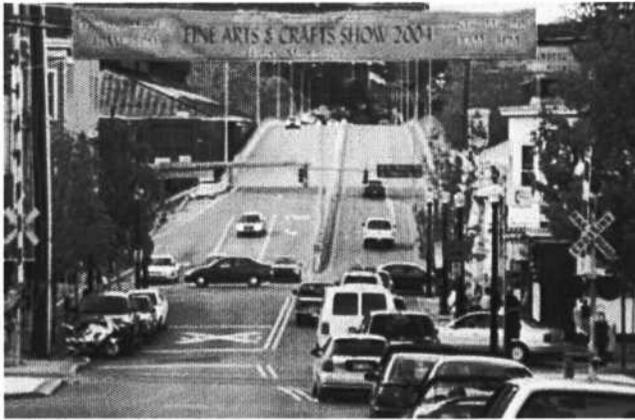


SOUTH*Side* Community Benefit District



***PLAN FOR A COMMUNITY BENEFIT DISTRICT
FOR
SOUTHSIDE BETHLEHEM, PENNSYLVANIA***

AUGUST 2013

Southside Bethlehem Community Benefit District

PLAN – AUGUST 2013

1) **CBD Boundary Map:** Attached hereto as Exhibit “A.”

2) **Written Report**

- i) **Name of the Proposed District:** In accordance with the Act of December 20, 2000, P.L. 949, 73 Pa C.S.A. §831 et seq., an Act of the Legislature known as the “Neighborhood Improvement District Act,” the name of the proposed district shall be the *Southside Bethlehem Community Benefit District* (SBCBD). Due to the evolving nature of land uses in the Southside Bethlehem district, the appropriate sub-category under the NID Act would be a M.I.D. (Mixed-use Improvement District), 73 Pa. C.S.A. §833.
- ii) **Detailed Description of the Service Area:** Attached hereto as Exhibit “B”.
- iii) **List of All Properties to be Assessed:** Attached hereto as Exhibit “C”.
- iv) **Proposed Improvements within the SBCBD and their Estimated Cost:** The improvements listed under Section V hereinafter will continue on a regular basis, as needed, for the life of the SBCBD. Those basic special benefit services and tasks represent the solution to the current needs within the proposed District and are the primary reason for which the SBCBD is being established. During the first year of the SBCBD, these improvements will be performed at the estimated costs set forth in Section V. They include, but are not limited to:
- Trash removal from sidewalks, curbs, public parking lots, tree wells and vacant lots
 - Weed removal and maintenance of public planters and flower boxes
 - Graffiti removal from light poles, mail boxes, dumpsters and newspaper racks
 - Power washing high traffic sidewalks and common areas
 - Snow removal of crosswalks handicap ramps
 - Pedestrian security and assistance
 - Dissemination of information from the City to downtown businesses
 - Safety patrol providing “eyes and ears” for Bethlehem police
 - Management of CBD volunteer recruitment and activities
 - Oversight of CBD fundraising efforts
 - Oversight of event planning and implementation
 - Development and implementation of District marketing and public relations initiatives

- Development and implementation of advertising campaigns related to retail and restaurant trade as well as special events
- Capital improvement initiatives including but not limited to purchase and installation of planters, bike racks, trash cans and recycling bins, etc.
- Coordination with the City on planning and design of streetscape enhancements and other improvements to enhance the pedestrian friendliness of the District
- Advance District business recruitment and retention efforts
- Serve as liaison between the downtown business community and City of Bethlehem staff, as well as non-profit organizations and other community groups

v) **Proposed SBCBD Budget for First Fiscal Year:**

Personnel and Administration (including Operation and Maintenance)	\$170,000
Programs and Services	\$175,000
<u>Capital Expenditures</u>	<u>\$80,000</u>
Total	\$425,000

A SBCBD Advisory Council working in cooperation with the Neighborhood Improvement District Management Association (NIDMA), aka the Southside Bethlehem Community Benefit District Inc. (SBCBD Inc.), will determine how the sub-categories of expenses shall be allocated for each calendar year that the district is in place. The SBCBD Inc., serving in the capacity of the NIDMA shall be authorized to expend those funds consistent with this plan, based upon identified priorities from year to year. As the SBCBD succeeds, the needs of the District will evolve and the percent of total costs of the various budget categories will shift accordingly.

The SBCBD shall commence on the date following acceptance of the Ordinance authorizing the final SBCBD Plan by Bethlehem City Council ("Commencement Date"). "First Calendar Year" will be hereinafter defined as the year commencing on the 1st day of January of that year. If the Commencement Date is other than January 1st, then the period of time occurring between the Commencement Date and the next occurring December 31st shall be referred to herein as the "Partial Calendar Year". However, the Commencement must be effective within eighteen (18) months of the date of the Ordinance authorizing this plan or the SBCBD will automatically terminate. (Section 7 (12)(2) "All assessments authorized under this section shall be calculated using January 1st as the first day of the fiscal year.")

vi) **Proposed Revenue Sources for Financing all Proposed Project Improvements:**

Currently the SBCBD is anticipated to have three primary funding sources: (1) CBD Fees from non-single family residential taxable parcels; (2) voluntary CBD contributions from tax exempt and residential parcels; and (3) other income such as grants, sponsorships, and program income.

1) **Sources (Data according to Northampton County Real Estate Records):**

(1) Non-Single Family Residential Taxable Parcels: As of the Base Year there are approximately 215 total non-single family residential taxable properties within the District with a total combined Assessment for the Base Year of \$25,548,200. Multiplying the taxable properties by the appropriate CBD rate per this Plan equates to approximately \$173,728 in total annual CBD Fees due and owing.

(2) Single Family Residential and Tax Exempt Parcels: These parcels will not be required to pay or be assessed a CBD Fee. However, the SBCBD will seek written commitments from the tax-exempt groups in the proposed district to contribute to the CBD.

(3) Other Income: Grants, sponsorships, and program income

We anticipate a combined income from the tax exempt parcels and other program income of approximately \$251,272 per year. This amount of income is estimated based on preliminary discussions and commitments from several tax exempt property owners and nonprofit organizations and is subject to change based on final annual commitment levels.

Non-Single Family Residential Taxable Parcels	\$173,728
Single Family Residential and Tax Exempt Parcels and Other Income (Anticipated annual contributions)	\$251,272
Total	\$425,000

vii) **Estimated Time for Implementation and Completion of All Proposed Project Improvements, Programs, and Services:**

The District is proposed to be in place for five (5) years plus any partial year, as defined herein below. The first year assessment billing will be sent to affected parcel owners within 60 days following the commencement date.

The initial primary focus of the services to be funded through the SBCBD will be those associated with enhancing the cleanliness and safety of the District.

In lieu of SBCBD Inc. hiring employees directly to implement these services, a company or companies specializing in overseeing such programs for CBDs and which has a proven track record may be contracted.

viii) **The Administrative Body which will Govern and Administer the CBD:**

Consistent with the provisions of the NID Act, Section 6, the Southside Bethlehem Community Benefit District Inc. (SBCBD Inc.), a Pennsylvania non-profit corporation, shall be formed and designated to manage the CBD as its Neighborhood Improvement District Management Association (NIDMA) and will do so through a District Advisory Council to be established solely to oversee and implement the activities of the CBD. The NID Legislation states, "When a municipality establishes a NID under this act, the Neighborhood Improvement District Management Association shall be designated by the governing body of the municipality in which the NID is located to administer programs, improvements and services in the NID." NIDs created pursuant to the NID law shall be administered by a NIDMA which shall be an authority created pursuant to the act of May 2, 1945 known as the Municipality Authorities Act of 1945, an existing non-profit development corporation, or a non-profit corporation or a non-profit corporation established by the governing body ... of the Municipality. ... "Where an existing non-profit corporation or other non-profit corporation is to serve as the NIDMA, the board shall be appointed according to the bylaws of the NIDMA filed with the Department of State". A letter will be sent to the City of Bethlehem requesting that SBCBD Inc. be designated as the administrative body that will govern and administer the CBD. The following supportive documentation will be filed with the Clerk of the City of Bethlehem in support of SBCBD Inc.'s request to be designated as the administrative body for the SBCBD: (1) Final CBD Plan; (2) Designation of SBCBD Inc. as a 501(c)(3); (3) A copy of

SBCBD Inc.'s by-laws. All documents will be available at the Office of the City Clerk of the City of Bethlehem.

ix) **Powers and Duties of and the Method for Making Decisions by SBCBD Inc.:**
SBCBD Inc., serving in the capacity of the Neighborhood Improvement District Management Association, will make decisions according to its draft bylaws, which are attached hereto as Exhibit D.

x) **Method of Determining the Assessment Fee to be Levied on Property Owners within the SBCBD:**

All non-single family residential taxable properties within the boundaries of the proposed SBCBD shall be assessed an annual special assessment fee defined herein as the CBD Fee, in accordance with the Neighborhood Improvement District Act (NID) Act of 2000, P.L. 949, No. 130 (the "Statute"). A millage rate of 6.8 shall be assessed annually on all non-single family residential taxable properties.

The CBD Fee shall be determined by multiplying the applicable millage rate by the current Northampton County Assessed Fair Market Value of Buildings and Land. SBCBD Inc. shall provide an invoice one time per year to each property owner outlining: the current County Assessment; the appropriate millage rate; the CBD Fee due and owing; and the date upon which the CBD Fee is due. Listed on each invoice will be contact information for any questions and concerns along with remittance information.

The CBD Fee may be paid in installments by the property owner, as set forth by SBCBD Inc. and in the applicable Ordinance of the City of Bethlehem. Early payment discounts, late payment penalties, and interest accrued on each overdue installment will follow the same rates as those used by the City of Bethlehem for City real estate taxes. If the property owner fails to pay any installment for a period of 90 days after it is due, the City may accelerate the annual assessment, and interest will accrue at the then current legal rate on the entire annual assessment from the date the installment was due. These amounts will become a lien on the property from the due date of the first installment. Liens on the property will be filed by the City of Bethlehem.

1) **County Assessed Value Defined:** The County Assessed Value of a property shall be equal to that value which is determined by the Northampton County Assessor's Office and which is the basis for the payment of real estate

taxes paid to the County of Northampton, City of Bethlehem, Bethlehem Area School District, and any other authorized taxing bodies.

2) **Single Family Residential Property Defined:** For the purposes of calculating the appropriate CBD fee, single family residential properties shall be those tax parcels identified as Northampton County Land Use Generalized Codes 110 (Single Family Residential) or 151-152 (Condo common element and fee simple).

3) **Base Year Defined:** The Base Year shall be 2014 and is commonly referred to herein as the Base Year and/or Base Year Assessment. The County Assessed Values from 2014, the Base Year, shall be defined herein as any and all property assessments that were in place as of December 31, 2013. The County Assessed Values shall be used to establish the Initial CBD Fee for the Base Year of 2014.

4) **Periodic Changes:**

- a. In the event that a lot combination plan is filed, then the new parcel resulting from the combination shall be obligated to pay the minimum of the sum of the CBD Fees that would have been payable from each individual lot and block prior to being combined.
- b. In the event that a lot subdivision is filed, each new lot and block resulting from the subdivision shall be obligated to pay a CBD Fee in the prorata amount of the total CBD Fee due on the original lot and block with the prorata amount being calculated as the percentage of each lot area divided by the total original lot area prior to subdivision.
- c. In the event that a condominium is created, each non-residential unit in the condominium shall be obligated to pay a CBD Fee calculated by using the County Assessed Value of the unit as of December 31st of the first full year following the recordation of the Declaration for the condominium in question. Each residential unit in the condominium that would qualify as a Single Family Residential property per Section X(2) of this plan shall not be obligated to pay an annual CBD Fee.

5) **Millage Rate:** On September 1st of each year following the Base Year, SBCBD Inc. shall review the data from all properties within the SBCBD and, based

upon that data shall make any permitted adjustments to the CBD fee. For the Base Year of 2014, the millage rate shall be 6.8 mills per year for all non-single family residential taxable parcels.

3) Additions to Plan

i) **Specific Duties and Responsibilities of SBCBD Inc. and the City of Bethlehem with respect to the SBCBD**

1) SBCBD Inc. shall have all powers and authorities reserved to them respectively under the Neighborhood Improvement District Act. SBCBD Inc., in consultation with the SBCBD Advisory Council, shall retain the right to alter the budget and budget categories, within reason, over the life of the district, based upon determined priorities by SBCBD Inc. The responsibility of each party shall be consistent with the requirements listed in the written agreement between SBCBD Inc. and City of Bethlehem.

2) SBCBD Inc. shall also:

- Send invoices to all owners of property within the CBD;
- Send notices of both delinquent payments, and requests for lien removal to the City;
- Collect revenues pursuant to Section 2 above;
- Submit annual audits to the City of Bethlehem.

3) The City of Bethlehem shall:

(1) File liens:

(a) Claims to secure the assessments shall be entered in the Office of the Prothonotary of Northampton County.

(b) Bills for lien costs shall be sent to the SBCBD Inc.

(2) Continue to provide municipal services, including but not limited to policing, trash pickup and street cleaning at the same level at which these services would be provided in the absence of the SBCBD.

ii) **Require a Written Agreement be signed by the City and SBCBD Inc. describing in detail their respective duties and responsibilities:** Within ninety (30) days of the passing of the Ordinance creating the SBCBD, SBCBD Inc. and the City shall enter into a written agreement (the "Agreement") as specified by Pennsylvania state law which mandates that the City maintain the same level of municipal programs and services within the CBD after designation of the CBD as before

designation. The Agreement shall describe in detail the respective duties and responsibilities of the City and SBCBD Inc. set forth in 3.i and otherwise herein.

- iii) **Tax Exempt Properties:** The SBCBD Inc. will strongly encourage tax exempt property owners to contribute to the CBD in an effort to offset the costs of providing them the special benefits under the CBD.
- iv) **Municipal Programs and Services:** For the Agreement referred to in Section 3.ii herein, it is acknowledged that the Agreement shall require the City to maintain the same level of municipal programs and services provided within the SBCBD designation as after SBCBD designation, to the extent that municipal programs and services directly relate to this plan.
- v) **Sunset Provisions:** In accordance with the Pennsylvania Neighborhood Improvement District (NID) Act of 2000, P.L. 949, No. 130, Section 4 (9) relating to the powers of the municipal corporation relative to the establishment of the CBD, the initial term for any sunset provision must be at least five years. The initial term for SBCBD shall be five (5) years plus any partial year. Re-authorization of the SBCBD may be approved by the City of Bethlehem for an additional term provided that SBCBD Inc. shall:
 - 1) Provide a third-party performance review of the effectiveness of the CBD during its first term, along with any local legislation relating to the request for re-authorization.
 - 2) Submit a revised plan for the Downtown SBCBD in accordance with the Neighborhood Improvement District (NID) Act of 2000, P.L. 949, No. 130, Section 5, and as it may have been amended in the intervening years.
- vi) **Disestablishment:** Although the CBD is proposed to be established for five years commencing in 2014, the property owners funding the CBD's programs and activities may use provisions of the Act to disestablish the CBD upon the presentation of written protest to the Municipality. Section 8 of the NID law states "Any request for termination of the NID and NIDMA approved by 40% of the assessed property owners, in numbers, located in the NID shall be submitted to the governing body of the municipality in writing. The governing body shall hold a hearing on the merits of the same, pursuant to section 5(b)(2) as it relates to the required procedure of holding a hearing. Such written request shall be considered by the governing body of the municipality. If the request is approved by the governing body of the municipality, then a resolution to that effect shall be filed with the Secretary of the Commonwealth, and the Secretary shall note the termination of existence on the record of the incorporation and return the resolution with his or her approval shown on the resolution to the municipal corporation." ... "Before the decision to terminate a NID and NIDMA is made, such termination must be approved by 40% of the assessed property owners, in

numbers, located in the NID and shall be submitted to the governing body of the municipality in writing”.

vii) **Collection of All Property Assessment Fees:** SBCBD Inc. will determine the most reliable collection method for the CBD Fees once the ordinance establishing the CBD has been adopted, and will be responsible for the collection of all fees up to the point where the filing of a lien is appropriate.

viii) **Defeating the Establishment of SBCBD:** A negative vote by 40% or more of the affected property owners within the CBD boundary shall be required to defeat the establishment of the proposed CBD. A negative vote of a property owner shall be registered when the property owner files a written objection with the City Clerk of the governing body within 45 days of the presentation of the final CBD Plan. Unless 40% or more of the affected property owners within the proposed CBD register their disapproval of the designation in writing with the City Clerk within 45 days following the public hearing, City Council may then pass an Ordinance creating the CBD and designating SBCBD Inc. as the Neighborhood Improvement District Management Association.

4) **Outreach Efforts to CBD Property Owners:** Once the CBD has been approved, SBCBD Inc. intends to make every effort possible to continue to communicate with assessed property owners and stakeholders. This outreach process will promote transparency in the operations and decision making process including holding open public meetings of the SBCBD Inc. Board, the availability of meeting minutes and decisions posted on the SBCBD Inc. website, frequent newsletters, and encouragement for input by affected businesses and property owners.

The Steering Committee who worked to develop the proposed SBCBD Plan conducted significant outreach to property owners and stakeholders in the District as part of the process to develop the proposed SBCBD Plan, including one-on-one meetings with more than 50 property owners, business owners and downtown stakeholders about the CBD concept and what it would mean for South Bethlehem and mailings to all property and business owners within the boundaries of the proposed CBD inviting them to attend two separate community informational meetings.

Further, the Steering Committee who worked to develop the proposed SBCBD Plan and working groups that were established prior to the CBD approval shall be encouraged to remain in place and to continue efforts to reach out to the community for new participants so that they may be the primary consulting source to SBCBD Inc. regarding all aspects of the operation of the CBD. This shall include, but not be limited to: Governance issues (including recommendations for new board candidates); services and benefits needs; budgetary matters; “customer service” issues (how are we meeting the needs of the property owners), and any other committees that the Steering Committee and/or SBCBD

Inc. feel would be appropriate and useful throughout the Term of the CBD. There shall be regularly established meeting dates which shall be followed by public postings of the meeting minutes either on the blog, regular newsletter, web site or a combination of these outreach options.

The SBCBD should be the vehicle that drives the changes necessary so that every property owner, resident and visitor who enters the District will notice the improved quality of life in the District and spread the word. This can only be accomplished through networking efforts and a continuum of feedback and follow up from all affected parties followed by an organized and effective means of implementing the recommended changes.

List of Exhibits

Exhibit A: Map indicating boundaries, by street, of the SBCBD

Exhibit B: The Boundaries of the Service Area
SBCBD district perimeter boundary description

Exhibit C List of Properties

SBCBD Inc. believes and avers that Exhibit "C" is a comprehensive list of all properties within the SBCBD based on information compiled from City and County tax and real estate records. To the extent that any individual properties may have been excluded from Exhibit C, SBCBD Inc. reserves the right to add them upon discovery of the omission.

Exhibit D Draft SBCBD Inc. Bylaws

EXHIBIT A

EXHIBIT B

Detailed Description of the Southside Bethlehem Community Benefit District

The boundary of the Southside Bethlehem Community Benefit District shall be defined as all tax parcels that have frontage along or are within the geometric boundaries of the area created by beginning at the corner of Wyandotte Street and Brighton Street (not including parcel P6NW3C-1-1), going southward along Wyandotte Street to the intersection of Wyandotte Street, Broadway, and Dakotah Street (aka "5 Points"), then following Broadway northeast to the intersection of Broadway and W. 4th Street, then following W. 4th Street east to the intersection of W. 4th Street and Broadhead Avenue, then following Broadhead Avenue south to the intersection of Broadhead Avenue and Morton Street (not including parcel P6-SE1D-2-1), then following Morton Street east to the intersection of Morton Street and Webster Street including all tax parcels that have frontage on the south side of Morton Street, then following Webster Street north to the intersection of Webster Street and E. 4th Street, then following E. 4th Street east to the intersection of E. 4th Street and Fillmore Street (including all parcels that have frontage on the south side of E. 4th Street), then following Fillmore Street north to the intersection of Fillmore Street and E. 3rd Street, then following E. 3rd Street west to the intersection of E. 3rd Street and Polk Street (not including parcel P6-2-2-14), then following Polk Street north to the intersection of Polk Street and Columbia Street/2nd Street (not including parcel P6-2-2-13), then following Columbia Street/2nd Street west to the intersection of 2nd Street, Riverside Drive, and Union Station Place including all tax parcels that have frontage on 2nd Street, Riverside Drive east of the Route 378 Bridge, Union Station Place, and E. 3rd Street southeast of the Route 378 Bridge (including the Route 378 ramp).

EXHIBIT C

Southside Bethlehem CBD - TAX EXEMPT PARCELS

PARCEL_ID	STREETADDR	LUC	ASSESSMENT	CBD ASSESS
P6 2 10	11 W 2ND ST	567	\$1,505,600	\$0
P6 2 260	11 W 2ND ST	181	\$2,600	\$0
P6 2 270	11 W 2ND ST	181	\$2,100	\$0
P6 2 280	11 W 2ND ST	181	\$2,100	\$0
P6 2 290	11 W 2ND ST	181	\$2,100	\$0
P6 2 2A	11 W 2ND ST	151	\$100	\$0
P6 2 360S	11 W 2ND ST	181	\$2,600	\$0
P6 2 370S	11 W 2ND ST	181	\$2,100	\$0
P6 2 380S	11 W 2ND ST	181	\$2,100	\$0
P6 2 390	11 W 2ND ST	181	\$2,100	\$0
P6 2 60	11 W 2ND ST	181	\$2,600	\$0
P6 2 70	11 W 2ND ST	181	\$2,100	\$0
P6 2 80	11 W 2ND ST	181	\$2,100	\$0
P6 2 90	11 W 2ND ST	181	\$2,100	\$0
P6SE1A 1 1	113 -17 W 3RD ST	502	\$17,400	\$0
P6SE1D 3 1	114 W MORTON ST	920	\$2,026,200	\$0
P6SE1A 21 2	117 E 4TH ST	555	\$347,700	\$0
P6SE1A 1 2	119 -21 W 3RD ST	500	\$21,300	\$0
P6SE1A 18 11	119 -21 W 4TH ST	502	\$96,000	\$0
P6SE1A 21 1	127 E 4TH ST	930	\$404,900	\$0
P6SE1A 1 3	127 W 3RD ST	502	\$21,600	\$0
P6SE1A 23 1B	128 -30 W 4TH ST	920	\$70,300	\$0
P6SE1A 1 4	129 W 3RD ST	550	\$35,400	\$0
P6SE1A 6 1	135 -37 E 3RD ST	993	\$31,400	\$0
P6SE1A 11 4	16 -18 E 3RD ST	568	\$39,800	\$0
P6SE1A 11 5	20 -22 E 3RD ST	568	\$38,000	\$0
P6SE1A 10 4	20 -22 W 3RD ST	98	\$30,700	\$0
P6SE1B 21 1	202 -04 E 4TH ST	120	\$72,200	\$0
P6SE1B 3 2	206 -08 E 3RD ST	350	\$42,100	\$0
P6SE1A 7 9	209 -13 BROADWAY	568	\$3,800	\$0
P6SW2B 8 1	238 W 3RD ST	950	\$968,000	\$0
P6SE1A 10 3	24 -26 W 3RD ST	98	\$3,900	\$0
P6 2 1B	240 UNION STATION PLAZA	450	\$1,242,800	\$0
P6SE1A 2 2	25 W 3RD ST	350	\$1,631,700	\$0
P6SE1A 10 2	28 -30 W 3RD ST	100	\$29,800	\$0
P6SE1B 14 13	305 E 4TH ST	950	\$56,400	\$0
P6SE1B 3 9	309 -11 WEBSTER ST	100	\$200	\$0
P6SE1B 14 7	317 E 4TH ST	98	\$48,800	\$0
P6SE1B 23 1A	318 E 4TH ST	110	\$21,300	\$0
P6SE1A 10 1	32 -36 W 3RD ST	100	\$6,000	\$0

Southside Bethlehem CBD - TAX EXEMPT PARCELS

P6SE1B 14 6	321 E 4TH ST	580	\$74,300	\$0
P6SW2B 8 22	325 WYANDOTTE ST	951	\$44,900	\$0
P6SE1B 14 5	325 -27 E 4TH ST	501	\$48,000	\$0
P6SW2B 8 21	331 WYANDOTTE ST	90	\$17,400	\$0
P6SW2B 8 20	333 WYANDOTTE ST	950	\$131,400	\$0
P6SW2B 8 19	335 WYANDOTTE ST	555	\$220,000	\$0
P6SW2B 8 12	335 SHAWNEE ST	701	\$41,000	\$0
P6SE1B 20 5	400 WEBSTER ST	993	\$189,900	\$0
P6SE1B 10 1	402 MECHANIC ST	568	\$4,600	\$0
P6SE1B 10 2	410 MECHANIC ST	701	\$900	\$0
P6SE1B 10 3	412 -20 MECHANIC ST	568	\$6,800	\$0
P6SE1B 15 11	413 -23 E 4TH ST	903	\$277,600	\$0
P6SE1A 10 6	6 -12 W 3RD ST	90	\$50,600	\$0
P6SE1A 7 1	BRODHEAD AVE	993	\$44,600	\$0
P6SE1A 9 1	BRODHEAD AVE	90	\$13,900	\$0
P6SE1A 6 1A	E 3RD ST	993	\$32,400	\$0
P6SE1A 21 3	E 4TH ST	701	\$321,300	\$0
P6SE1B 10 4	FILLMORE ST	701	\$173,900	\$0
P6SE1B 15 1	FILLMORE ST	90	\$700	\$0
P6SE1A 16 3	GRAHAM PL	181	\$9,400	\$0
P6SE1A 13 1	MECHANIC ST	993	\$30,700	\$0
P6SE1A 14 1	MECHANIC ST	993	\$61,000	\$0
P6SE1B 8 1	MECHANIC ST	568	\$51,200	\$0
P6SE1B 9 1	MECHANIC ST	568	\$48,400	\$0
P6 2 91	NEW ST	90	\$5,700	\$0
P6SE1B 14 1	POLK ST	98	\$300	\$0
P6SE1A 3 2	S NEW ST	568	\$34,100	\$0
P6SW2B 8 13	SHAWNEE ST	701	\$15,200	\$0
P6 2 3	W 3RD ST	99	\$500	\$0
P6SW2B 3 1	W 3RD ST	90	\$12,500	\$0
P6SE1B 12 1	WEBSTER ST	302	\$1,156,200	\$0
P6SE1C 1 1	WEBSTER ST	920	\$2,953,600	\$0

Southside Bethlehem CBD – SINGLE FAMILY RESIDENTIAL PARCELS

PARCEL_ID	STREETADDR	LUC	ASSESSMENT	CBD ASSESS
P6SE1A 18 5	103 W 4TH ST	110	\$35,200	\$0
P6SE1A 15 24	105 RINK ST	110	\$18,800	\$0
P6SE1A 18 6	105 W 4TH ST	110	\$37,900	\$0
P6SE1A 18 7	107 W 4TH ST	110	\$38,300	\$0
P6SE1A 15 25	107 RINK ST	110	\$18,800	\$0
P6SE1A 15 17	108 GRAHAM PL	110	\$20,400	\$0
P6SE1A 15 26	109 RINK ST	110	\$18,900	\$0
P6 2 101	11 W 2ND ST	151	\$58,800	\$0
P6 2 102	11 W 2ND ST	151	\$93,800	\$0
P6 2 103	11 W 2ND ST	151	\$122,600	\$0
P6 2 104	11 W 2ND ST	151	\$122,600	\$0
P6 2 105	11 W 2ND ST	151	\$122,600	\$0
P6 2 106	11 W 2ND ST	151	\$122,600	\$0
P6 2 107	11 W 2ND ST	151	\$93,800	\$0
P6 2 108	11 W 2ND ST	151	\$72,400	\$0
P6 2 109	11 W 2ND ST	151	\$118,800	\$0
P6 2 110	11 W 2ND ST	151	\$48,800	\$0
P6 2 111	11 W 2ND ST	151	\$68,900	\$0
P6 2 112	11 W 2ND ST	151	\$68,900	\$0
P6 2 113	11 W 2ND ST	151	\$45,400	\$0
P6 2 114	11 W 2ND ST	151	\$68,900	\$0
P6 2 115	11 W 2ND ST	151	\$68,900	\$0
P6 2 116	11 W 2ND ST	151	\$45,400	\$0
P6 2 117	11 W 2ND ST	151	\$68,900	\$0
P6 2 118	11 W 2ND ST	151	\$93,800	\$0
P6 2 119	11 W 2ND ST	151	\$55,000	\$0
P6 2 120	11 W 2ND ST	151	\$50,600	\$0
P6 2 121	11 W 2ND ST	151	\$40,300	\$0
P6 2 122	11 W 2ND ST	151	\$40,300	\$0
P6 2 123	11 W 2ND ST	151	\$75,500	\$0
P6 2 124	11 W 2ND ST	151	\$75,500	\$0
P6 2 125	11 W 2ND ST	151	\$55,000	\$0
P6 2 126	11 W 2ND ST	151	\$75,500	\$0
P6 2 127	11 W 2ND ST	151	\$75,500	\$0
P6 2 128	11 W 2ND ST	151	\$75,500	\$0
P6 2 129	11 W 2ND ST	151	\$45,000	\$0
P6 2 130	11 W 2ND ST	151	\$33,800	\$0
P6 2 131	11 W 2ND ST	151	\$55,000	\$0
P6 2 132	11 W 2ND ST	151	\$51,700	\$0
P6 2 133	11 W 2ND ST	151	\$66,800	\$0

Southside Bethlehem CBD – SINGLE FAMILY RESIDENTIAL PARCELS

P6 2 134	11 W 2ND ST	151	\$75,500	\$0
P6 2 135	11 W 2ND ST	151	\$40,300	\$0
P6 2 136	11 W 2ND ST	151	\$51,700	\$0
P6 2 137	11 W 2ND ST	151	\$40,300	\$0
P6 2 138	11 W 2ND ST	151	\$45,000	\$0
P6 2 139	11 W 2ND ST	151	\$79,700	\$0
P6 2 140	11 W 2ND ST	151	\$45,000	\$0
P6 2 141	11 W 2ND ST	151	\$55,000	\$0
P6 2 142	11 W 2ND ST	151	\$75,500	\$0
P6 2 143	11 W 2ND ST	151	\$75,500	\$0
P6 2 144	11 W 2ND ST	151	\$50,600	\$0
P6 2 145	11 W 2ND ST	151	\$55,000	\$0
P6 2 146	11 W 2ND ST	151	\$75,500	\$0
P6 2 147	11 W 2ND ST	151	\$75,500	\$0
P6 2 148	11 W 2ND ST	151	\$55,000	\$0
P6 2 149	11 W 2ND ST	151	\$55,000	\$0
P6 2 150	11 W 2ND ST	151	\$45,000	\$0
P6 2 201	11 W 2ND ST	151	\$45,000	\$0
P6 2 202	11 W 2ND ST	151	\$56,300	\$0
P6 2 203	11 W 2ND ST	151	\$45,000	\$0
P6 2 204	11 W 2ND ST	151	\$42,000	\$0
P6 2 205	11 W 2ND ST	151	\$51,700	\$0
P6 2 206	11 W 2ND ST	151	\$56,300	\$0
P6 2 207	11 W 2ND ST	151	\$45,000	\$0
P6 2 208	11 W 2ND ST	151	\$51,700	\$0
P6 2 209	11 W 2ND ST	151	\$78,600	\$0
P6 2 210	11 W 2ND ST	151	\$56,300	\$0
P6 2 211	11 W 2ND ST	151	\$55,000	\$0
P6 2 212	11 W 2ND ST	151	\$55,000	\$0
P6 2 213	11 W 2ND ST	151	\$55,000	\$0
P6 2 214	11 W 2ND ST	151	\$78,600	\$0
P6 2 215	11 W 2ND ST	151	\$78,600	\$0
P6 2 216	11 W 2ND ST	151	\$78,600	\$0
P6 2 217	11 W 2ND ST	151	\$55,000	\$0
P6 2 218	11 W 2ND ST	151	\$51,700	\$0
P6 2 219	11 W 2ND ST	151	\$78,600	\$0
P6 2 220	11 W 2ND ST	151	\$45,000	\$0
P6 2 221	11 W 2ND ST	151	\$55,000	\$0
P6 2 222	11 W 2ND ST	151	\$78,600	\$0
P6 2 223	11 W 2ND ST	151	\$55,000	\$0
P6 2 224	11 W 2ND ST	151	\$55,000	\$0

Southside Bethlehem CBD – SINGLE FAMILY RESIDENTIAL PARCELS

P6 2 225	11 W 2ND ST	151	\$54,200	\$0
P6 2 226	11 W 2ND ST	151	\$45,000	\$0
P6 2 227	11 W 2ND ST	151	\$55,000	\$0
P6 2 228	11 W 2ND ST	151	\$56,300	\$0
P6 2 229	11 W 2ND ST	151	\$51,700	\$0
P6 2 230	11 W 2ND ST	151	\$56,300	\$0
P6 2 231	11 W 2ND ST	151	\$78,600	\$0
P6 2 232	11 W 2ND ST	151	\$56,300	\$0
P6 2 233	11 W 2ND ST	151	\$51,700	\$0
P6 2 234	11 W 2ND ST	151	\$55,000	\$0
P6 2 235	11 W 2ND ST	151	\$40,300	\$0
P6 2 236	11 W 2ND ST	151	\$40,300	\$0
P6 2 301	11 W 2ND ST	151	\$51,700	\$0
P6 2 302	11 W 2ND ST	151	\$50,100	\$0
P6 2 303	11 W 2ND ST	151	\$50,100	\$0
P6 2 304	11 W 2ND ST	151	\$40,300	\$0
P6 2 305	11 W 2ND ST	151	\$50,100	\$0
P6 2 306	11 W 2ND ST	151	\$50,100	\$0
P6 2 307	11 W 2ND ST	151	\$50,100	\$0
P6 2 308	11 W 2ND ST	151	\$50,100	\$0
P6 2 309	11 W 2ND ST	151	\$50,100	\$0
P6 2 310	11 W 2ND ST	151	\$45,000	\$0
P6 2 311	11 W 2ND ST	151	\$45,000	\$0
P6 2 312	11 W 2ND ST	151	\$50,100	\$0
P6 2 313	11 W 2ND ST	151	\$50,100	\$0
P6 2 314	11 W 2ND ST	151	\$45,000	\$0
P6 2 315	11 W 2ND ST	151	\$50,100	\$0
P6 2 316	11 W 2ND ST	151	\$51,700	\$0
P6 2 317	11 W 2ND ST	151	\$53,700	\$0
P6 2 318	11 W 2ND ST	151	\$53,700	\$0
P6 2 319	11 W 2ND ST	151	\$53,700	\$0
P6 2 320	11 W 2ND ST	151	\$53,700	\$0
P6 2 321	11 W 2ND ST	151	\$40,300	\$0
P6 2 322	11 W 2ND ST	151	\$53,700	\$0
P6 2 323	11 W 2ND ST	151	\$45,000	\$0
P6 2 324	11 W 2ND ST	151	\$53,700	\$0
P6 2 325	11 W 2ND ST	151	\$51,700	\$0
P6 2 326	11 W 2ND ST	151	\$58,000	\$0
P6 2 327	11 W 2ND ST	151	\$58,000	\$0
P6 2 328	11 W 2ND ST	151	\$58,000	\$0
P6 2 329	11 W 2ND ST	151	\$51,700	\$0

Southside Bethlehem CBD – SINGLE FAMILY RESIDENTIAL PARCELS

P6 2 330	11 W 2ND ST	151	\$50,600	\$0
P6 2 331	11 W 2ND ST	151	\$45,000	\$0
P6 2 332	11 W 2ND ST	151	\$74,000	\$0
P6 2 333	11 W 2ND ST	151	\$74,000	\$0
P6 2 334	11 W 2ND ST	151	\$51,700	\$0
P6 2 335	11 W 2ND ST	151	\$45,000	\$0
P6 2 336	11 W 2ND ST	151	\$45,000	\$0
P6 2 337	11 W 2ND ST	151	\$55,700	\$0
P6 2 338	11 W 2ND ST	151	\$103,200	\$0
P6 2 340	11 W 2ND ST	151	\$48,800	\$0
P6 2 341	11 W 2ND ST	151	\$48,800	\$0
P6 2 342	11 W 2ND ST	151	\$51,700	\$0
P6 2 343	11 W 2ND ST	151	\$46,900	\$0
P6 2 344	11 W 2ND ST	151	\$46,900	\$0
P6 2 345	11 W 2ND ST	151	\$58,900	\$0
P6 2 346	11 W 2ND ST	151	\$46,900	\$0
P6 2 347	11 W 2ND ST	151	\$58,900	\$0
P6 2 348	11 W 2ND ST	151	\$46,900	\$0
P6 2 349	11 W 2ND ST	151	\$46,900	\$0
P6 2 350	11 W 2ND ST	151	\$40,300	\$0
P6 2 351	11 W 2ND ST	151	\$45,000	\$0
P6 2 352	11 W 2ND ST	151	\$46,900	\$0
P6 2 353	11 W 2ND ST	151	\$46,900	\$0
P6 2 354	11 W 2ND ST	151	\$45,000	\$0
P6 2 355	11 W 2ND ST	151	\$40,300	\$0
P6 2 356	11 W 2ND ST	151	\$46,900	\$0
P6 2 357	11 W 2ND ST	151	\$46,900	\$0
P6 2 358	11 W 2ND ST	151	\$58,000	\$0
P6 2 359	11 W 2ND ST	151	\$45,000	\$0
P6 2 360	11 W 2ND ST	151	\$63,300	\$0
P6 2 361	11 W 2ND ST	151	\$50,600	\$0
P6 2 362	11 W 2ND ST	151	\$55,000	\$0
P6 2 363	11 W 2ND ST	151	\$40,300	\$0
P6 2 364	11 W 2ND ST	151	\$51,700	\$0
P6 2 365	11 W 2ND ST	151	\$50,600	\$0
P6 2 366	11 W 2ND ST	151	\$55,000	\$0
P6 2 367	11 W 2ND ST	151	\$50,600	\$0
P6 2 368	11 W 2ND ST	151	\$50,600	\$0
P6 2 369	11 W 2ND ST	151	\$50,600	\$0
P6 2 370	11 W 2ND ST	151	\$58,000	\$0
P6 2 371	11 W 2ND ST	151	\$58,000	\$0

Southside Bethlehem CBD – SINGLE FAMILY RESIDENTIAL PARCELS

P6 2 372	11 W 2ND ST	151	\$46,900	\$0
P6 2 373	11 W 2ND ST	151	\$77,100	\$0
P6 2 374	11 W 2ND ST	151	\$77,100	\$0
P6 2 375	11 W 2ND ST	151	\$77,100	\$0
P6 2 376	11 W 2ND ST	151	\$55,000	\$0
P6 2 377	11 W 2ND ST	151	\$77,100	\$0
P6 2 378	11 W 2ND ST	151	\$77,100	\$0
P6 2 379	11 W 2ND ST	151	\$40,300	\$0
P6 2 380	11 W 2ND ST	151	\$55,000	\$0
P6 2 381	11 W 2ND ST	151	\$50,600	\$0
P6 2 382	11 W 2ND ST	151	\$63,300	\$0
P6 2 383	11 W 2ND ST	151	\$45,000	\$0
P6 2 384	11 W 2ND ST	151	\$53,700	\$0
P6 2 385	11 W 2ND ST	151	\$53,700	\$0
P6 2 386	11 W 2ND ST	151	\$48,100	\$0
P6SE1A 15 16	110 GRAHAM PL	110	\$20,400	\$0
P6SE1A 27 4	110 E 4TH ST	110	\$72,000	\$0
P6SE1A 15 15	112 GRAHAM PL	110	\$20,400	\$0
P6SE1A 27 5	112 E 4TH ST	110	\$46,300	\$0
P6SE1A 27 6	116 E 4TH ST	110	\$56,800	\$0
P6SE1A 15 14	116 GRAHAM PL	110	\$32,500	\$0
P6SE1B 20 1	118 E 4TH ST	110	\$30,000	\$0
P6SE1A 15 13	118 GRAHAM PL	110	\$29,800	\$0
P6SE1A 15 12	120 GRAHAM PL	110	\$30,400	\$0
P6SE1A 23 3	121 W MORTON ST	110	\$30,300	\$0
P6SE1B 20 2	122 E 4TH ST	110	\$31,100	\$0
P6SE1A 15 11	122 GRAHAM PL	110	\$30,600	\$0
P6SE1B 20 3	124 E 4TH ST	110	\$33,900	\$0
P6SE1A 15 10	124 GRAHAM PL	110	\$30,800	\$0
P6SE1B 20 4	126 E 4TH ST	110	\$45,500	\$0
P6SE1A 15 9	126 GRAHAM PL	110	\$35,400	\$0
P6SE1A 18 2	128 RINK ST	110	\$30,100	\$0
P6SE1A 25 6A	13 W MORTON ST	110	\$30,400	\$0
P6SE1A 18 1	130 RINK ST	110	\$30,100	\$0
P6SE1A 25 8	17 W MORTON ST	110	\$32,400	\$0
P6SE1B 3 7	203 E MECHANIC ST	110	\$16,300	\$0
P6SE1B 21 2	208 E 4TH ST	110	\$36,400	\$0
P6SE1B 21 3	212 E 4TH ST	110	\$40,100	\$0
P6SE1B 21 4	214 E 4TH ST	110	\$38,700	\$0
P6SE1B 21 5	216 E 4TH ST	110	\$36,400	\$0
P6SE1A 16 2	22 GRAHAM PL	110	\$31,700	\$0

Southside Bethlehem CBD – SINGLE FAMILY RESIDENTIAL PARCELS

P6SW2B 8 8	220	W 3RD ST	110	\$33,800	\$0
P6SW2B 8 7	222	W 3RD ST	110	\$33,000	\$0
P6SW2B 8 6	224	W 3RD ST	110	\$22,500	\$0
P6SW2B 8 5	226	W 3RD ST	110	\$35,600	\$0
P6SW2B 8 4	228	W 3RD ST	110	\$36,300	\$0
P6SW2B 8 3	230	W 3RD ST	110	\$36,200	\$0
P6SW2B 8 2	232 -34	W 3RD ST	110	\$37,500	\$0
P6SE1A 25 2	24	W 4TH ST	110	\$41,400	\$0
P6SE1A 16 4	25	RINK ST	110	\$9,000	\$0
P6SE1B 14 15	301	E 4TH ST	110	\$37,700	\$0
P6SE1B 14 14	303	E 4TH ST	110	\$31,700	\$0
P6SE1B 4 2	306	E 3RD ST	110	\$35,800	\$0
P6SE1B 14 11	309	E 4TH ST	110	\$32,900	\$0
P6SE1B 23 1	312	E 4TH ST	110	\$105,300	\$0
P6SE1B 23 1	312	E 4TH ST	110	\$105,300	\$0
P6SE1B 14 9	313	E 4TH ST	110	\$30,100	\$0
P6SE1B 14 8	315	E 4TH ST	110	\$32,600	\$0
P6SE1B 15 2B	318	FILLMORE ST	110	\$21,800	\$0
P6SE1B 23 1B	320	E 4TH ST	110	\$21,200	\$0
P6SE1B 15 2	320	FILLMORE ST	110	\$21,000	\$0
P6SW2B 9 12	321	W 4TH ST	110	\$43,300	\$0
P6SE1B 23 2	322	E 4TH ST	110	\$28,700	\$0
P6SE1B 15 2A	322	FILLMORE ST	110	\$22,500	\$0
P6SW2B 8 14	323	W 4TH ST	110	\$25,700	\$0
P6SE1B 23 3	324	E 4TH ST	110	\$26,300	\$0
P6SE1B 15 3	324	FILLMORE ST	110	\$23,200	\$0
P6SE1A 16 9	325	VINE ST	110	\$32,700	\$0
P6SW2B 8 15	325	W 4TH ST	110	\$24,600	\$0
P6SE1B 23 4	326	E 4TH ST	110	\$27,900	\$0
P6SE1B 14 2	326	POLK ST	110	\$27,800	\$0
P6SW2B 7 6	326	WYANDOTTE ST	110	\$100,800	\$0
P6SE1B 15 4	326	FILLMORE ST	110	\$23,300	\$0
P6SE1A 15 18	326	VINE ST	110	\$25,300	\$0
P6SE1A 16 8	327	VINE ST	110	\$22,400	\$0
P6SW2B 8 16	327	W 4TH ST	110	\$21,600	\$0
P6SW2B 12 2	328	W 4TH ST	110	\$28,500	\$0
P6SE1B 23 5	328	E 4TH ST	110	\$31,600	\$0
P6SE1B 15 4A	328	FILLMORE ST	110	\$23,300	\$0
P6SE1B 15 20	328	POLK ST	110	\$40,400	\$0
P6SE1A 15 19	328	VINE ST	110	\$21,000	\$0
P6SE1A 16 7	329	VINE ST	110	\$22,200	\$0

Southside Bethlehem CBD – SINGLE FAMILY RESIDENTIAL PARCELS

P6SW2B 8 17	329 W 4TH ST	110	\$24,600	\$0
P6SE1B 23 6	330 E 4TH ST	110	\$37,100	\$0
P6SE1B 15 19	330 POLK ST	110	\$30,900	\$0
P6SE1A 15 20	330 VINE ST	110	\$21,000	\$0
P6SE1B 15 5	330 FILLMORE ST	110	\$23,300	\$0
P6SW2B 8 18A	331 W 4TH ST	110	\$30,800	\$0
P6SE1A 16 6	331 VINE ST	110	\$32,200	\$0
P6SE1B 15 6	332 FILLMORE ST	110	\$25,300	\$0
P6SE1A 15 21	332 VINE ST	110	\$21,800	\$0
P6SW2B 8 18	333 W 4TH ST	110	\$28,200	\$0
P6SE1A 16 5	333 VINE ST	110	\$30,400	\$0
P6SE1B 15 7	334 FILLMORE ST	110	\$23,400	\$0
P6SE1A 15 22	334 VINE ST	110	\$21,700	\$0
P6SE1A 15 23	336 VINE ST	110	\$20,900	\$0
P6SE1A 18 3	338 VINE ST	110	\$30,500	\$0
P6SW2B 12 12	341 -43 BROADWAY	110	\$53,300	\$0
P6SW2B 12 13	345 BROADWAY	110	\$27,200	\$0
P6SW2B 12 15	349 BROADWAY	110	\$16,500	\$0
P6SW2B 12 15A	351 BROADWAY	110	\$16,500	\$0
P6SE1B 22 1	401 TAYLOR ST	110	\$48,600	\$0
P6SW2B 11 5	404 WYANDOTTE ST	110	\$28,800	\$0
P6SE1B 15 16	407 E 4TH ST	110	\$33,500	\$0
P6SE1B 15 16A	408 RAILROAD ST	110	\$32,800	\$0
P6SW2B 11 6	408 WYANDOTTE ST	110	\$49,300	\$0
P6SW2C 9 6	410 BROADWAY	110	\$28,800	\$0
P6SE1B 20 6	410 WEBSTER ST	110	\$30,400	\$0
P6SE1A 25 7-B3	410 S NEW ST	151	\$34,000	\$0
P6SE1B 15 14	411 E 4TH ST	110	\$32,200	\$0
P6SE1A 25 11	411 VINE ST	110	\$22,900	\$0
P6SW2C 9 5	412 BROADWAY	110	\$30,100	\$0
P6SE1A 25 7-B6	412 S NEW ST	151	\$34,000	\$0
P6SE1B 20 7	412 WEBSTER ST	110	\$30,300	\$0
P6SW2C 9 4	414 BROADWAY	110	\$29,400	\$0
P6SE1A 23 5	414 MARTEL ST	110	\$35,400	\$0
P6SE1A 25 7-B2	414 S NEW ST	151	\$34,000	\$0
P6SE1B 20 8	414 WEBSTER ST	110	\$29,300	\$0
P6SE1B 20 9	416 WEBSTER ST	110	\$29,200	\$0
P6SW2B 11 9	416 WYANDOTTE ST	110	\$10,700	\$0
P6SE1A 23 6	416 MARTEL ST	110	\$34,000	\$0
P6SE1A 25 7-B5	416 S NEW ST	151	\$34,000	\$0
P6SE1A 25 10	417 VINE ST	110	\$31,000	\$0

Southside Bethlehem CBD – SINGLE FAMILY RESIDENTIAL PARCELS

P6SE1A 23 7	418 MARTEL ST	110	\$33,700	\$0
P6SW2B 11 10	418 WYANDOTTE ST	110	\$36,900	\$0
P6SW2C 9 3	418 BROADWAY	110	\$44,100	\$0
P6SE1A 25 7-B1	418 S NEW ST	151	\$34,000	\$0
P6SE1A 25 9	419 VINE ST	110	\$30,500	\$0
P6SE1A 25 7-B4	420 S NEW ST	151	\$34,000	\$0
P6SW2B 12 22	421 WYANDOTTE ST	110	\$29,900	\$0
P6SW2B 11 12	422 WYANDOTTE ST	110	\$46,100	\$0
P6SE1B 15 10	425 -27 E 4TH ST	110	\$44,900	\$0
P6SW2C 4 3	435 WYANDOTTE ST	110	\$25,800	\$0
P6SE1A 25 7-A1	6 W 4TH ST UNIT A1	151	\$34,000	\$0
P6SE1A 25 7-A2	6 W 4TH ST UNIT A2	151	\$34,000	\$0
P6SE1A 25 7-A3	6 W 4TH ST UNIT A3	151	\$34,000	\$0
P6SE1A 25 7-A4	6 W 4TH ST UNIT A4	151	\$34,000	\$0
P6SE1A 25 7-A5	6 W 4TH ST UNIT A5	151	\$34,000	\$0
P6SE1A 25 7-A6	6 W 4TH ST UNIT A6	151	\$34,000	\$0
P6SE1A 25 7-A7	6 W 4TH ST UNIT A7	151	\$34,000	\$0
P6SE1A 25 7-A8	6 W 4TH ST UNIT A8	151	\$34,000	\$0

Southside Bethlehem CBD – NON-SINGLE FAMILY RESIDENTIAL TAXABLE PARCELS

PARCEL_ID	STREETADDR	LUC	ASSESSMENT	CBD ASSESS
P6SE1A 19 1	1 -05 W 4TH ST	501	\$126,500	\$860
P6SE1A 5 7	1 -11 E 3RD ST	500	\$252,800	\$1,719
P6SE1A 18 4	101 W 4TH ST	502	\$65,800	\$447
P6SE1A 12 1	102 E 3RD ST	505	\$497,900	\$3,386
P6SE1A 27 1	102 E 4TH ST	300	\$72,100	\$490
P6SE1A 24 1A	102 W 4TH ST	400	\$204,400	\$1,390
P6SE1A 6 8	103 107 E 3RD ST, 215-21 ADAMS 108 COLU	502	\$204,700	\$1,392
P6SE1A 27 2	104 E 4TH ST	120	\$40,200	\$273
P6SE1A 27 3	106 E 4TH ST	120	\$74,200	\$505
P6SE1A 18 8	109 W 4TH ST	502	\$69,800	\$475
P6SE1A 27 7	109 E MORTON ST	300	\$112,800	\$767
P6SE1A 20 8	11 E 4TH ST	502	\$63,300	\$430
P6SE1A 19 3	11 W 4TH ST	300	\$67,600	\$460
P6 2 20	11 W 2ND ST	510	\$253,900	\$1,727
P6 2 40	11 W 2ND ST	510	\$406,000	\$2,761
P6SE1A 6 7	111 -13 E 3RD ST	401	\$123,500	\$840
P6SE1A 18 9	111 W 4TH ST	320	\$288,600	\$1,962
P6SE1A 23 4	114 W 4TH ST	550	\$111,300	\$757
P6SE1A 6 6	115 E 3RD ST	402	\$71,000	\$483
P6SE1A 18 10	115 -17 W 4TH ST	500	\$75,600	\$514
P6SE1A 6 5	117 E 3RD ST	554	\$73,200	\$498
P6SE1B 20 10	119 E MORTON ST	180	\$9,300	\$63
P6SE1B 20 10A	119 .5 E MORTON ST	90	\$4,600	\$31
P6SE1A 6 4	119 -23 E 3RD ST	701	\$75,000	\$510
P6SE1A 25 6	12 W 4TH ST	160	\$77,900	\$530
P6SE1A 8 1	120 W 3RD ST	310	\$1,797,400	\$12,222
P6SE1A 12 5	122 E 3RD ST	568	\$10,000	\$68
P6SE1A 18 12	123 W 4TH ST	502	\$67,700	\$460
P6SE1A 12 6	124 E 3RD ST	500	\$19,000	\$129
P6SE1A 23 2	124 -26 W 4TH ST	120	\$57,100	\$388
P6SE1A 6 4A	125 E 3RD ST	502	\$66,900	\$455
P6SE1A 18 13	125 -27 W 4TH ST	500	\$62,100	\$422
P6SE1A 12 7	126 -28 E 3RD ST	500	\$87,300	\$594
P6SE1A 23 1	128 -30 W 4TH ST	400	\$70,400	\$479
P6SE1A 18 14	129 W 4TH ST	502	\$72,300	\$492
P6SE1A 6 3	129 E 3RD ST	502	\$59,200	\$403
P6SE1A 20 7	13 E 4TH ST	502	\$81,000	\$551
P6SE1A 5 6	13 -15 E 3RD ST	502	\$50,000	\$340
P6SE1A 3 6	13 W 3RD ST	502	\$124,900	\$849
P6 2 2E	130 150 WEBSTER ST	705	\$1,891,700	\$12,864

Southside Bethlehem CBD – NON-SINGLE FAMILY RESIDENTIAL TAXABLE PARCELS

P6SE1A 18 15	131 -151 W 4TH ST	990	\$55,000	\$374
P6SE1A 6 2	131 -33 E 3RD ST	502	\$82,000	\$558
P6SE1A 23 1A	132 -34 W 4TH ST	550	\$106,500	\$724
P6SE1A 5 1	14 -16 COLUMBIA ST	180	\$7,500	\$51
P6SE1A 10 5	14 -18 W 3RD ST	502	\$84,600	\$575
P6SE1A 19 4	15 -19 W 4TH ST	950	\$117,600	\$800
P6SE1A 20 6	15 E 4TH ST	502	\$62,200	\$423
P6SE1A 5 5	17 -19 E 3RD ST	502	\$102,000	\$694
P6SE1A 25 4	18 W 4TH ST	402	\$121,200	\$824
P6SE1A 25 3	19 -23 W MORTON ST	502	\$153,700	\$1,045
P6SE1A 10 8	2 W 3RD ST	502	\$28,000	\$190
P6SE1A 26 1	2 -04 E 4TH ST	302	\$1,799,100	\$12,234
P6SE1A 17 1	201 -05 W 4TH ST	550	\$180,400	\$1,227
P6SE1A 7 8	201 -07 BROADWAY	500	\$82,600	\$562
P6SE1B 3 8	201 MECHANIC ST	160	\$41,300	\$281
P6SE1A 29 1	202 W 4TH ST	400	\$109,700	\$746
P6SE1B 3 1	202 -04 E 3RD ST	300	\$104,400	\$710
P6NW3C 3 1	202 WYANDOTTE ST	555	\$97,000	\$660
P6SE1B 1 10	205 -07 E 3RD ST	555	\$128,300	\$872
P6 2 3B	205 W 3RD ST	550	\$228,400	\$1,553
P6 2 2B	205 WEBSTER ST	401	\$324,000	\$2,203
P6SE1A 17 1A-1	207 W 4TH ST	550	\$58,500	\$398
P6SE1A 20 5	21 E 4TH ST	502	\$60,900	\$414
P6SE1A 5 4	21 -23 E 3RD ST	554	\$79,300	\$539
P6SE1B 3 3	210 -12 E 3RD ST	950	\$30,400	\$207
P6SE1B 1 9A	211 E 3RD ST	500	\$34,800	\$237
P6SE1B 1 11	211 WEBSTER ST	500	\$125,600	\$854
P6SE1B 3 4	212 -16 E 3RD ST	568	\$43,800	\$298
P6SE1A 17 1A	213 W 4TH ST	502	\$139,500	\$949
P6SE1A 7 10	215 BROADWAY	502	\$51,300	\$349
P6SE1B 1 1A	215 E 3RD ST	500	\$121,700	\$828
P6SW2B 8 10	216 W 3RD ST	502	\$45,500	\$309
P6SE1A 22 1	216 W 4TH ST	568	\$24,300	\$165
P6SE1A 7 9A	217 BROADWAY	502	\$79,200	\$539
P6SE1B 1 1	217 -31 E 3RD ST	568	\$6,100	\$41
P6SE1B 3 5	218 E 3RD ST	98	\$15,600	\$106
P6SW2B 8 9	218 W 3RD ST	502	\$56,600	\$385
P6SE1B 3 6	220 -32 E 3RD ST	720	\$151,900	\$1,033
P6SE1A 20 4	23 E 4TH ST	502	\$54,900	\$373
P6SE1A 11 6	24 E 3RD ST	550	\$87,600	\$596
P6SE1A 16 1	24 GRAHAM PL	90	\$5,200	\$35

Southside Bethlehem CBD – NON-SINGLE FAMILY RESIDENTIAL TAXABLE PARCELS

P6SE1A 19 5	25 W 4TH ST	402	\$76,400	\$520
P6SE1A 5 3	25 -27 E 3RD ST	500	\$97,000	\$660
P6SE1A 20 3	25 -27 E 4TH ST	502	\$71,600	\$487
P6 2 2F	25 E 2ND ST	705	\$1,277,200	\$8,685
P6SW2B 2 1	250 WYANDOTTE ST	311	\$298,900	\$2,033
P6SE1A 11 7	26 -28 E 3RD ST	502	\$108,300	\$736
P6SE1A 20 2	29 E 4TH ST	502	\$77,700	\$528
P6SE1A 11 8	30 E 3RD ST	500	\$134,500	\$915
P6SE1A 25 1	30 W 4TH ST	402	\$49,500	\$337
P6SE1A 26 10	30 -32 E 4TH ST	501	\$100,000	\$680
P6SW2B 12 5	301 BROADWAY	400	\$280,000	\$1,904
P6SE1B 4 1	302 -04 E 3RD ST	502	\$68,500	\$466
P6SW2B 9 8	305 W 4TH ST	500	\$291,800	\$1,984
P6SE1A 10 9	306 S NEW ST	502	\$48,900	\$333
P6SW2B 7 5	306 WYANDOTTE ST	340	\$10,800	\$73
P6SE1A 7 2	306 -308 BRODHEAD AVE	502	\$86,400	\$588
P6SW2B 13 1	306 BROADWAY	552	\$177,300	\$1,206
P6SE1B 14 12	307 E 4TH ST	400	\$58,100	\$395
P6SE1B 2 9	307 E 3RD ST	568	\$3,800	\$26
P6SE1B 4 3	308 E 3RD ST	502	\$20,000	\$136
P6SE1A 10 10	308 S NEW ST	502	\$44,300	\$301
P6SE1B 2 8	309 E 3RD ST	568	\$400	\$3
P6SE1A 11 1	309 S NEW ST	520	\$196,800	\$1,338
P6SE1A 7 3	310 -12 BRODHEAD AVE	502	\$66,800	\$454
P6SE1B 4 8	310 -14 TAYLOR ST	500	\$19,900	\$135
P6SE1A 10 11	310 -16 S NEW ST	502	\$66,600	\$453
P6SE1B 4 4	310 -32 E 3RD ST	400	\$1,532,200	\$10,419
P6SE1B 14 10	311 E 4TH ST	120	\$49,000	\$333
P6SE1B 2 7	311 E 3RD ST	568	\$1,100	\$7
P6SW2B 9 9	311 W 4TH ST	120	\$38,100	\$259
P6SE1B 2 6	313 E 3RD ST	400	\$64,500	\$439
P6SE1A 11 11	313 S NEW ST	502	\$40,500	\$275
P6SW2B 9 10	313 W 4TH ST	502	\$36,400	\$248
P6SE1A 7 4	314 BRODHEAD AVE	502	\$44,300	\$301
P6SE1A 11 10	315 S NEW ST	502	\$37,700	\$256
P6SW2B 9 11	315 W 4TH ST	502	\$62,600	\$426
P6SE1B 2 5	315 -17 E 3RD ST	568	\$1,900	\$13
P6SE1A 7 5	316 BRODHEAD AVE	554	\$49,200	\$335
P6SW2B 12 4	316 W 4TH ST	402	\$17,500	\$119
P6SE1A 7 6	318 BRODHEAD AVE	401	\$52,500	\$357
P6SE1A 20 15	319 -23 S NEW ST	502	\$71,000	\$483

Southside Bethlehem CBD – NON-SINGLE FAMILY RESIDENTIAL TAXABLE PARCELS

P6SE1B 2 4	319 E 3RD ST	568	\$600	\$4
P6SE1A 11 9	32 E 3RD ST	701	\$35,100	\$239
P6SE1A 7 7	320 BROADHEAD AVE	502	\$68,200	\$464
P6SE1B 2 3	321 E 3RD ST	568	\$3,700	\$25
P6SW2B 12 3	324 W 4TH ST	567	\$45,000	\$306
P6SW2B 12 6	325 BROADWAY	500	\$35,000	\$238
P6SE1A 20 14	325 S NEW ST	554	\$64,400	\$438
P6SE1B 14 3	327 POLK ST	701	\$30,000	\$204
P6SE1A 20 13	327 S NEW ST	500	\$33,900	\$231
P6SE1A 20 1	328 ADAMS ST	302	\$210,000	\$1,428
P6SE1B 14 4	329 -31 E 4TH ST	568	\$6,400	\$44
P6SW2B 12 1	330 W 4TH ST	120	\$29,300	\$199
P6SW2B 7 7	330 WYANDOTTE ST	120	\$72,000	\$490
P6SW2B 12 7	331 BROADWAY	502	\$22,400	\$152
P6SE1A 15 29	331 -33 BROADHEAD AVE	554	\$135,900	\$924
P6SE1B 2 1	331 -39 E 3RD ST	568	\$1,700	\$12
P6SW2B 12 8	333 BROADWAY	502	\$29,100	\$198
P6SW2B 12 9	335 BROADWAY	502	\$15,000	\$102
P6SE1A 20 12	335 S NEW ST	302	\$189,900	\$1,291
P6SW2B 12 10	337 BROADWAY	502	\$18,800	\$128
P6SE1A 19 6	337 -35 VINE ST	562	\$96,100	\$653
P6SE1A 15 1	337 BROADHEAD AVE	554	\$189,900	\$1,291
P6SW2B 7 8	338 WYANDOTTE ST	300	\$122,400	\$832
P6SW2B 12 11	339 BROADWAY	502	\$18,000	\$122
P6SW2B 12 14	347 BROADWAY	502	\$17,500	\$119
P6SW2B 12 16	353 BROADWAY	502	\$22,500	\$153
P6SW2B 12 17	355 BROADWAY	502	\$31,200	\$212
P6SE1A 10 7	4 W 3RD ST	300	\$7,500	\$51
P6SW2B 12 17A	401 BROADWAY	502	\$22,700	\$154
P6SE1B 15 18	401 -03 E 4TH ST	554	\$78,900	\$537
P6SE1B 24 1	402 -406 E 4TH ST	502	\$83,500	\$568
P6SE1B 15 17	405 E 4TH ST	554	\$55,600	\$378
P6SE1B 5 1	406 -08 E 3RD SEE MP	568	\$5,800	\$39
P6SE1A 25 12	407 -09 VINE ST	120	\$50,100	\$341
P6SW2B 12 28	409 WYANDOTTE ST	502	\$48,200	\$328
P6SE1B 15 15	409 E 4TH ST	160	\$58,400	\$397
P6SE1B 24 2	410 E 4TH ST	502	\$31,300	\$213
P6SW2B 11 7	410 WYANDOTTE ST	120	\$22,500	\$153
P6SW2B 12 27	411 WYANDOTTE ST	502	\$35,000	\$238
P6SE1B 24 3	412 E 4TH ST	502	\$33,600	\$228
P6SE1A 25 11A	413 VINE ST	120	\$32,500	\$221

Southside Bethlehem CBD – NON-SINGLE FAMILY RESIDENTIAL TAXABLE PARCELS

P6SW2B 12 26	413 WYANDOTTE ST	502	\$50,600	\$344
P6SE1B 24 4	414 E 4TH ST	502	\$44,900	\$305
P6SW2B 11 8	414 WYANDOTTE ST	120	\$38,200	\$260
P6SE1B 5 3	414 -16 E 3RD ST	400	\$99,100	\$674
P6SW2B 12 25	415 WYANDOTTE ST	502	\$37,200	\$253
P6SE1B 24 5	416 E 4TH ST	502	\$47,000	\$320
P6SW2B 12 24	417 WYANDOTTE ST	502	\$38,700	\$263
P6SE1B 5 4	418 E 3RD ST	502	\$93,300	\$634
P6SW2B 12 23	419 WYANDOTTE ST	401	\$40,300	\$274
P6SW2C 9 2	420 BROADWAY	562	\$38,300	\$260
P6SW2B 11 11	420 WYANDOTTE ST	120	\$54,300	\$369
P6SE1B 5 5	422 -30 E 3RD ST	568	\$5,200	\$35
P6SW2B 12 21	423 WYANDOTTE ST	502	\$31,400	\$214
P6SW2B 12 20	425 WYANDOTTE ST	502	\$29,700	\$202
P6SW2B 12 19	427 WYANDOTTE ST	502	\$42,700	\$290
P6SW2B 11 13A	428 WYANDOTTE ST	120	\$46,600	\$317
P6SE1B 24 8	428 -34 E 4TH ST	500	\$124,100	\$844
P6SW2B 12 18	429 WYANDOTTE ST	502	\$36,000	\$245
P6SE1B 15 8	429 -31 E 4TH ST	300	\$82,600	\$562
P6SW2B 11 13	430 WYANDOTTE ST	555	\$49,600	\$337
P6SW2C 4 4	431 -33 WYANDOTTE ST	120	\$67,900	\$462
P6SW2C 4 2	437 WYANDOTTE ST	502	\$67,300	\$458
P6SW2C 4 1	441 WYANDOTTE ST	300	\$20,000	\$136
P6SW2C 3 2	448 WYANDOTTE ST	552	\$212,200	\$1,443
P6SE1A 20 11	5 E 4TH ST	502	\$48,400	\$329
P6SW2C 9 1	501 -07 WYANDOTTE ST	562	\$55,000	\$374
P6SW2C 8 3	502 -04 BROADWAY	301	\$125,200	\$851
P6SW2C 20 1	520 WYANDOTTE ST	570	\$215,100	\$1,463
P6SE1A 25 7-A10	6 W 4TH ST UNIT A10	510	\$52,900	\$360
P6SE1A 25 7-A9	6 W 4TH ST UNIT A9	510	\$53,100	\$361
P6SE1A 20 10	7 E 4TH ST	502	\$47,900	\$326
P6SE1A 19 2	7 -09 W 4TH ST	502	\$66,100	\$449
P6SE1A 25 7-B9	7 W MORTON ST	510	\$66,900	\$455
P6SE1A 20 9	9 E 4TH ST	502	\$65,400	\$445
P6SW2C 5 1	BROADWAY	327	\$185,100	\$1,259
P6SW2C 9 7	CARLTON AVE	550	\$37,200	\$253
P6 2 2C	COLUMBIA ST	701	\$218,600	\$1,486
P6SE1B 1 9	COLUMBIA ST	300	\$56,500	\$384
P6SE1A 5 2	E 3RD ST	570	\$140,000	\$952
P6SE1A 25 7-B7	MORTON ST	510	\$41,600	\$283
P6SE1A 25 7-B8	MORTON ST	510	\$19,600	\$133

Southside Bethlehem CBD – NON-SINGLE FAMILY RESIDENTIAL TAXABLE PARCELS

P6 2 3C-2	NO W 3RD ST	98	\$16,700	\$114
P6 2 3C-2A	NO W 3RD ST	98	\$100	\$1
P6SE1B 2 10	POLK ST	98	\$2,300	\$16
P6SE1D 7 1	S NEW ST	920	\$990,500	\$6,735
P6SW2B 8 11	SHAWNEE ST	181	\$2,800	\$19
P6SE1B 14 16	TAYLOR ST	181	\$6,200	\$42
P6NE4D 1 2	UNION STATION	98	\$400	\$3
P6NE4D 1 1	W 2ND ST	701	\$437,000	\$2,972
P6 2 3A	W 3RD ST	90	\$7,000	\$48
P6 2 3C-1	W 3RD ST	98	\$11,600	\$79
P6SW2B 12 29	WYANDOTTE ST	568	\$15,000	\$102
			\$25,548,200	\$173,728

EXHIBIT D

BYLAWS
of the
South Bethlehem Community Benefit District Incorporated
Bethlehem, Pennsylvania 18015

ARTICLE I
NAME and PRINCIPAL OFFICE

Section 1: Name: The name of this corporation shall be South Bethlehem Community Benefit District Incorporated (hereinafter referred to as "SBCBD Inc.").

Section 2: Offices: The principal office and place of business of this non-profit corporation shall be *[street address]*, Bethlehem, PA 18015. SBCBD Inc. may have such other offices either within or without the State as the Board of Directors may designate or as SBCBD Inc. may require from time to time.

ARTICLE II
PURPOSE

Section 1: Purpose: SBCBD Inc. is organized to operate exclusively for charitable and educational purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Internal Revenue law) and to serve as the Neighborhood Improvement District Management Association (NIDMA) as defined by the Commonwealth of Pennsylvania's Neighborhood Improvement District Act of 2000 for the approved Southside Bethlehem Community Benefit District. More specifically:

- (a) to take remedial actions to eliminate the physical, economic and social deterioration of South Bethlehem's traditional downtown area and thereby promote South Bethlehem and contribute to its community betterment;
- (b) to disseminate information of and promote interest in the history, culture, architecture, economic opportunities and public use of South Bethlehem's traditional downtown area;
- (c) to hold meetings, seminars and other activities for the instruction of members and the public in those activities such as building rehabilitation and design, economic restructuring and planning management that foster the preservation of South Bethlehem's traditional downtown area, and enhance the understanding and appreciation of its history, culture and architecture and economic opportunities;
- (d) to aid, work with, and participate in the activities of other organizations, individuals and public and private entities located within and outside South Bethlehem engaged in similar purposes;
- (e) to solicit and receive and administer funds for these purposes and to that end to take and hold by bequest, devise, gift, grant, purchase, lease or otherwise, either absolutely or

jointly with another person or corporation, any property, real, personal, tangible or intangible, or any undivided interest therein, without limitation as to amount of value; to sell, convey or otherwise dispose of any such property and to invest, reinvest or deal with the principal or the income thereof in such manner as, in the judgment of SBCBD Inc.'s Board of Directors, will best promote the purposes of SBCBD Inc. without limitation, except such limitation, if any, as may be contained in the instrument under which such property is received, the By Laws of SBCBD Inc., or any laws applicable thereto.

Section 2: Acts Not Permitted: In furtherance but not in limitation thereof, SBCBD Inc. shall not engage in any transaction or permit any act or omission which shall operate to deprive it of its tax-exempt status under Section 501 (c)(3) of the Code. SBCBD Inc. also has such powers as are now or may hereafter be granted under the laws of Pennsylvania that are furtherance of SBCBD Inc.'s exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue code of 1986 or the corresponding section of any future federal tax codes.

Section 3: Political Influence: SBCBD Inc. shall not carry on propaganda or otherwise attempt to influence legislation except as an insubstantial part of its activities. SBCBD Inc. shall not in any manner or to any extent participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office; nor shall it engage in any "prohibited transaction" as defined in Section 503(b) of the Internal Revenue Code of 1986.

Section 4: Earnings: No part of the net earnings of SBCBD Inc. shall inure to the benefit of any member of SBCBD Inc. or other private individual except that SBCBD Inc. shall be authorized and empowered to pay reasonable compensation for services rendered herein. None of the property of SBCBD Inc. shall be distributed directly or indirectly to any member of SBCBD Inc. except in fulfillment of its charitable and educational purposes enumerated herein.

Section 5: Assets: No part of the assets of SBCBD Inc. shall ever inure to the benefit of any officer, member, or director of SBCBD Inc. or any other individual except that reasonable compensation may be paid to employees of SBCBD Inc. or others for services rendered to SBCBD Inc. upon authorization of the Board of Directors. In the event of dissolution or liquidation of SBCBD Inc., any assets then remaining shall be distributed among such other organizations as shall qualify at the time as exempt organizations described in Code Section 501(c)(3) as the Board of Directors shall determine, such assets to be used for purposes consistent with those described in the immediately preceding subparagraphs lettered (a) through (e).

Section 6: Corporate Identity: The private property of the members of SBCBD Inc. shall be absolutely exempt from any and all debts of SBCBD Inc. No members of SBCBD Inc. shall be personally responsible or liable for accounts of SBCBD Inc.

Section 7: Membership:

(a) No person shall be denied membership, nor shall any person be denied election or appointment as a director or officer, employee, or agent of SBCBD Inc. on the basis of that person's race, religion, national origin, sex, age, handicap or disability, or protected veteran status.

(b) All conflicts of interest on the part of any director or officer of SBCBD Inc. shall be disclosed to the Board of Directors in writing or if disclosure is made at a regular meeting of the Board of Directors, orally. For purposes of these By Laws, a conflict of interest shall occur when an individual serving in the capacity of an officer or director of SBCBD Inc., shall have an interest in any transaction or matter being considered by SBCBD Inc. (said interest being financial or by virtue of an association with an entity which is the subject of proposed action by SBCBD Inc.); conflicts of interest shall include actual and potential conflicts of interests. Any member having a conflict of interest on any matter shall not vote or use his or her personal influence on the matter, and anything in these By Laws to the contrary notwithstanding, he or she shall not be counted in determining the quorum for the meeting, even where permitted by law. The minutes of the meeting shall reflect any disclosure, abstention from voting, the nature of the conflict of interest, and whether a quorum was met. Any individual who discloses a conflict of interest shall not be prohibited from attending the meeting in which the proposed action of SBCBD Inc. is discussed, nor shall the member be prohibited from briefly stating his or her position on the matter or participating in general discussion regarding the matter, unless the individual's removal from the meeting is requested by a majority of the disinterested members of the Board.

ARTICLE III
PROGRAM AREA

Section 1: Program Area: The program area shall be the area defined as the Southside Bethlehem Community Benefit District in the final plan for such district as approved by the Council of the City of Bethlehem.

ARTICLE IV
GOVERNING BODY

Section 1: General Powers: The Board of Directors of SBCBD Inc. shall constitute the governing body of SBCBD Inc.; however, certain actions of SBCBD Inc. or the Board, as specified herein, shall require the approval of the membership.

ARTICLE V **MEMBERSHIP**

Section 1: Classes of Membership:

SBCBD Inc. shall have three classes of membership:

(a) Property Owner Members: This class of membership is reserved solely and exclusively for each individual, corporation, and/or organization who owns one or more non-single family residential taxable parcels within the boundaries of the approved South Bethlehem Community Benefit District. Property Owner Members shall pay their annual dues to the SBCBD Inc. in the form of a mandatory assessment on their property as defined in the approved South Bethlehem Community Benefit District plan.

(b) Associate Members: This class of membership is reserved for individuals, businesses, or professional organizations who are not Property Owner Members but who support the goals of SBCBD Inc. and elect to make a financial contribution toward the SBCBD Inc. in the form of an annual dues payment.

(c) Sponsoring Members: This class of membership is reserved for individuals, businesses, or professional organizations who are not Property Owner Members and who contribute to the goals of SBCBD Inc. by sponsoring one or more specific activities of the SBCBD Inc.

Section 2: Dues: The Board of Directors shall establish annual dues and assessments as it deems appropriate. Such establishment of dues and assessments shall include method of payment and application of procedure.

Section 3: Eligibility of Membership: Each individual, corporation, and/or organization who owns one or more tax parcels within the boundaries of the approved South Bethlehem Community Benefit District shall be considered an eligible member. Any other business, organization or individual interested in supporting the purposes of SBCBD Inc. may become a member by filing an application in such form as the Board of Directors shall prescribe, and subject to the payment of such dues as the Board of Directors shall establish.

Section 4: Standard of Care; Justifiable Reliance: A Board Member shall stand in a fiduciary relation to SBCBD Inc. and shall perform his or her duties as a Board Member, including duties as a member of any committee of the Board upon which the Board member may serve, in good

faith, in a manner the Board member reasonably believes to be in the best interests of SBCBD Inc. and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Board Member 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 or presented by any of the following:

- (a) One or more officers or employees of SBCBD Inc. whom the Board Member reasonably believes to be reliable and competent in the matters presented.
- (b) Counsel, public accountants or other persons as to matters which the Board Member reasonably believes to be within the professional or expert competence of such person.
- (c) A committee of the Board upon which the Board Member does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Board Member reasonably believes to merit confidence.

A Board Member shall not be considered to be acting in good faith if the Board Member has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 5: Voting Rights: Each Property Owner Member shall be entitled to one vote for each of the tax parcels within the boundaries of the approved Southside Bethlehem Community Benefit District owned by that member. Each other active member in good standing shall be entitled to one vote. The voting power, rights, and interest of each member shall be equal, and no member can have or acquire a greater interest than any other member, except as specified in these By Laws.

Section 6: Suspension: A member may be suspended from SBCBD Inc. and the member's rights withdrawn for non-payment of assessments and/or dues. Said suspension shall occur as follows:

- (a) Delinquency in payment of member's assessment and/or dues;
- (b) Notice from the Treasurer of SBCBD Inc. of failure to make payment;
- (c) A second notice for failure to make payment and mailing of a notice of suspension hearing (all notices mailed by regular mail to lot address and member's address according to the corporate records, are deemed received).
- (d) A determination of suspension from membership by two-thirds (2/3) vote of the Board of Directors, the decision of the Board may be overruled by a vote of two-thirds (2/3) of the membership in a special meeting called for that purpose; and
- (e) During suspension, a member shall lose all right to vote, to use corporate facilities, or to enjoy any advantages of corporate membership.

Section 7: Resignation: Associate and Sponsoring Members may resign by filing a written resignation with the Secretary.

Section 8: Reinstatement: A membership that has been suspended may be reinstated upon the approval of two-thirds (2/3) vote of the Board of Directors, but only so long as assessments and dues have been brought current and the prospective member fulfills all of the requirements of general membership within these By-Laws. Upon approval of two-thirds (2/3) vote of the Board of Directors, the membership shall be returned to good standing.

Section 9: Transfer: Membership in SBCBD Inc. shall not be sold, assigned or transferred; however, sale by a member of the business district location shall transfer to the purchaser or new business owner the seller's right to membership in SBCBD Inc., and on such sale the member-seller's Membership Certificate shall be transferred to the new owner. Purchaser and seller members are jointly and severally liable for all unpaid assessments from the date of sale until transfer on the corporate books are complete; after notice of transfer, Purchaser (new member) is solely liable.

ARTICLE VI **MEETING OF MEMBERS**

Section 1: Place: All meetings of members shall be held at such place within the boundaries of the approved South Bethlehem Community Benefit District, as the Board of Directors may determine.

Section 2: Annual Meetings of Members: The annual meeting of the members of SBCBD Inc. shall be held in the first four (4) months of each year. The time and place of the annual membership meeting shall be determined by the Board of Directors. If the Board fails to call the meeting for any reason, any member may make demand that such meeting be held within a reasonable time, such demands are to be made in writing by registered mail directed to any officer of SBCBD Inc. If the annual meeting is not held within sixty (60) days thereafter, any member may compel the holding of the meeting by legal action filed in local county name against the Board. Any business transactions or elections held at a delayed meeting shall be as valid as if transacted or held at a timely held annual meeting.

Section 3: Special Meetings of Members: Special meetings of membership of SBCBD Inc. shall be held whenever called by the president, a majority of the Board of Directors, or ten percent (10%) of the members entitled to vote at such a meeting.

Section 4: Notice of Membership Meeting: Notice of each annual and special membership meeting shall state the time, place and purpose for such meeting and shall be mailed, not less than ten (10) nor more than fifty (50) days prior to the date of the meeting, to each member of record at his/her address as it appears on the membership books of SBCBD Inc., unless he/she shall have filed with the secretary of SBCBD Inc. a written request that notice intended for him

be mailed to the address designated in such request. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member with postage prepaid. Any adjournment or adjournments of any annual or special meeting may be held without new notice being given.

Section 5: Waiver of Notice of Membership Meeting: Whenever any notice is required to be given to any member, a waiver thereof in writing signed by any person entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 6: Quorum at Membership Meetings: Members holding one-tenth (1/10) of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum at a meeting of members. If a quorum is present the affirmative vote of the majority of the members present at the meeting and entitled to vote on the subject matter shall be the act of the membership. However, for the purpose of ratifying amendments to the By-Laws dealing with dues structure, or voting mechanism; and any purchase or sale of real property then the ten percent (10%) quorum restriction shall not apply. Instead, Fifty-one percent (51%) of total vote must be in favor of ratification. (See Amendment Article.) For those issues, all members must be given an opportunity to ratify in writing.

Section 7: Proxies: At any meeting of members, a member entitled to vote may vote by proxy, executed in writing by the member.

Section 8: Regular Business: The regular business of SBCBD Inc. may be carried out by a simple majority of voting memberships present in person or by proxy at any annual, regular or special meeting, except as otherwise stated in these By-Laws, all parliamentary questions shall be ruled by Robert's Rules of Order (latest edition available at meeting).

ARTICLE VII **BOARD OF DIRECTORS**

Section 1: Number, Term and Election of Directors:

(a) The Board of Directors shall consist of nine (9) directors, seven (7) of whom shall be voting members of the Board, and two (2) of whom shall be members ex officio as provided in subsection. The seven voting members shall be comprised of four (4) Property Owner Members who own one or more commercial properties within the approved Southside Bethlehem Community Benefit District, two (2) representative of not-for-profit institutions who are Members of the SBCBD Inc., and (1) one representative of the City of Bethlehem. (b). Each member of the Board of Directors shall be a member of SBCBD Inc. Voting directors shall hold office for a term of three (3) years, with the directors having staggered terms. In the first year of the existence of

SBCBD Inc., three (3) directors shall serve for one (1) year, two (2) shall serve for two (2) years and two (2) shall serve for three (3) years; future elections shall be held in such a manner so as to fill vacancies which occur as the result of the staggering terms. The directors elected shall be those receiving the most votes at the annual meeting.

(b) Ex officio members of the Board of Directors shall be appointed to the Board by virtue of their position and/or association with an agency that represents a complimentary partner to the organization as deemed by the Board of Directors. There shall be no set terms for ex officio members of the Board of Directors. Such ex officio board members shall benefit from all rights and be subject to all obligations contained in these By-Laws. Ex officio directors shall not vote on any matters before the Board of Directors, but nothing shall prohibit ex officio directors from participating in the consideration or discussion of any matter, nor shall anything prohibit an ex officio director's presence at any regular or special meeting of the directors.

Section 2: Nominations: The Board of Directors may appoint a nominating committee to make nominations for the election of the Board of Directors. Additionally, nominations for the election may be made at the floor of the annual meeting of SBCBD Inc.

Section 3: Cumulative Voting At-large: A member may vote, in person or by proxy, as many votes as there are directors to be elected: one vote for each director position or such member may cumulate the votes for each director position or the member may distribute the votes on the same principle among any number of such candidates.

Section 4: Standard of Care: Except as otherwise provided in the Articles of Incorporation, an officer shall perform his or her duties as an officer in good faith, in a manner he or she reasonably believes to be in the best interests of SBCBD Inc. and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. A person who so performs his or her duties shall not be liable by reason of having been an officer of SBCBD Inc. At the end of his/her term in office, an officer shall return all records to the office of SBCBD Inc.

Section 5: Removal of Directors: Any director or directors may be removed for any reason, by a majority vote of the membership of SBCBD Inc. at a special meeting of the membership called for such purpose. Notice of such proposed removal must be given in writing to the director or directors sought to be removed and to the membership not less than ten (10) days and no more than fifty (50) days prior to that special meeting. If less than the entire board is to be removed, no one director may be removed if the votes cast against removal would have been sufficient to elect that director if the same votes were cumulatively voted at an election of the entire Board of Directors.

Section 6: Qualification: Any Director may lose his or her position as Director by disqualification for the following reasons:

- (a) Loss of membership in SBCBD Inc.;
- (b) Absence from three (3) consecutive Board of Director's meetings without just cause; or
- (c) Continuing conflict between outside interest and duties as a Director. The final determination of disqualification shall be made by the Board of Directors by a three-fourths (3/4) affirmative vote of the Directors. Upon such an affirmative determination of disqualification, that position shall be considered vacant.

Section 7: Vacancies on Board of Directors: Any vacancy occurring in the Board of Directors for any cause other than by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of this predecessor in office. Any vacancy to be filled by reason of an increase in the number of directors or in the event of the removal of the whole board shall be elected by the membership at an annual or special membership meeting.

Section 8: Regular Meetings: Regular meetings of the Board of Directors shall be conducted at least quarterly at a time and a place as may be fixed by the Board. Notice of the time and the place of the regular meetings shall be given to each Director personally, by United States mail, by telephone, by fax, or by internet e-mail at least three (3) days prior to the day named for the meeting.

Section 9: Special Meetings: A special meeting of the Board of Directors may be called by written notice signed by the President or by any three directors other than the President. Notice of the time and the place of any special meeting shall be given to each Director personally, by United States mail, by telephone, by fax, or by internet e-mail at least three (3) days prior to the day named for the meeting. The notice shall include a description of the special business to be considered by the Board of Directors. No business other than that specified shall be conducted at such meeting.

Section 10: Waiver of Notice: Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving notice to that director. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice except where such attendance is for the limited and expressed purpose of objecting to the transaction of any business at the meeting because the meeting is not lawfully called or convened.

Section 11: Quorum of Directors: A majority of the directors shall constitute a quorum for the transaction of business. The act of a majority of the directors present at a meeting, at which a quorum is present, shall be the act of the Board of Directors.

Section 12: Action by Unanimous Consent of Directors: Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all of the Board of Directors consent in writing to such action. Said consent may occur by fax, or internet e-mail and may later be ratified in writing. Such consent shall have the same effect as a unanimous vote.

Section 13: Board Meetings Open to Members: Regular and special meetings of the Board shall be open to all members of SBCBD Inc.; however, members who are not on the Board may not participate in any deliberation or any discussion unless expressly so authorized by vote of a majority of the quorum of the Board of Directors.

Section 14: Executive Session: The Board may, with the approval of two-thirds (2/3) of the quorum of the Directors, adjourn the meeting and reconvene in Executive Session to discuss and vote upon matters dealing with personnel or litigation on which SBCBD Inc. may become involved; the nature of any and all business to be considered in Executive Session shall first be announced in open session.

Section 15: Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration and management of the affairs of SBCBD Inc. to the full extent allowed under law.

Section 16: Committee Designation: The Board of Directors may, by majority vote of the Directors, designate one (1) or more committees authorizing such committee or committees to act with the authority of the Board of Directors. The delegation of the duty or duties shall be specific, limited in scope, time and type of authority. Each such committee shall have three (3) or more members, a majority of which must be Directors in good standing.

Other advisory committees lacking the delegated authority may be appointed with or without directors as members as the Board desires. One such committee shall be the District Advisory Committee (DAC), which shall be comprised of between (5) five and (9) nine members and who shall be representative of the district's character, including but not limited to age, sex, and cultural diversity.

Section 17: Compensation: The members of the Board of Directors shall serve without compensation.

ARTICLE VIII

OFFICERS OF SBCBD INC.

Section 1: Officers Enumerated: Qualifications: The officers of this corporation shall consist of a President, one or more Vice Presidents, a Secretary and a Treasurer. Each of the above specified officers shall be a director and shall be elected by the Board for a one-year term. The Board may also appoint such other officers as they may deem desirable; such officers shall have the authority and perform the duties prescribed from time to time by the Board.

Section 2: Duties of President: The President shall be the principal executive officer of SBCBD Inc. and shall in general supervise and control all of the business and affairs of SBCBD Inc. The President shall preside at all meetings; shall sign, with the Secretary and Treasurer, or any other proper officer of SBCBD Inc. authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors have authorized to be executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors. The President shall act as chairperson for Board meetings and shall not vote except to break a tie.

Section 3: Duties of Vice President: Except as especially limited by the Board of Directors, the Vice President shall perform the duties and have the powers of the President during his or her absence or disability. The Vice President shall also perform such other duties and have such other powers as the Board shall designate.

Section 4: Duties of Secretary: The Secretary shall keep the minutes of the meetings of the members in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of SBCBD Inc. records and of the Seal of SBCBD Inc. and see that the Seal of SBCBD Inc. is affixed to all documents, the execution of which on behalf of SBCBD Inc. under its seal is duty authorized in accordance with these By Laws or by law; keep a register of the post office addresses of each member, which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned by the President or the members. Certain Duties of the Secretary may be assigned by the Board to an agent or employee of SBCBD Inc.

Section 5: Duties of Treasurer: The Treasurer shall have charge of and be responsible for all funds and securities of SBCBD Inc.; receive and give receipts for monies paid to SBCBD Inc. from any source whatsoever, and deposit all such monies in the name of SBCBD Inc. in such banks, trust companies or other depositories; and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to such by the President or the members.

Section 6: Authority to Sign Checks: All checks, drafts, notes, or other obligations for the payment of money shall be signed by such two or more officer or officers or agent or agents as the Board of Directors shall direct.

Section 7: Resignation and Removal of Officers and Appointees: Any officer may resign at any time by giving written notice to SBCBD Inc., to the Board of Directors. Any such resignation shall take effect at the time specified therein, or, if the time be not specified, upon its acceptance by the Board of Directors. Any officer or appointees may be removed by the Board of Directors by majority vote.

Section 8: Vacancies: A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

ARTICLE IX **RECEIPT OF NON-CORPORATE ASSETS**

Section 1: Gifts: The membership or the Board of Directors of SBCBD Inc. may accept on behalf of SBCBD Inc. any contribution, gift, bequest or devise for general purposes or for any special purpose of SBCBD Inc.

ARTICLE X **CERTIFICATES and MEMBERSHIP**

Section 1: Issuance of Certificate: Property Owner Members shall be deemed to be Members by virtue of their ownership of one or more non-single family residential taxable parcels within the boundaries of the approved Southside Bethlehem Community Benefit District and shall not be provided a Certificate of Membership. Each other member shall be issued a Certificate of Membership in the business and/or individual names and delivered to the members by the Secretary. Such certificate of membership shall be signed by the President and Secretary and sealed with the Seal of SBCBD Inc. The name and address of each member, the date of issuance of the certificate and its number shall be entered on the membership records of SBCBD Inc. Acceptance of the certificate and the rights of corporate membership shall evidence the member's contractual agreement to be bound by these By-Laws, rules and regulations of this Corporation.

Section 2: Transfer or Loss of Certificate: Upon the resignation or expulsion of a member the member's certificate of stock shall be cancelled and shall be so recorded in SBCBD Inc. membership record book.

ARTICLE XI
BOOKS and RECORDS

Section 1: Books and Records: SBCBD Inc. shall keep correct and complete books and records of account and shall also keep Minutes of the proceedings of its member's meetings and meetings of its Board of Directors and committees having any of the authority of SBCBD Inc. The Secretary shall keep those records and a record giving the names and addresses of the members entitled to vote at a known location. All books and records of SBCBD Inc. may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

Section 2: Rules and Regulations: The Board of Directors shall have the right and power to make rules and regulations for the general welfare of SBCBD Inc. and the business district of South Bethlehem.

Section 3: Audit: The books and records shall be audited on an annual basis and notice of the results of such audit shall be disclosed at a meeting of the membership.

ARTICLE XII
FISCAL YEAR and BUDGET

Section 1: Fiscal Year: The fiscal year of SBCBD Inc. shall be January 1st through December 31st.

Section 2: Budget: The Board of Directors shall project revenues and estimate expenditures each autumn for the next year. The proposed budget shall be submitted to the members by the 1st of December each year. The Board shall hold a membership meeting, open to the public, to review the budget prior to December 1st of each year.

ARTICLE XIII
ASSESSMENTS and CHARGES

Section 1: Assessments: Property Owner Members shall pay their annual dues to the SBCBD Inc. in the form of the mandatory assessment on their property as defined in the approved South Bethlehem Community Benefit District plan.

Section 2 Dues: Associate and Sponsoring Members may be charged dues at whatever amount the Board of Directors may deem appropriate. The Board may expend the collected dues for any appropriate corporate purpose as stipulated in Article II of these By-Laws.

Section 3: Payments and Modifications: All charged dues shall be due at a time specified by the Board of Directors. All charged dues shall be spent exclusively for the specific facility, equipment or service use for which it is meant. Any modification of classified assessments shall require a majority vote of the Board of Directors.

ARTICLE XIV **ENFORCEMENT**

Section 1: Enforcement: Generalities: Broad enforcement is intended in order to efficiently assure success of SBCBD Inc. and its purposes. The Board of Directors, on behalf of SBCBD Inc., shall have the right to enforce by any proceeding in law or equity, all requirements of the rules, regulations and By-Laws of SBCBD Inc. Enforcement shall be consistent with notice provisions contained herein. No one shall be liable for failure to enforce the requirements.

Section 2: Reservation of Other Remedies: All remedies set forth herein are not exclusive. In addition to the remedies set forth above, SBCBD Inc. reserves the right to enforce by any other lawful action.

Section 3: Enforcement: Attorney's Fees: In any legal or equitable proceeding for the enforcement of any provision of this Corporation or its By-laws, whether it be an action for damages, declaratory relief or injunctive relief, or any other action in district or appellate court, the losing party or parties shall pay reasonable attorney's fees of the prevailing party or parties. Except no attorney's fees shall be awarded against SBCBD Inc. unless SBCBD Inc.'s actions are deemed by the presiding court to be frivolous and without basis in fact and law.

Section 4: Enforcement: Notice Requirement: Prior to taking any action of enforcement against any violating member, the Board of Directors shall deliver, or assign an agent of the Board to deliver, to the violating property owner written notice of the nature of the violation. The violating member shall be allowed thirty (30) days to correct the violation. At the end of the thirty (30) days if the violation remains, enforcement may be commenced. Notice shall be deemed delivered five (5) days after any written notice is mailed by certified mail, return receipt requested, addressed to member at address shown in the corporate records.

Section 5: Enforcement: Failure to Enforce is No Waiver: The failure to enforce any requirement contained in this Declaration shall in no event be deemed to be a waiver of the right to enforce that requirement or any other provision thereafter.

ARTICLE XV
INDEMNIFICATION OF BOARD MEMBERS, OFFICERS & AUTHORIZED REPRESENTATIVES

Section 1: Scope of Indemnification: SBCBD Inc. shall indemnify an indemnified representative against any liability incurred in connection with any proceeding in which the indemnified representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an indemnified capacity, including, without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:

- (a) where such indemnification is expressly prohibited by applicable law;
- (b) where the conduct of the indemnified representative has been finally determined pursuant to Section 6.06 or otherwise:
 - (i) to constitute willful misconduct or recklessness within the meaning of 42 Pa. CS. §8365(b) or any superseding provision of law sufficient in the circumstances to bar indemnification against liabilities arising from the conduct; or
 - (ii) to be based upon or attributable to the receipt by the indemnified representative from SBCBD Inc. of a personal benefit to which the indemnified representative is not legally entitled; or
- (c) Partial Payment: If an indemnified representative is entitled to indemnification in respect of a portion, but not all, of any liabilities to which such person may be subject, SBCBD Inc. shall indemnify such indemnified representative to the maximum extent for such portion of the liabilities.
- (d) Presumption. The termination of a proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the indemnified representative is not entitled to indemnification.

Section 2: Definitions: For purposes of this Article:

- (a) "indemnified capacity" means any and all past, present and future service by an indemnified representative in one or more capacities as a Board Member, officer, employee or agent of SBCBD Inc., or, at the request of SBCBD Inc., as a Board Member, officer, employee, agent, fiduciary or trustee of another Corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise;
- (b) "indemnified representative" means any and all Board Members and officers of SBCBD Inc. and any other person designated as an indemnified representative by the Board of SBCBD Inc. (which may, but need not, include any person serving at the request of SBCBD Inc., as a Board Member, officer, employee, agent, fiduciary or trustee of another Corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise);

(c) "liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense, of any nature (including, without limitation, attorneys' fees and disbursements); and

(d) "Proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of SBCBD Inc., or otherwise.

Section 3: Proceedings Initiated by Indemnified Representatives:

Notwithstanding any other provision of this Article, SBCBD Inc. shall not indemnify under this Article an indemnified representative for any liability incurred in a proceeding initiated (which shall not be deemed to include counter-claims or affirmative defenses) or participated in as an intervenor or amicus curiae by the person seeking indemnification unless such initiation of or participation in the proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the Board Members in office. This section does not apply to reimbursement of expenses incurred in successfully prosecuting or defending the rights of an indemnified representative granted by or pursuant to this Article.

Section 4: Advancing Expenses: SBCBD Inc. shall pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an indemnified representative in advance of the final disposition of a proceeding described in Section 6.01 or the initial of or participation in which is authorized pursuant to Section 6.02 upon receipt of all undertaking by or on behalf of the indemnified representative to repay the amount if it is ultimately determined that such person is not entitled to be indemnified by SBCBD Inc. pursuant to this Article. The financial ability of an indemnified representative to repay an advance shall not be a prerequisite to the making of such advance. Notwithstanding the preceding or any other provision of these By-laws, in no event shall SBCBD Inc. be required to pay any expenses of an indemnified representative in advance of the final disposition of any proceeding where such proceeding has been initiated by SBCBD Inc. against the indemnified representative or where such proceeding involves any claim by or in the right of SBCBD Inc. against the indemnified representative for any improper benefit that the indemnified representative may have derived by reason of his or her employment with or representation of SBCBD Inc..

Section 5: Securing of Indemnification Obligations: To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, SBCBD Inc. may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of SBCBD Inc., or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board shall deem appropriate., Absent fraud, the determination of the Board with respect to such amounts, costs,

terms and conditions shall be conclusive against all security holders, officers and Board Members and shall not be subject to voidability.

Section 6: Payment of Indemnification: An indemnified representative shall be entitled to indemnification within 30 days after a written request for indemnification has been delivered to the Secretary of SBCBD Inc.

Section 7: Contribution: If the indemnification provided for in this Article or otherwise is unavailable for any reason in respect of any liability or portion thereof, SBCBD Inc. shall contribute to the liabilities to which the indemnified representative may be subject in such proportion as is appropriate to reflect the intent of this Article or otherwise.

Section 8: Mandatory Indemnification of Board Members, Officers and Others:

To the extent that an authorized representative of SBCBD Inc. has been successful on the merits or otherwise in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys fees and disbursements) actually and reasonably incurred by such person in connection therewith.

Section 9: Contract rights; amendment or repeal: All rights under this Article shall be deemed a contract between SBCBD Inc. and the indemnified representative pursuant to which SBCBD Inc. and each indemnified representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

Section 10: Scope of Article: The rights granted by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement, vote of disinterested Board Members or otherwise both as to action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution and advancement of expenses provided by or granted pursuant to this Article shall continue as to a person who has ceased to be an indemnified representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

Section 11: Reliance on Provisions: Each person who shall act as an indemnified representative of SBCBD Inc. shall be deemed to be doing so in reliance upon the rights provided by this Article.

ARTICLE XVI
DISSOLUTION

Section 1: Dissolution: SBCBD Inc. shall be dissolved upon the legal termination of the Southside Bethlehem Community Benefit District. In the event of dissolution or liquidation of SBCBD Inc., any assets then remaining shall be distributed as outlined in these By Laws.

ARTICLE XVII
SEAL

Section 1: Seal: The Board of Directors shall acquire a corporate seal which shall be circular in form and shall have inscribed thereon the name of SBCBD Inc., the state of its incorporation and the words "Corporate Seal."

ARTICLE XVIII
AMENDMENT

Section 1: Amendment: These By-Laws may be amended at any meeting of the members. Notice of the proposed modification must be set forth in the written notice of such meeting and in any petition for ratification. At such meeting or in the petition these By-Laws may be amended by the affirmative vote of a majority of the members present, in person or by proxy. In no case shall these By laws be amended in a manner that would not allow the SBCBD Inc. to meet the requirements of a Neighborhood Improvement District Management Association (NIDMA) as defined by the Commonwealth of Pennsylvania's Neighborhood Improvement District Act of 2000 for the approved Southside Bethlehem Community Benefit District.