

COMMUNITY BENEFITS AGREEMENT
MASTER PLAN PROGRAM

INTRODUCTION.

WHEREAS, the member organizations of the Coalition consist of a broad coalition of organizations, businesses, and residents in the Stowe-McKees Rocks areas and the McKees Rocks Community Development Corporation (hereafter referred to as "MRCDC").

WHEREAS, the Allegheny County Housing Authority ("ACHA") is working to develop a draft plan (the "Plan.") for implementation of the Choice Neighborhood Development by Pennrose Developers (hereafter referred to as the "Developer") in the McKees Rocks area.

WHEREAS, as neighborhood lead, MR CDC's support for the plan is essential for grant funding from the United States Department for Housing and Urban Development (hereafter referred to as "HUD").

WHEREAS, the Choice Neighborhood Development presents an opportunity to leverage investments to improve the economic and social vitality of the Stowe-Rocks area;

WHEREAS, the Coalition members and the Developer (the "Parties") wish to enter into this Community Benefits Agreement to outline the roles that each will play in the creation, development and implementation of the Plan.

WHEREAS, the Parties agree that the best way to leverage past, current, and future investments, and to maximize the opportunity for the revitalization of the Stowe-Rocks area, is with the development of a planning document for the area.

WHEREAS, the Coalition has expressed numerous legal and policy concerns regarding the development of the Choice Neighborhood Development.

WHEREAS, numerous other documents have been created...

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Community Benefits Agreement (hereinafter the "CBA"), the Parties agree as follows:

- (1) There shall be a range of community benefits and impact mitigations that will be provided by the Developer as part of the CBA, and
- (2) There shall be an ongoing role for the Coalition in the implementation and oversight of these benefits and mitigations. All requirements set forth below shall begin immediately upon the effective date of the CBA, unless otherwise specified herein.

I. DEFINITIONS.

As used in this Agreement, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Agreement" shall mean this Community Benefits Agreement.

"Coalition Members" shall mean _____.

"Plan" shall mean the plan developed to implement the Choice Neighborhood Development grant.

"Parties" shall mean the Coalition members and Pennrose Developers.

“Design Team” shall mean a team assembled by MRCDC and populated with a mix of members of the Neighborhood and Residents, design professionals, and other stakeholders similar in function to the MRCDC Real Estate Committee, which will be brought in, as needed, to consult on design issues.

“Development Team” shall mean a team that includes 1 representative from Allegheny County Housing Authority, 1 representative from Allegheny County Department of Economic Development, 1 representative from McKees Rocks Community Development Corporation, 1 representative from the McKees Rocks Community Development Corporation Ambassadors, 1 representative each from various community entities to be determined at a later date, 2 municipal government representatives, 2 representatives from the Developer, 1 representative of the community churches, 2 current Hays residents and 2 community residents at large-

“Developer” shall mean Pennrose Developers.

“Community Benefits Agreement” shall mean this agreement.

“Neighborhood” shall mean all of the residents that currently live in the Borough of McKees Rocks.

“Residents” shall mean members of the Neighborhood who currently reside in Hays Manor.

“Streetscape Plan” means the “Chartiers Streetscape Master Plan”

“The Comprehensive Plan” means the Char-West Multi-Municipal Comprehensive Plan, “Rediscovering Community, Connections, Competitiveness”, created in June 2011.

“The McKees Rocks Revitalization Plan” refers to the June 2003 document, ‘The New Founding of McKees Rocks: Pioneering in the 21st Century, A Strategic Revitalization Plan for Rebuilding the Physical Environment.’

“ULI Report” means the Urban Land Institute’s Advisory Services Panel Report for McKees Rocks, Pennsylvania, Rebuilding the Working Communities of McKees Rocks and Esplen, dated December 11-16, 2016.

“Housing Strategy Plan” refers to the McKees Rocks Housing Strategy & Work Plan prepared by PaloAlto Partners in August 2019.

“NEW Town Plan” shall mean the plan developed by Master of Urban Design, Carnegie Mellon University in the Fall of 2015.

II. DEVELOPMENT TEAM

The Parties recognize that development of the Plan that complies with Section III of this CBA requires a diverse set of participants;

The Parties agree to the creation of a Development Team consisting of all interested parties to this project, including, but not limited to:

- 1 representative from Allegheny County Housing Authority,
 - 1 representative from Allegheny County Department of Economic Development,
 - 1 representative from McKees Rocks Community Development Corporation,
 - 1 representative from McKees Rocks Community Development Corporation Ambassadors
 - 1 representative each from ten various business and community stakeholders to be named later,
 - 2 representatives from the McKees Rocks Borough government,
 - 2 representatives from the Developer,
 - 1 representative of the community churches,
 - 2 current Hays residents, and
 - 2 community residents at large-
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- Each organization that will make up the Development Team shall choose a representative from their organization to be a part of this Development Team. The MRCDC shall additionally task the MRCDC

Ambassadors with the responsibility of soliciting volunteers to fill the two positions on the Development Team that will represent the Residents of Hays Manor and the two positions that will represent the Neighborhood community at large. .

- All decisions regarding components of the Plan require a two-thirds consensus amongst the Development Team members. If a two-third consensus is not reached to lead development of the Plan the Parties shall submit the question to a Special Arbitrator under the terms of Section X below.
- The Parties agree that decisions about the Plan must be put before and approved by MR CDC, as representative of the concerns of the Neighborhood;
- The Parties agree that decisions about the Plan must be put before and approved by FOR, as representative of the concerns of the Residents;
- The Development Team agrees to work through disagreements until broader consensus is reached;
- The Development Team commits to being physically present and accessible when requested.

III. DEVELOPMENT PLAN

The Development Team recognizes the need for thoughtful, safe and diverse housing opportunities across the Plan's footprint, integrated with supporting neighborhood amenities for health, wellness, education, job training, and family sustaining career employment.

- The Development Team commits to creating a Plan commensurate with the above description.
- The Development Team commits to meeting on a weekly basis to update all Development Team members on all aspects of the project's progress. These meetings shall be accessible by any member of the Neighborhood or by Residents, should they express an interest in attending. In addition, all meetings shall be recorded for this purpose of sharing with any interested Neighborhood member or any of the Residents.
- The Development Team commits to incorporating intelligent design principles wherever possible to encourage residents to thrive and to live in relative safety and will oversee the incorporation of the efforts of various community entities and stakeholders.
- The Development Team recognizes the mission of various stakeholders and businesses to collaborate with the community, other organizations, and stakeholders to improve the lives of Sto Rox residents across all social determinants and envisions a safe, healthy and prosperous Sto Rox community where every resident has the tools, resources, and opportunities to succeed and move from poverty to prosperity.
- A Design Team will be created by MR CDC and populated with a mix of members of the Neighborhood and Residents, design professionals, and other stakeholders similar in function to the MR CDC Real Estate Committee, which will be brought in, as needed, to consult on design issues.
- The Design Team will be brought in for consultation to ensure that designs are created in a holistic way utilizing best practices. The Design Team will provide advice on all design-related activities as identified by the Development Team, and will review all Plans as the project moves forward. The Design Team will actively be a part of the development of the Plan.
- Such designs will consider walkability, use of greenspace, safety, sustainable building practices, and will leverage assets such as waterfront development. Every effort shall be undertaken to open the Plan up to the rest of the neighborhood, and to remove some of the barriers that isolate the Residents from the remainder of the Neighborhood.

- The DesignTeam commits to using high quality design as much as possible and to secure the resources collectively to accomplish the implementation of those designs.
- The Development Team agrees that any physical space plans will be reviewed by the Design Team for formal approval prior to any public presentation by a Development Team. The Design Team will review all design plans, and such Design Team review shall be taken into consideration by the Development Team as a systematic part of their design process.
- The Development Team commits to creating a plan to maintain physical spaces (interior and exterior) in perpetuity using the same policies and procedures employed at successful housing communities such as Crawford Square in Pittsburgh, (cite other examples here)
- The Development Team commits to work collectively to develop a management plan that incorporates best practices to ensure a safe, diverse, inclusive, and welcoming environment around all housing. A detailed Management plan will be developed collaboratively with the Development Team, in its entirety.
- No Plan will be approved without the prior acquisition of all the parcels involved in the Plan.
- A truly mixed income approach is essential to the successful revitalization of McKees Rocks, and as such, no Plan without a minimum of 50% of market rate units will be approved. (Based on studies that show how vital a mixed income approach is to nurturing a healthy community, i.e., https://www.hud.gov/sites/documents/CN_DEGRAAF.PDF; <https://www.youtube.com/watch?v=Gqkx696yrAl>, 3:48)

IV. COMMUNITY INCLUSIVE APPROACH

A community-inclusive approach to the design and implementation of the Plan is important for all Parties.

All members of the Development Team shall utilize their area of interest or expertise to monitor progress of the project.

A. Inclusive, Transparent Decision-Making

The Development Team agrees to use inclusive and transparent decision-making throughout the planning and construction stages of development, including, but not limited to:

- i. Each Development Team member will choose a team leader that will meet [This is a subset of the Development Team, so for what purpose would they be meeting? How often]
- ii. The Development Team commits to work collectively to educate the Neighborhood and Residents about their options and to include them in the decision-making process. Toward that end, the Development Team shall host a summit once every two months for all interested parties (i.e., the Neighborhood, community organizations, etc.) which could take any number of formats, i.e. round table discussion, open forum/open house in various area locations. The primary purpose of such summits shall be to update and to discuss the development and construction of the Choice Neighborhood project, including, but not limited to:
 - the design schedule and progress;
 - construction schedule and progress;
 - construction staging and potential neighborhood impacts;
 - schedule for bids of trade contracts;
 - opportunities for local participation;
 - opportunities for employment of the Neighborhood and Residents;

- progress toward meeting M/WBE business contracting goals;
- information about individuals in the Neighborhood and Residents who are members of the building trades;
- business opportunities related to the project.

When possible, such meetings would include a Zoom option for community members who cannot attend in person.

a. Team leaders of each Development Team group member commit to attend these summits or to designate a member of their group to attend in their absence

b. Team leaders for each group will be responsible for communicating information from the summit to their respective group members.

iii. The Development Team, in its entirety, shall be responsible for all decisions made regarding the choice of any management company responsible for the management of all new housing units created through this Plan. This crucial decision making is incorporated as it has been found to be important to the Residents, who have indicated having an interest in defining managerial policies and procedures,

iv. The Parties agree that the Development Team, in its entirety, will be made aware of, and invited to attend, all meetings between the ACHA, ACED and the Developer. This requirement shall become effective immediately upon execution of this CBA. Meetings shall be held weekly but can be adjusted by the Development Team as necessary. All Development Team members will be invited to all additional meetings related to the project that are called.

v. Regarding the scheduling of all meetings concerning the Choice Neighborhood project, the Development Team shall:

- Schedule such meetings to be held at reasonable times of the day as agreed upon by all Development Team members, with consideration made for community members that work during the day;
- Ensure that all meetings are recorded and documented and made available for all members to access; and
- Ensure that all meetings will be well advertised and, where available, have a Zoom option for the community.
- The Parties agree that members of the Coalition, including the Neighborhood, community organizations, and external partners, will be given the opportunity to voice their concerns and opinions at all of the above-described meetings. Time will be allotted at each meeting for this purpose and added to the agenda.

vi. All records of funding for projects related to the Choice Neighborhood planning and all stages of development will be made available to any member of the Development Team upon request.

B. Prioritizing Community Goals and Desire

The Development Team commits to including the broader community and Neighborhood goals captured in previous plans and surveys, including the Comprehensive Plan, New Town Plan, The McKees Rocks Revitalization Plan, Streetscape Plan, Housing Strategy Plan.

At the express request of the Residents and the Neighborhood, the Development Team commits to developing a new physical environment that will serve to meet the safety and amenity needs and desires of a diverse population.

The Plan must include:

- Park spaces;
- Workforce readiness opportunity spaces;
- Educational programming;
- Family-sustaining employment opportunities;
- Open design to promote safety, utilizing current best practices ;
- Neighborhood gathering places; and
- Waterfront development.

C. Commitment to the McKees Rocks Community

The Development Team commits to incorporate best practices gained through years of experience and relationship-building into the development process. To define this, several model projects shall be selected as examples.

Development Team members will commit to send a member of their community organization to attend informal activities that improve the community: Clean Team, Flower/garden planting, community gatherings and celebrations, etc or any activity that is planned to promote pride in the community.

Development Team members will commit to send a member to Borough meetings to stay well informed on issues that arise, especially as they pertain to matters that will directly impact any phase of the Choice Neighborhood process.

D. Integration with Community Efforts

Incorporating efforts by MRCDC, related partners such as CMU, and others, into the Choice Development such as the Anti-Gun Violence / Crime Prevention grant, Affinity Circles, Cradle to Career Workforce, Homeowner Education, etc.

A commitment with the community, both Hays Manor residents and the general neighborhood, to include your efforts with ours into a streamlined systematic approach to provide our residents a 'one stop shop' resource that exposes them to the broadest range of life fulfilling opportunity possible.

V. LAND ASSEMBLY

The Development Team recognizes that proper implementation of a suitable Plan requires the acquisition of all the parcels involved in the target area as defined by: _____.

The Development Team recognizes that piecemeal approval and subsequent acquisition of properties runs the high risk of important components of the Plan becoming impossible to implement, rendering the entire plan useless.

Therefore, no Plan can be approved without prior acquisition of all the parcels involved in the Plan.

VI. HOUSING MANAGEMENT

Physical and tenant management of any housing associated with Choice Neighborhoods will have a written set of policies and procedures drafted, monitored and enforced by the Development Team. This will also be extended to all ACHA-managed housing in McKees Rocks and Stowe Township, including privately owned Section 8 rental units.

VII. MIXED INCOME APPROACH

The Development Team recognizes that proper implementation of a suitable Plan requires a truly mixed income approach. Therefore, a minimum of 50% of the units created with this Project will not be income restricted, i.e. 50% of them will be market rate units.

VIII. TAX-BASED EQUITY

All properties associated with the CHOICE initiative plan, will be assessed and taxed at Fair Market Value ("FMV"). FMV will be determined by a third-party appraiser chosen by the Development Team.

In addition, all ACHA-owned buildings in the McKees Rocks Borough that are currently listed as tax-exempt properties, shall become taxable properties and will be re-assessed by a third-party appraiser. These properties will immediately be reassessed upon execution of this CBA with the express purpose of getting them back on the tax rolls.

IX. PEOPLE BASED AMENITIES

The Development Team recognizes MR CDC's and other stakeholders in the community's mission to empower residents to move from generational trauma and poverty, to economic independence and personal prosperity,

To this end, the Development Team commits to create the mix of amenities envisioned by the MR CDC and community partners that complement these stakeholder's existing and future efforts.

These will include:

- All new construction single family homes, duplexes and apartment amenities shall include washer/dryers, dishwashers, central air conditioning, and, in the case of single family homes, garages.
- In the case of multi-level apartment buildings, a locked building security system, whereby residents are given keys to the building in addition to their specific apartment key.
- Community Recreation Center - A minimum 50,000 square foot community center that will consolidate existing community spaces and be modeled after successful community centers such as the Thelma Lovette YMCA in the Hill District and the City of Hampton Community Center in Hampton, Virginia.
 - The facility will include amenities, including but not limited to: gym, fitness center, and swimming pool, group exercise classes, personal training, swimming lessons and other great fitness and community building programs;
 - A Boys and Girls Clubhouse space integrated with these uses;
 - Construction will start no later than December 31, 2030.
- Neighborhood "Central" Park - A minimum 3-acre park space, modeled after the Liberty Green Park in the Larimer neighborhood in the City of Pittsburgh but additionally including:
 - safe surfaced multi-sport courts;

- Safe-surfaced playgrounds;
- 4 picnic pavilions that can occupy at least 30 people comfortably including grills

Additionally, the Park space shall be situated in the center of the replacement housing for Hays Manor at or immediately adjacent to the existing Hays Manor site. Therefore it must be completed at the time of housing construction there.

- Workforce and Education Center - A minimum 40,000 square foot facility modeled after the Manchester Bidwell Center in the City of Pittsburgh and incorporating both youth and adult experiential training and workforce exploration and readiness amenities. MRDC and regional partners such as Partner4Work and the Boys and Girls Club of SWPA will assist in the design of the ultimate space working directly with residents to ensure the end result meets residents' needs and aspirations. Construction will start no later than December 31, 2030.
- Family Sustaining Career Employment - A minimum of 10 acres adjacent to the above facilities and replacement Housing for Hays Manor will be set aside for future development geared towards creating family sustaining career employment opportunities. Business attraction will be strategically focused to align with workforce training efforts, market opportunity and community development goals with MRDC and other stakeholders as part of core leadership and decision making.
- Senior apartment building. As part of the first phase of residential development, a senior apartment building will be located, designed, and oriented as recommended by MRDC to Thriven Design in July 2023.

X. MISCELLANEOUS.

- Implementation Meetings. To facilitate implementation of this Agreement, address concerns, and ensure an ongoing dialogue between the Coalition Representatives and Pennrose, the Coalition Representatives and Pennrose shall have regular Implementation Meetings. During the first twelve months after the effective date of this Agreement, implementation meetings shall be held on a monthly basis. After that time period, implementation meetings shall be held every other month. Pennrose shall ensure that at least one deputy executive director and one other management-level Pennrose staff member attend each implementation meeting. At implementation meetings either the Coalition Representative or Pennrose may raise any issue regarding implementation of this Agreement for discussion. These meetings shall provide an opportunity for the Coalition Representative to voice concerns about Pennrose activities related to this Agreement or the Choice Development.
- Annual Reports. Pennrose shall prepare annual reports on the implementation of this Agreement and the progress of the Development, and shall forward these reports to the Coalition Representative and post the reports on the Pennrose website for at least a one-month period. These reports shall include a description of all actions Pennrose has taken to implement or comply with the requirements of this Agreement, with detail sufficient for the Coalition Representative to determine compliance with this Agreement. Upon request from the Coalition Representative, Pennrose shall provide any records or information necessary to monitor compliance with the provisions of this agreement. Pennrose shall require all Airport Contractors, Airport Lessees, and Airport Licensees to provide any records or information necessary to monitor compliance with the provisions of this agreement.

XI. CONFLICT RESOLUTION.

In case of conflict between the members of the Development Team resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation with the Neighborhood's and Residents' best interests in mind. In the event of a conflict, a vote shall be taken, requiring a 2/3rd majority to pass. All members of the Development Team must be present for the voting process, whether in person or on Zoom. If a Development Team member cannot attend a voting session, they shall send a replacement member of their organization in their stead

In the event that a 2/3rd majority vote cannot be reached, the matter shall be brought before a Special Arbitrator, under the terms specified in this Section XI.

- A. Special Arbitrator. Where a provision of this Agreement refers to a Special Arbitrator, procedures shall be as described in this Section XI.A..
- B. Referral to Arbitrator. Either the Coalition or Pennrose may request that an arbitrator make a finding on any issue for which a Special Arbitrator is referenced in this Agreement.
- C. Arbitration Procedures. Arbitration shall be conducted in Pittsburgh, Pennsylvania, under the rules of the American Arbitration Association.
- D. Limit to Issue Presented. In arbitration proceedings initiated under this Section XI, the Special Arbitrator shall have the power only to make a finding on an issue referred under Section XI, and shall not have the power to order any relief.
- E. Costs. Pennrose shall pay the costs of the Special Arbitrator. Each Party shall bear its own fees and other costs.
- F. General Pennrose Enforcement Responsibility. Where this Agreement requires Pennrose to impose responsibilities on third parties, Pennrose shall
 - (i) ensure that relevant Contracts impose those responsibilities and grant Pennrose the power to enforce compliance with those responsibilities against those parties; and
 - (ii) monitor and enforce compliance with those responsibilities. Where this Agreement states that requirements of a section are subject to liquidated damages, Pennrose shall enforce the liquidated damages provisions in cases of noncompliance.

XI. NOTICES

For meeting notice as required by Sections _____ above, the following parties must be notified at least one week in advance at the contact information below:

[RESERVED]	[RESERVED]
MRCDC Taris Vrcek tvrcek@mckeesrocks.com	[Specific contact information for Allegheny County Housing Authority representative]

[Specific contact information of representative for Allegheny County Department of Economic Development representative]	[Reserved]
[RESERVED]	[Reserved]
[Specific contact information for McKees Rocks Borough government representative]	[Specific contact information for McKees Rocks Borough government representative]
[Specific contact information for representative of Penrose, the Developer]	[Specific contact information for representative of the community churches]
[Specific contact information for representative #1 of Hays residents]	[Specific contact information for representative #2 of Hays residents]
[Specific contact information for representative #1 of residents-at-large]	[Specific contact information for representative #2 of residents-at-large]

XII. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of the State of Pennsylvania or the United States, that provision or those provisions shall be deemed to be null and void and shall be deemed severed from the Agreement, and the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

[SIGNATURE BLOCK]