOWN AVE  
8221-35 GERMANTOWN AVE  
8224 GERMANTOWN AVE  
8226 GERMANTOWN AVE  
8236 GERMANTOWN AVE  
8314 GERMANTOWN AVE  
8316 GERMANTOWN AVE  
8318-24 GERMANTOWN AVE  
8327 GERMANTOWN AVE  
8328-34 GERMANTOWN AVE  
8335 GERMANTOWN AVE  
8337 GERMANTOWN AVE  
8339 GERMANTOWN AVE  
8341 GERMANTOWN AVE  
8400 GERMANTOWN AVE  
8401-05 GERMANTOWN AVE  
8407 GERMANTOWN AVE  
8409 GERMANTOWN AVE  
8413 GERMANTOWN AVE  
8418-24 GERMANTOWN AVE



8419 GERMANTOWN AVE  
8425-27 GERMANTOWN AVE  
8426 GERMANTOWN AVE  
8428 GERMANTOWN AVE  
8429 GERMANTOWN AVE  
8429R GERMANTOWN AVE  
8430 GERMANTOWN AVE  
8432 GERMANTOWN AVE  
8433-35 GERMANTOWN AVE  
8434-36 GERMANTOWN AVE  
8437 GERMANTOWN AVE  
8438 GERMANTOWN AVE  
8439 GERMANTOWN AVE  
8440 GERMANTOWN AVE  
8441 GERMANTOWN AVE  
8442 GERMANTOWN AVE  
8450 GERMANTOWN AVE  
8500-10 GERMANTOWN AVE  
8501-05 GERMANTOWN AVE  
8507 GERMANTOWN AVE  
8511 GERMANTOWN AVE  
8512-16 GERMANTOWN AVE  
8513-15 GERMANTOWN AVE  
8517-19 GERMANTOWN AVE  
8518 GERMANTOWN AVE  
8518R GERMANTOWN AVE  
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8522 GERMANTOWN AVE  
8523 GERMANTOWN AVE

8524-26 GERMANTOWN AVE  
8527-29 GERMANTOWN AVE  
8528 GERMANTOWN AVE  
8530 GERMANTOWN AVE  
8532 GERMANTOWN AVE  
8600 GERMANTOWN AVE  
8601-03 GERMANTOWN AVE  
8605-07 GERMANTOWN AVE  
8609-11 GERMANTOWN AVE  
8612-14 GERMANTOWN AVE  
8615 GERMANTOWN AVE  
8616-18 GERMANTOWN AVE  
8617 GERMANTOWN AVE  
8620 GERMANTOWN AVE  
8622 GERMANTOWN AVE  
8623 GERMANTOWN AVE  
8623R GERMANTOWN AVE  
8624-26 GERMANTOWN AVE  
8625-39 GERMANTOWN AVE  
8628 GERMANTOWN AVE  
8630 GERMANTOWN AVE  
8632 GERMANTOWN AVE  
8634 GERMANTOWN AVE  
8636 GERMANTOWN AVE  
8638 GERMANTOWN AVE  
8640 GERMANTOWN AVE  
19 E GRAVERS LN  
10 W GRAVERS LN  
2 W HARTWELL LN  
5 E HIGHLAND AVE

9 E HIGHLAND AVE  
11 E HIGHLAND AVE  
12-14 E HIGHLAND AVE  
13 E HIGHLAND AVE  
15 E HIGHLAND AVE  
17 E HIGHLAND AVE  
9-23 W HIGHLAND AVE  
14 W HIGHLAND AVE  
16 W HIGHLAND AVE  
18 W HIGHLAND AVE  
25 W HIGHLAND AVE  
27 W HIGHLAND AVE  
30 W HIGHLAND AVE  
38 W HIGHLAND AVE  
47-49 W HIGHLAND AVE  
15 E MERMAID LN  
55 E MERMAID LN  
57 E MERMAID LN  
400 E MERMAID LN  
9 E MORELAND AVE  
10 E MORELAND AVE  
17 E MORELAND AVE  
19 E MORELAND AVE  
21 E MORELAND AVE  
18 W SOUTHAMPTON AVE  
25 W SOUTHAMPTON AVE  
11 E SPRINGFIELD AVE  
13 E SPRINGFIELD AVE  
15 E SPRINGFIELD AVE

17 E SPRINGFIELD AVE  
25 E SPRINGFIELD AVE  
27 E SPRINGFIELD AVE  
31 E SPRINGFIELD AVE  
33 E SPRINGFIELD AVE  
1 SUMMIT ST  
17 E WILLOW GROVE AVE  
24 E WILLOW GROVE AVE  
28 E WILLOW GROVE AVE  
30 E WILLOW GROVE AVE  
44 E WILLOW GROVE AVE  
46 E WILLOW GROVE AVE  
48 E WILLOW GROVE AVE  
50 E WILLOW GROVE AVE  
219 E WILLOW GROVE AVE  
350 E WILLOW GROVE AVE  
18 W WILLOW GROVE AVE  
31 W WILLOW GROVE AVE  
7673 WINSTON RD  
7714 WINSTON RD  
7720-22 WINSTON RD  
7724 WINSTON RD  
7725 WINSTON RD  
7727-29 WINSTON RD  
7733 WINSTON RD  
22 WOODALE AVE  
24 WOODALE AVE  
25 WOODALE AVE  
55 WOODALE AVE

**EXHIBIT A-3**  
**Ten Year Budget for Chestnut Hill Business Improvement District**

<b>REVENUE</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Total Assessment	\$460,000	\$460,000	\$473,800	\$488,014	\$502,654
Anticipated Non-Payment	-\$13,800	-\$13,800	-\$14,214	-\$14,640	-\$15,080
Anticipated Prior Year Collection	\$13,800	\$13,800	\$14,214	\$14,640	\$15,080
<b>TOTAL ASSESSMENT REVENUE</b>	<b>\$460,000</b>	<b>\$460,000</b>	<b>\$473,800</b>	<b>\$488,014</b>	<b>\$502,655</b>
<b>EXPENSES</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Physical Appearance (Cleaning, Maintenance)	\$175,000	\$175,000	\$180,250	\$185,658	\$191,227
Strengthen Local Economy (Destination Marketing, Economic Development)	\$150,000	\$150,000	\$154,500	\$159,135	\$163,909
Parking, Safety & Security	\$25,000	\$25,000	\$25,750	\$26,523	\$27,318
Business District Neighborhood Initiatives	\$35,000	\$35,000	\$36,050	\$37,132	\$38,245
Personnel and Administration	\$75,000	\$75,000	\$77,250	\$79,568	\$81,955
<b>TOTAL OPERATING EXPENSES</b>	<b>\$460,000</b>	<b>\$460,000</b>	<b>\$473,800</b>	<b>\$488,014</b>	<b>\$502,654</b>
<b>Operating Income (Loss)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>REVENUE</b>	<b>YEAR 6</b>	<b>YEAR 7</b>	<b>YEAR 8</b>	<b>YEAR 9</b>	<b>YEAR 10</b>
Total Assessment	\$517,734	\$533,266	\$549,264	\$565,742	\$582,714
Anticipated Non-Payment	-\$15,532	-\$15,998	-\$16,478	-\$16,972	-\$17,481
Anticipated Prior Year Collection	\$15,532	\$15,998	\$16,478	\$16,972	\$17,481
<b>TOTAL ASSESSMENT REVENUE</b>	<b>\$517,734</b>	<b>\$533,266</b>	<b>\$549,264</b>	<b>\$565,742</b>	<b>\$582,714</b>
<b>EXPENSES</b>	<b>YEAR 6</b>	<b>YEAR 7</b>	<b>YEAR 8</b>	<b>YEAR 9</b>	<b>YEAR 10</b>
Physical Appearance (Cleaning, Maintenance)	\$196,964	\$202,873	\$208,959	\$215,228	\$221,685
Strengthen Local Economy (Destination Marketing, Economic Development)	\$168,826	\$173,891	\$179,108	\$184,481	\$190,016
Parking, Safety & Security	\$28,138	\$28,982	\$29,851	\$30,747	\$31,669
Business District Neighborhood Initiatives	\$39,393	\$40,575	\$41,792	\$43,046	\$44,337
Personnel and Administration	\$84,413	\$86,946	\$89,554	\$92,241	\$95,008
<b>TOTAL OPERATING EXPENSES</b>	<b>\$517,734</b>	<b>\$533,266</b>	<b>\$549,264</b>	<b>\$565,742</b>	<b>\$582,714</b>
<b>Operating Income (Loss)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## **EXHIBIT A -4**

### **BY-LAWS OF THE CHESTNUT HILL BUSINESS IMPROVEMENT DISTRICT, INC.**

**Amended May 11, 2023**

#### **ARTICLE I**

##### **SECTION 1.01 - OFFICES; REGISTERED AGENT**

The principal office of the Corporation shall be located at such location or locations in Philadelphia, PA as the Board of Directors ("Board") may hereafter designate corresponding section of any future Federal Tax code.

#### **ARTICLE II**

##### **SECTION 2.01 - PURPOSES.**

The Corporation shall:

- (a) Operate a Neighborhood Improvement District (NID) also referred to as a Business Improvement District (BID) and function as a Neighborhood Improvement District Management Association (NIDMA), as defined by the Neighborhood Improvement District Act, 73 P.S. § 831, et seq.
- (b) Formulate, promote, and implement the economic revitalization and general welfare of the commercial area of the NID.
- (c) Provide a self-help mechanism by which relevant interests can expand business opportunities and sales, improve property values, and enhance the environment, and safety for residents, shoppers, and visitors.
- (d) Mobilize public and private resources for this purpose.
- (e) In light of the common purposes of the Corporation and the Chestnut Hill Community Development Corporation (CHCDC), a non-profit Pennsylvania corporation; and in order to promote the efficient delivery of services to the District, the Corporation assigns its day-to-day management to the CHCDC.

##### **SECTION 2.02 - TAX CODE.**

Said Corporation is organized exclusively for charitable, educational, religious, or scientific purposes, with the meaning of section 501 (c)3 of the Internal Revenue code (or corresponding section of any future Federal Tax code). Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501 (c)3 of the Internal Revenue code (or corresponding section of any future Federal tax code) or (b) by a corporation, contribution to which are deductible under Section 170(c)2 of the Internal Revenue code (or corresponding section of any future Federal tax code).

## SECTION 2.03 - DISSOLUTION.

In the event the Corporation ceases to function as envisioned in Section 2.01, the Board of Directors shall vote to dissolve the Corporation and the 501(c)3 entity. In the event of such dissolution, all of the Corporation's assets, after satisfying any creditors, shall be distributed to the Chestnut Hill Community Development Corporation (CHCDC) or in its absence, to an organization which is identified as an exempt purpose within the meaning of 501(c)3 of the Internal Revenue code, i.e., charitable, educational, religious or scientific, or corresponding section of any future Federal Tax code.

## SECTION 2.04 - MEMBERSHIP.

All owners of assessed properties who are current in their assessment payments and who have paid their City of Philadelphia real estate taxes within the calendar year or who have filed an appeal with the City of Philadelphia shall be members of the corporation. Corporation members may vote for (i) the election of Directors, (ii) the annual budget, and (iii) such other matters as are set forth in these by-laws. Members may also attend Board meetings, serve on the Board and serve on committees. Each member shall be entitled to one (1) vote.

## Section 2.05 – MEETINGS OF MEMBERS.

The annual meeting of the corporation shall be held each year at a time and place established by the Board. The Secretary shall cause to be mailed, at least thirty days prior to the date thereof, to every member in good standing at his or her last known address a notice stating the time and place of the annual meeting and the matters to be covered at the meeting. Notice of the date, time and place of the annual meeting shall also be published in the *Chestnut Hill Local* at the time of the mailing of such notice. Special meetings of members may be called by the Board at any time and shall be called by the Chair of the Board upon request by fifty (50) percent of the members. The Secretary shall cause to be mailed, at least thirty days prior to the date thereof, to every member in good standing at his or her last known address a notice stating the time and place of the special meeting and the matters to be covered at the meeting. Notice of the date, time and place of the special meeting shall also be published in the *Chestnut Hill Local*, on the Chestnut Hill Business District website and through electronic email communication to members at the time of the mailing of such notice.

A majority of members shall be required for a quorum for any meeting of members. The vote of a majority of members constituting such a quorum at a meeting duly called and constituted shall be sufficient to approve any matter. In the absence of a quorum, the members present by a majority vote and without notice other than by announcement at the meeting may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. Members may attend meetings in person or by duly executed proxy.

## ARTICLE III

### SECTION 3.01 - BOARD OF DIRECTORS.

The Board of Directors shall consist of eleven (11) voting members, which shall be comprised of one (1) assessment paying property owner within the NID boundaries whose single or combined assessed property value is above five (5) million dollars; and one (1) assessment paying property owner whose assessed property value is one (1) million dollars or more; and two (2) assessment paying property owners whose assessed property value is one (1) million dollars or less; and four (4) business owners who are in good standing in the business community : that is, who are up to date in payment of either BID property tax assessments or Chestnut Hill Business District member dues are current, and whose lease extends through the period of his or her

proposed term as a Director (It is recommended that two business owners should be located below Southampton Avenue and within the BID map and two business owners should be located above Southampton Avenue and within the BID map); one (1) assessment paying property owner who leases a parking lot to the Chestnut Hill Parking Foundation (CHPF); one (1) member appointed by the President of the Chestnut Hill Garden District Fund (CHGDF) ; one (1) appointee from the Chestnut Hill Community Association (CHCA) .

The board shall also have two (2) non-voting members, including a member of the municipal governing body, and the Executive Director of the Chestnut Hill Business District, the non-voting members do not have to be assessment-paying property owners.

The incorporators shall serve as the Board of Directors until the first organizational meeting of the Board, which organizational meeting shall be held promptly after formation of the NID and approval thereof as required by law. The policies, activities and affairs of the corporation shall be determined by the Board of Directors who shall exercise all of the powers of the Corporation and shall keep full and fair accounts of all its transactions.

#### SECTION 3.02 - TERM OF OFFICE.

The Directors shall be divided into two classes by the Chair at the organizational meeting, with half of the Directors in the first class and the balance in the second class and not more than one of such members being a person appointed by the Chestnut Hill Business Association. The term of office of the first class shall expire at the next annual meeting of the Corporation after their selection and the term of office of the second shall expire at the second annual meeting. At each annual meeting, Directors, having been nominated by a Nominating Committee of the Board, shall be elected by vote of the membership by secret ballot for terms of two years. In the event of a vacancy, the Executive Committee shall nominate assessment-paying property owners to fill any vacancies, which shall be filled by majority vote of those Board members present and voting.

Each Director may serve a maximum of three (3) consecutive two (2) -year terms. A Director may not serve on the Board again until at least one (1) year has elapsed since the end of his/her last term.

#### SECTION 3.03 - ELECTION OF DIRECTORS.

Directors who are not appointed by an organization as provided in Section 3.01 shall be elected by the membership by secret ballot at an Annual Meeting. Nominees for election as Director shall have been nominated by a Nominating Committee of the Board in accordance with Section 4.03.

#### SECTION 3.04 - REMOVAL OF DIRECTORS.

At any meeting of the Directors, duly called and at which a quorum is present, the Directors may, by a majority vote of the entire Board, remove with or without cause any Director from office and may elect a successor to serve for the balance of the term of such removed officer. Vacancies occurring in the Board for any reason may be nominated by the Chair and filled by a vote of a majority of the Directors then in office. A Director elected to fill a vacancy shall be elected to hold office for the unexpired term of his or her predecessor.

#### SECTION 3.05 - MEETINGS OF THE BOARD.

The Board of Directors shall meet twice a year, with additional meetings as the board may direct. The first meeting will be within thirty (30) days of the start of the fiscal year (June 1) and the second meeting to review and/or approve the budget and discuss elections of

subsequent board in May, the last month of the fiscal year. Regular meetings of the Board will be scheduled at the annual meeting by the Board, and no notice of place, day and hour of regularly scheduled meetings need be specially given to any Director. Special meetings of the Board may be called by the Chair of the Board, or by agreement of any three (3) Directors. Notice of the place, day and time of such special meeting shall be given to each Director at least three (3) days before the meeting, by delivering the same to him/her personally, or by leaving the same at his/her residence or usual place of business, by contacting him/her by telephone, or in the alternative by mailing such notice at least six (6) days before the meeting, postage prepaid, and addressed to him/ her at his/her last known address. Any notice of a special meeting shall state the business to be transacted. Meetings of the Board may be conducted by conference call if all "present" can hear and participate.

#### SECTION 3.06 - QUORUM.

Seven (7) members of the Board shall constitute a quorum for the transaction of business. Except in cases in which it is by statute, by the Certificate of Incorporation or by the By-Laws otherwise prohibited, the vote of a majority of such quorum at a duly constituted meeting shall be sufficient to pass any measure.

#### SECTION 3.07 – ANNUAL BUDGET

The Board shall have the authority to set the annual assessment rate as part of the budget process. This rate can equal no more than .99% of the assessed value of the property. Upon approval by the Board of a proposed annual budget, a meeting of members shall be called for the purposes of receiving comments on and discussion of the condition of the district, on the need for improved services and the proposed budget. Notice of such meeting shall be given to members as provided in Section 2.05, but there shall be no requirement to satisfy the provisions of Section 2.05 with respect to consideration of the proposed budget so long as such matter is not submitted to a vote of members at such meeting. A budget, including any modification made by the Board following this meeting, shall thereafter be submitted to members for approval at the Annual Meeting. The board will use its best efforts to conduct its operations for the year according to this budget. In the event of the members fail to approve the budget, the Board shall not set an annual assessment rate for such year but shall instead resubmit a revised budget to members for approval until such time as a budget is approved by members or shall vote to dissolve the Corporation as provided in Section 2.03.

#### SECTION 3.08 - COMPENSATION.

No part of the net earnings of the Corporation shall inure to benefit of, or be distributable to its members, trustees, directors, officers, or other private persons, except that of the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501 (c)3 purposes. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

### ARTICLE IV

#### SECTION 4.01 - COMMITTEES GENERALLY.

The Board may provide for standing or special committees with such powers and duties as it deems desirable and may discontinue the same at its pleasure. The members of certain committees shall be assessment-paying property owners, who are members of the Corporation

as provided in Section 2.04; shall be appointed by the Board; and the committee chair named by the Chair of the Board. From time to time, special committees may be named by the Board to advise it on issues on which additional perspective may be required; public meetings may be held to solicit advice from those concerned about the economic well-being of the District. Except as provided below with respect to the Executive Committee and the Nominating Committee, at least one member of each standing committee or special committee shall be a member of the Board; the remaining members of such committees may, but need not, be members of the Board. Vacancies on any committee shall be filled by the Chair of the Board.

#### SECTION 4.02 - EXECUTIVE COMMITTEE.

There shall be an Executive Committee consisting of the Chair, Vice-Chair, Secretary, Treasurer, Executive Director. The elected members of the Executive Committee shall be elected pursuant to Article V of these by-laws.

#### SECTION 4.03 - NOMINATING COMMITTEE.

There shall be a Nominating Committee, appointed by the Chairman, consisting of at least one voting member of the Board. The purpose of the Nominating Committee shall be to consider and recommend to the Board candidates for election to the Board by members. All persons recommended for election as directors shall meet the qualifications for serving set forth in Section 3.01 and shall have indicated to the Nominating Committee that he or she is willing to serve if elected. The Nominating Committee will make its recommendations to the Board in a timely fashion in order to permit the Board to submit candidates for election to the Board to the members in a timely fashion. No nominations shall be made for Trustees from the floor of the members' meeting.

#### SECTION 4.04 - COMMITTEE REPORTS.

All recommendations by a committee shall be reported to the Board.

#### SECTION 4.05 - MEETINGS OF COMMITTEES.

Each committee shall meet at the call of the chair of the committee or any two members of the committee.

### **ARTICLE V**

#### SECTION 5.01 - EXECUTIVE OFFICERS.

At the Annual Meeting, the membership shall elect a Chair of the Board, Vice-Chair, Secretary and Treasurer from among the Directors to serve for one-year terms, and until their successors are elected and qualified. Any vacancy existing in any such office shall be filled by appointment of the Board until the next Annual Meeting.

#### SECTION 5.02 - CHAIR AND VICE-CHAIR OF THE BOARD.

The Chair (or Vice-Chair in the absence of the Chair) of the Board shall preside at all meetings of the Board at which he/she shall be present.

The Vice-Chair of the Board, at the request of the Chair or in his/her absence, or during his/her inability to act, shall perform the duties and exercise the functions of the Chair of the Board, and when so acting shall have the powers of the Chair of the Board. The Vice-Chair shall have such other duties as may be assigned to him/her by the Chair.

The Chair shall have general charge and supervision of the activities and affairs of the Corporation. When authorized by the Board, he/she may sign and execute in the name of the Corporation all authorized instruments, except in cases in which the signing and execution thereof



shall have been expressly delegated by resolution of the Board to some other officer or agent of the Authority.

#### SECTION 5.03 - EXECUTIVE DIRECTOR.

The Executive Director shall be hired by the Chestnut Hill Community Development Corporation (CHCDC) or their appointed hiring subcommittee. He/she shall perform all duties incident to the office of the Executive Director, including supervision of services, maintenance of accounts, notices and such other duties as from time to time may be assigned by the Board. The Executive Director may be removed by the Board with or without cause and, in the event of a vacancy, his or her successor shall be appointed by the Board.

#### SECTION 5.04 - SECRETARY.

The Secretary shall keep the minutes of the meetings of the Board of Directors in books provided for this purpose. He/she shall see that all notices are duly given in accordance with the provision of the by-laws or as required by law. He/she shall be custodian of the records of the Corporation; see that the corporate seal is affixed to all documents which require said seal and which has been authorized to execute on behalf of the Corporation and when so affixing may attest to same; and, in general, perform all duties as, from time to time, may be assigned by the Board or the Chair.

#### SECTION 5.05 - TREASURER.

The Treasurer shall have charge of and be responsible for all funds, securities, receipts, and disbursements of the Corporation, and shall deposit or cause to be deposited in the name of the Corporation all monies and other valuable effects in such bank, or other depositories as shall, from time to time, be collected by the Board. Whenever required, he/she shall provide an account of the financial condition of the Corporation, and, in general, shall perform all duties incident to the office of a treasurer of a Corporation and such other duties as may be assigned to him/her by the Board or the Chair. He/she shall make a presentation on the fiscal condition of the Corporation at the Annual Meeting.

#### SECTION 5.06 - SUBORDINATE OFFICERS.

The membership may from time to time elect such subordinate officers as it may deem desirable. Each such officer shall perform such duties as the Board or the Chair may prescribe.

### **ARTICLE VI**

#### SECTION 6.01 - CHECKS, DRAFTS, ETC.

All checks, drafts, or other orders for payment of money, and all notes, bonds or other evidence of indebtedness issued in the name of the Corporation in excess of Five Hundred Dollars (\$500.00) shall be signed by two (2) members of the Executive Committee, who shall be identified as signatories, and whose signatures shall be on file with the Corporation's bank. All checks, drafts, or other orders for payment of money, and all notes, bonds or other evidence of indebtedness issued in the name of the Corporation in amounts less than Five Hundred Dollars (\$500.00) shall be signed by one (1) of the two (2) aforementioned members of the Executive Committee.

#### SECTION 6.02 - ANNUAL REPORTS.

There shall be prepared annually a full and correct statement of the affairs of the Corporation, including a balance sheet and a statement of operations from the preceding year

audited and certified by an independent Certified Public Accountant, whose report shall be submitted at a regular meeting of the directors and filed immediately thereafter at the principal office of the Corporation. Such a statement shall be prepared by the Chair or such other executive officer of the Corporation as may be designated by the Board of Directors. This report shall be mailed to all members of the Corporation.

#### SECTION 6.03 - FISCAL YEAR.

The fiscal year of the Corporation shall begin June 1 unless otherwise specified by the Board of Directors by Resolution.

### SECTION VII

#### SECTION 7.01 - SEAL.

The Board of Directors shall provide a suitable seal, bearing the name of the Corporation, which shall be in the custody and charge of the Secretary.

#### SECTION 7.01 - BONDS.

The Board of Directors may require any officer, agent or employee of the Corporation to give a bond to the Corporation conditioned upon the faithful discharge of his duties with one or more sureties and in such amount as may be satisfactory to the Board of Directors.

#### SECTION 7.02 - BONDING.

The Corporation shall insure itself for liability of its Officers and Directors and may require bonding where deemed necessary by the Board.

#### SECTION 7.03 - PERSONAL LIABILITY OF DIRECTORS.

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: the director has breached or failed to perform the duties of his or her office under 15 PA C.S. Section 5101, et seq.; the breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness.

This Section 7.03 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 7.04 - AMENDMENTS.

A motion to amend, alter, repeal, or enact a new by-law may be introduced, considered and discussed, but not voted on, at any meeting of the Board, provided that at least ten (10) days prior to such meeting a full written statement of the exact language of the motion and the time, place and day of the meeting when the motion will be introduced has been delivered to every member of the Board by any available means such as email, phone call or regular mail. Provided the above-said motion is duly seconded, the Chair of the Board shall fix and announce a subsequent meeting date within a reasonable number of days when the motion shall be brought to a vote. An affirmative vote of a majority of the entire Board shall be required to carry said motion. The procedures and notice of requirements shall apply irrespective of any contrary provisions which may be contained in these by-laws.

## SECTION 7.05 - SPECIAL AMENDMENT PROVISIONS.

Notwithstanding the provisions of Section 7.04, no amendment or alteration to, or repeal of, Sections 2.04, 2.05, 3.01, 3.02, 3.03, 3.07 and 7.05 of these by-laws shall be effective unless the same is approved as set forth in Section 7.04 and is approved by the members at a duly called and convened meeting.

## SECTION VIII

### SECTION 8.01 - FINANCIAL REPORTS.

The directors of the Corporation shall cause to be prepared an annual financial report which shall be disseminated among all assessment-paying property owners.

### EXHIBIT B

#### Standard City Provisions

##### Prohibited Gifts

Pursuant to Executive Order 03-11, no official or employee in the Executive and Administrative Branch of the City shall solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment or loan from any of the following sources:

- (1) A person seeking to obtain business from, or who has financial relations with, the City;
- (2) A person whose operations or activities are regulated or inspected by any City agency;
- (3) A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
- (4) A person seeking legislative or administrative action by the City; or
- (5) A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.

NIDMA understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

Furthermore, if NIDMA offers or gives, directly or indirectly, anything of value to any City official or employee in violation of Executive Order 03-11, it will constitute a default by the NIDMA and entitle City to exercise any rights or remedies available to it under this Agreement, at law and in equity.

##### Certification of Non-Indebtedness

(a) NIDMA hereby certifies and represents to City that NIDMDA and NIDMA's parent company(ies) and subsidiary(ies), affiliate(s), if any, are not currently indebted to the City, and will not during the Term of this Lease be indebted to the City, for or on account

of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no payment plan satisfactory to the City has been established.

(b) NIDMA shall require all contractors and subcontractors performing repairs, and/or alterations, and or services within the District to sign a certification of non-indebtedness in favor of the City, which certification shall include the following provisions and NIDMA shall cooperate with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

\_\_\_\_\_ ("Subcontractor") hereby certifies and represents that Subcontractor and Subcontractor's parent company(ies) and their subsidiary(ies), are not currently indebted to The City of Philadelphia ("City"), and will not at any time during the Term of this Agreement be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, Subcontractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to Subcontractor for services rendered in connection with this Agreement and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to Subcontractor and/or the termination of the Agreement for default (in which case Subcontractor will be liable for all excess costs and other damages resulting from the termination)."

(c) Any breach or failure to conform to the aforesaid certifications shall constitute a default by NIMDA and entitle the City to exercise any rights or remedies available to it under this Agreement, and at law and in equity.

#### Nondiscrimination

(a) In accordance with Chapter 17-400 of The Philadelphia Code, NIMDA agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, or privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, an Event of Default under this Agreement entitling the City to all rights and remedies provided in this Lease or otherwise available at law or in equity.

(b) NIMDA agrees to include subparagraph (a) of this Section, with appropriate adjustments for the identity of the parties, in all subcontracts which are

entered into for work to be performed pursuant to this Lease.

(c) NIMDA further agrees to cooperate with the Commission on Human Relations in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code, and failure to do so constitutes an Event of Default entitling Landlord to all rights and remedies provided in this Lease or otherwise available at law or in equity.

#### Fair Practices

NIDMA agrees, in performing this Agreement, to comply with the provisions of the Fair Practices Ordinance, Chapter 9-1100 of The Philadelphia Code (as it may be amended from time to time, the "Code"), which prohibits, inter alia, discrimination on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap or marital status with respect to employment.