THIS COMMUNITY BENEFITS AGREEMENT (the “Agreement”), made this 20th day of June 2017, by and among Brandywine Realty Trust, the Powelton Village Civic Association, the Mantua Civic Association, the People’s Emergency Center and the Mount Vernon Manor CDC.

Background

Brandywine Realty Trust (“Brandywine”) will lease land from Drexel University (“Drexel”) and utilize its owned land to make Schuylkill Yards a historic multi-year, 14-acre, mixed-use development project that is bounded by 30th Street Station, John F. Kennedy Boulevard, Chestnut Street, and 31st Street (“Schuylkill Yards”). The impact of such will reshape West Philadelphia in general and University City specifically by developing acres of open space, and several new buildings, including state of the art office, laboratory, and residential spaces as well as ground floor retail, office and academic space adjacent to Drexel University’s campus and 30th Street Station.

Nearby and adjacent to Schuylkill Yards are the predominantly residential neighborhoods of Mantua and Powelton Village. For the past several years, the real estate market for the neighborhoods of Mantua and Powelton Village has experienced significant pressures resulting in large part from nearby institutional educational and medical uses. Sales prices in Mantua and Powelton Village have increased at a fast pace and there has been a steady loss of low-cost rental and owner-occupied units. These forces threaten housing stability and put displacement pressure on vulnerable populations, especially those near or under the poverty level.

Powelton Village Civic Association (“PVCA”) is the main community-based civic organization in Powelton Village. Mantua Civic Association (“MCA”) is the main community-based civic organization in Mantua. People’s Emergency Center (“PEC”) is a non-profit organization that provides support services, education, outreach and advocacy services for communities in the Mantua and Powelton Village neighborhoods. Mount Vernon Manor CDC (“MVM”) is a non-profit organization that provides affordable housing opportunities in the Mantua neighborhood.

Brandywine currently seeks to obtain zoning legislation supporting the Schuylkill Yards development site, including ordinances to rezone Phase I of the development site, creation of an overlay zoning district, and approvals for certain encroachments onto the right of way.

It is hereby acknowledged that there is a need for ongoing cooperation between Brandywine and the community in order to minimize the negative impacts of this development in relation to the affected communities. As part of this cooperation, and as set forth in this Agreement, Brandywine agrees to make financial contributions that will ultimately be used towards programs and initiatives addressing affordable housing opportunities, workforce development and training, education development, and community capacity building.
It is further the intention of the parties to work cooperatively with each other and with the office of the district City Councilmember in the planning and development of Schuylkill Yards.

The development of Schuylkill Yards is expected to occur in phases over a 15-20 year timeframe. This Agreement is limited to the buildout of Phase I, a 1.3 acre area public park to be known a Drexel Square, the Bulletin Building, 3001-03 JFK Boulevard and 3025 JFK Boulevard for a total of 4.6 acres, as depicted in the January 17, 2017 presentation to the Philadelphia City Planning Commission, attached hereto as Exhibit A.

And, now, for the mutual covenants and conditions contained herein, and other good, legal and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. **Definitions**: The following definitions are used and applied in this Agreement and understood as such by the parties to be herein bound:

   “Days” means calendar days, however, when a due date based on the lapsing of a period of days lands on a weekend or holiday, the due date shall be construed to occur on the next following business day.

   “Development” means the Schuylkill Yards development site which includes parcels with the area bounded by 30th Street, Chestnut Street, 31st Street and John F. Kennedy Boulevard, including a portion of the land along the Rail Yard.

   “Phase” shall refer to the sequence of development for Schuylkill Yards.

2. **Community Fund Management Group**
   a. Establishment of a Community Fund Management Group:
      i. The parties will establish a Community Fund Management Group (the “Group”) to administer the Community Fund generated pursuant to this Agreement and to undertake other activities as specified in this Agreement.
      ii. There shall be five (5) members of the Management Group, as follows: Powelton Village Civic Association; Mantua Civic Association; People’s Emergency Center; Mount Vernon Manor CDC; and, the Offices of the Third District Councilperson of the City of Philadelphia.
      iii. Within 30 days of the date of this Agreement, each of the five (5) member entities shall designate in writing one person, who shall be an employee, officer or board member of such entity, to act as its representative to the Group and also a second person to support the first person or to act as alternate in the event the first person is not available. At any given time,
the five (5) designated representatives (or their alternates) shall make all decisions, with due consultation and authorization from their respective member groups. From time to time, any member entity may designate a different person as its representative or alternate, upon reasonable written notice to the Group. All representatives shall act without compensation from the Group.

iv. All decision-making by the Group shall be accomplished only on the basis of the unanimous agreement of the member entities, as expressed through their designated representatives, with all members acting in good faith.

v. If any member, including its board members and officers, has a financial or relationship conflict of interest in the matter being voted upon, such member shall recuse itself from discussion and decision making on that topic. Further, People’s Emergency Center and Mount Vernon Manor CDC, as experienced, affordable housing providers may participate in the discussion of affordable housing projects submitted by others, but shall recuse themselves for any decision making on the selection of any affordable house proposal that is in competition with their own proposal.

b. Initial Duties of the Management Group.

i. Within thirty (30) days of the date of this Agreement, the Group shall convene for its first meeting and shall hold monthly meetings thereafter until the duties in this Section are fulfilled. The Group may decide to meet less frequently, as needed.

ii. The Group shall seek proposals from at least three non-profit, grant-making organizations that can receive the funds and hold them secure in an auditable fashion and to administer the fund in compliance with the directions of the Group, including making expenditures and loans from the Community Fund as per this Agreement. The Group shall promptly review such proposals and select an organization (the “Fund Administrator”) for such purposes. The Group shall work diligently and endeavor to select a Fund Administrator within ninety (90) days from the date of this Agreement.

iii. The Group shall enter into an agreement with the Fund Administrator authorizing such Administrator to use the Community Fund only in accordance with unanimous directions from the Group.

iv. The Group shall select an independent financial auditor to audit the Community Fund on an annual basis to ensure that the Community Fund is being maintained and used properly, with the fees for such auditor coming from the Community Fund.
v. The Group shall establish internal agreements, operational procedures and any other suitable policies and guidelines (collectively “Rules and Procedures”) to govern the operation of the Group and the Community Fund, including the process by which applicants may apply for funding, how applications are to be reviewed, administrative matters, such as the time and place of meetings and the taking of minutes and whatever other documents might be needed to reasonably equip the Group to undertake its functions.

vi. Brandywine shall fund up to $30,000 for an attorney to provide assistance and counseling to the Group to assist with organization of the Community Fund, including, but not limited to, the drafting of by-laws, schedule of meetings, and rules and procedures with the disbursement of funds.

c. Funding for the Community Fund: Funding for the Community Fund shall be provided by Brandywine in the amount of three million one hundred thousand ($3,100,000) dollars in support of the Community Fund's initiatives as follows:
   
i. On an annual basis, beginning on January 15, 2018, Brandywine shall provide six hundred twenty thousand ($620,000) dollars to the Group’s Fund Administrator for five years, totaling $3.1 million dollars.
   
ii. Brandywine shall make the first payment after confirmation that the Rules and Procedures are finalized and in place.
   
iii. Beginning in 2019, Brandywine shall provide the funds after receiving the Group’s annual audit.

3. Disbursements from the Community Fund
   
a. Uses of the funds: The Group, by unanimous agreement only, shall authorize disbursements from the Fund primarily for projects and programs furthering the goal of affordable housing in Mantua and Powelton Village but also for other programs related to workforce development and employee training; education development; and, community capacity building. All disbursements shall be for projects and programs in the Powelton Village and Mantua neighborhoods only, as delineated by the Registered Community Organizations boundaries set by the Philadelphia City Planning Commission for the Powelton Village Civic Association and the Mantua Civic Association, copies of which are attached hereto as Exhibit B. Disbursement from the Fund shall be made to the following types of programs and recipients:

   **Affordable Housing and Related Programs**
• **Acquire and control vacant lots:** Grants and/or loans would be made to affordable housing developers to purchase vacant lots for development as affordable rental and homeownership opportunities.

• **Acquire and control existing buildings:** Grants and/or loans may be made to appropriate intermediaries to acquire existing houses and resell them with possible deed restrictions for use as owner-occupied houses or, in the case of existing multi-family rental properties, such buildings would be acquired and converted to condominiums (and, possibly, to have units consolidated to lower density, if not to single family houses) and possible deed restricted for owner-occupied residents.

• **Establishment of a Housing Catalyst Fund:** Grants may create a revolving-loan fund supporting the production or rehabilitation of affordable housing units. This fund would support any development phase of a housing project (both homeownership and rental opportunities) that would be available for low-income and middle-income residents at up to 120% of AMI.

• **Home Preservation Initiative (HPI):** Grants may be made to the HPI, which is a basic systems home repair program implemented by a collaboration of LISC, Drexel University School of Medicine, Habitat for Humanity, Rebuilding Together Philadelphia, People’s Emergency Center, and Mount Vernon Manor CDC. Targeting low-income, owner-occupied properties, its goal is to (1) make homes safer, healthier, and more efficient, (2) preserve affordable homeownership, and (3) beautify the area.

• **Equity funding for homeownership:** Grants would provide funding, through appropriate intermediaries, to promote first-time homeownership and grow the homeownership rate according to specific set goals. For example, additional funds for Individual Development Accounts (savings accounts that provide a 100% match for low-income residents to accumulate home-buying funds) would be paired with Financial Literacy Classes to incentivize and sustain homeownership. Other equity models will also be considered.

• **Conservatorship:** For blighted properties not for sale, funds would be provided for Act 135 conservatorship, which may be eligible for recoupment.

• **Counseling services supporting residents:** Grants would be made to the Housing Counseling Agency and Neighborhood Advisory Committees (NAC’s) that serve the two neighborhoods to more effectively serve residents at risk of displacement. For example, NAC’s currently exist within Mt.
Vernon Manor CDC and the People’s Emergency Center and the Intercultural Family Services’ (IFS) housing counseling program is a key partner in this area, providing assistance for first-time homebuyers, resolving title issues, advocating for tenants’ rights, and supporting residents facing foreclosures.

Small Business and Employment

- On an annual basis, grants may be made to a job training service for non-construction jobs. These grants can go to various service providers, such as, for example, the University City District, the PA Career Link Center, the E3 Center West, etc.
- On an annual basis, grants may be made to technical assistance programs for businesses, through various service providers, such as, for example, the Enterprise Center.

Education

- The Group may make grants from the Fund for the School District of Philadelphia, earmarked, and to be used as the principals direct, for and in each of the following three designated schools: Morton McMichael (grades K-8), Samuel Powel (K-4) and Science Leadership Academy (5-8).

Capacity Building

- The Group may make grants to bona fide community groups in the Mantua and Powelton Village communities, whether or not a party to this Agreement, for strategic planning, leadership, Board development, outside consultants, sustainability, community engagement, etc.

Miscellaneous

- The Group may decide to use a small amount of funds for administrative purposes to assist the Group in carrying out its work.
- The Group may decide to use a portion of the funds for educational or informational programs or other consultants to further the viability or success of any of the substantive programs being funded.

4. Development Plan: Any new construction that is part of the Schuylkill Yard Development will be guided by a comprehensive Development Plan generated by
Brandywine, with community input. A purpose of this agreement is to establish a process by which the Group can provide meaningful input into the planning of this Development. To accomplish this, the following steps will be taken:

a. Brandywine shall conduct appropriate studies and analyses, which will be presented to the Group, Brandywine will also prepare a Development Plan, that shall include the following aspects, if relevant to the particular project proposed: uses; building height and massing; parking facilities; landscaping plans; storm water controls; improvements along the right of ways within the Development; and other strategies to achieve the objectives of Schuylkill Yards. Brandywine may engage certain professionals and consultants as may be required or helpful in preparing the Development Plan, with such professionals and consultants being open to community input, if requested by the Group.

b. Given the size of the Development, the uncertainties of the development market, and other factors, Schuylkill Yards may not be fully designed in the near term, and therefore shall be developed in Phases as depicted in the January 17, 2017 presentation to the Philadelphia City Planning Commission.

c. The process to develop Phase I in the Development Plan shall include the following:

i. Brandywine and the Group shall convene at least one public meeting of the Group and present the proposed Development Plan and solicit feedback.

ii. Brandywine and the Group shall maintain open communications throughout the process of preparing the Development Plan.

iii. Following the public meeting(s), Brandywine and the Group shall reconvene for discussion and feedback. Thereafter, Brandywine shall distribute the Site Development Plan to the Group. If and when Brandywine wishes to amend the Site Development Plan, Brandywine shall either implement the process included above or, upon consultation with the Group, follow a different process as agreed to by the Group and Brandywine.

5. Traffic Management: The community groups are concerned about potential traffic impacts from the full build-out of Schuylkill Yards and believe it is appropriate to start analyzing such issues as early as possible. The groups have
commissioned a professional traffic study titled *Schuylkill Yards Development Community Impact Analysis*, dated October 2016, a copy of which has been provided to Brandywine. As part of the Development Plan, Brandywine shall commission a new traffic report to specifically analyze and address the concerns raised in the community’s report. The authors of the respective reports shall then meet and confer in an attempt to resolve such concerns, which might mean changes to the Development Plan, to minimize the traffic impacts on the surrounding neighborhoods. Brandywine shall consider the community’s concerns in good faith, but shall not be obligated to make any changes.

6. **Master Plan:** Brandywine’s plans for Schuylkill Yards transforms 14 acres of existing parking lots with 6.5 acres of public open space and a 24/7 mix of office space, laboratories, research facilities, housing, and neighborhood retail, creating a new form of diverse architecture and a robust public realm network that connects existing neighborhoods to 30th Street Station.

7. **Public Realm:** In the initial Phase of the Development Plan, Brandywine shall develop a 1.3 acre Public Square in front of the historic *Evening and Sunday Bulletin Building*. This park will be open to the public. Additional public spaces will be developed throughout the Development over time, totaling 6.5 acres when complete.

8. **Economic Opportunity:** In addition to submitting an approved Economic Opportunity Plan to the Office of Economic Opportunity, Brandywine intends to implement the following programs for individuals and businesses within these zip codes, 19104, 19139, 19143, 19131, 19151. These programs shall serve as an incentive for local businesses on procurement opportunities, and shall encourage the hiring of local workers, promote job training, and provide technical assistance:

   a. **Grow Philadelphia Capital** – In partnership with Brandywine, The Enterprise Center, and the district councilperson, the Grow Philadelphia Capital program will be established as a capacity building initiative (the “Initiative”), to provide capital directly to the City of Philadelphia’s Minority Enterprises. The Initiative will accelerate growth, enhance employment opportunities for citizens and drive economic development in communities. By leveraging capital investments and other local government resources, the Initiative will build the capacity of small minority businesses in Philadelphia. Program details are outlined and attached hereto as Exhibit C.
b. **Apprenticeship Program** – In partnership with Brandywine and the district councilperson, the Apprentice Program will create apprenticeships training programs that allow job seekers residing in West Philadelphia zip codes to learn specialized skills for various trades. Brandywine will commit to assisting local residents identified through the apprentice program outreach that are either not interested in or not qualified for a trade apprenticeship in finding appropriate non-construction employment programs. Program details are outlined and attached hereto as Exhibit D.

c. **Local Sourcing Initiative** – In partnership with Brandywine and the district councilperson, the Local Sourcing Initiative will create opportunities for West Philadelphia vendors, who have been screened by Brandywine, to promote their business to Brandywine tenants. Program details are outlined and attached hereto as Exhibit E.

9. **Support for Other Legislation**: Brandywine hereby acknowledges and supports the remapping of the Mantua section of West Philadelphia. Brandywine hereby acknowledges and supports legislation establishing a Neighborhood Conservation District for Powelton Village.

10. **Parking Garages**: The Signatories hereto understand that the Development Plan should reflect sufficient parking spaces per code to accommodate the onsite needs of development at the site and to avoid the use of Powelton Village or Mantua neighborhood parking resources by users of Schuylkill Yards. A portion of the parking will be contained in podium style parking. Brandywine and the Group will work together with the goal to buffer structures appropriately with suitable screening and other uses.

11. **Building and Project Design Review Process**: For each building and significant project on the Development, Brandywine and the Group agree to engage in a cooperative review process. When Brandywine identifies a proposed building or significant project on the Site it wishes to explore and develop, before design commitments are made, Brandywine shall notify the Group and allow at least a 45 day period during which the Group will be involved in the planning process of each such building or project at the working group level, so that there is an opportunity to fully explore the use, density and architectural aspects of each said project before design commitments are made by the City of Philadelphia and Brandywine. Brandywine shall, in good faith, consider but not be bound by the Group’s input and recommendations.
12. **Bulletin Building**: Brandywine intends to renovate the historic Bulletin Building facility at 3025 Market Street and continue to lease it as office, retail and laboratory space. Brandywine intends to renovate the façade in a manner sensitive to, and respectful of the original George Howe design, while representing the importance of this building as a gateway to Schuylkill Yards as an innovation district. In executing this renovation, Brandywine agrees not to demolish the building or to add floors to increase its height.

13. **Livable wage**: Brandywine will utilize best efforts to structure arrangements with its directly contracted building operations vendors, where such vendors are not governed by a collective bargaining agreement, to commit to a minimum wage of at least the Living Wage Minimum Wage Standard pursuant to Chapter 17-1300 of the Philadelphia Code, as such standard may be revised by the City from time to time.

14. **Pro Bono**: Brandywine will utilize its relationships and network to facilitate pro bono relationships with law firms, accountants, and others to provide services to the community groups to assist with strategic planning, leadership, sustainability, legal support, board development and other needs.

15. **Signatories’ Obligations**: The parties hereto shall support City Council Bill Nos. 160839, 161104 and 170533 at all public sessions of the Philadelphia City Council, any of its committees, or any city agency and shall not oppose or challenge such legislation in any way, so long as such legislation is in the form agreed to by the parties as reflected in this Agreement. Further, the signatories shall not encourage others to oppose or challenge such legislation.

16. This Agreement shall be added to the City Council record of the Bill.

17. **Remedies and Enforcement**: In the event of any material violation of the terms of this Agreement, all legal and equitable remedies, including, without limitation, injunctive relief and damages, if any, shall be available to the parties hereto. Neither the failure on the part of the parties to enforce any term or provision hereof, or the waiver of any right hereunder, shall discharge or affect the right to enforce the same in the event of any subsequent breach or default. The remedies provided for breach of the terms and provisions of the Agreement shall be deemed cumulative and not exclusive. A failure to perform any provision of this Agreement, for which Brandywine is obligated, shall be cured by Brandywine within a commercially reasonably time period after receipt of written notice of said failure to perform thereof.
As set forth above in this Agreement, the Group can act only when it reaches a unanimous agreement on any particular matter, with all members acting in good faith. In the event that any Group members is perceived to be acting in demonstrably bad faith, then an enforcement action can be brought against the alleged bad faith member, in Court, but only if the filing of such action is authorized by a supermajority vote consisting of at least three (3) members of the Group.

18. **Assignment**: Brandywine represents that it has a master lease agreement with Drexel University that gives Brandywine and its successors and assigns the sole right to develop Phase I and that the covenants therein do not conflict with the rights and obligations within this Agreement. This Agreement is binding on and shall inure to the benefit of the parties’ hereto and their respective heirs, legal representatives, successors and assigns. If Brandywine sells any part of Phase I, or any rights to develop any part of Phase I, Brandywine hereby agrees to provide the buyer or transferee with a copy of this Agreement and to assign this Agreement to said buyer or transferee who shall be bound by the terms of this Agreement in which event Brandywine shall be released from all of its obligations under this Agreement. In such an event, Brandywine will notify the other parties of the identity and contact information of such buyer or transferee within five (5) days of sale or conveyance.

19. **Termination**: This Agreement terminates after Phase I of Schuylkill Yards has been fully developed and after the Community Fund is fully funded.

20. **Entire Agreement**: This Agreement contains the entire agreement between the parties and any agreement hereafter or heretofore made shall not operate to change, modify, terminate or discharge this Agreement in whole or in part unless such agreement is in writing and signed by the parties.

21. **Notices**: All notices or communications under this Agreement shall be in writing and shall be deemed duly given if delivered in person, by certified mail, or by a national overnight courier service, to the following addressees, unless otherwise agreed to by the parties in writing:

   If to Brandywine:

   Jerry Sweeney, CEO
   Brandywine Realty Trust
   555 E. Lancaster Avenue, Suite 100
   Radnor, PA 19087

   With a copy to:
Darwin Beauvais, Esquire
Zarwin Baum DeVito Kaplan Schaer & Toddy, P.C.
1818 Market Street, 13th Floor
Philadelphia, PA 19103
267-765-9653 Direct
267-765-9664 Facsimile
drbeauvais@zarwin.com

If to Powelton Village Civic Association

Powelton Village Civic Association
P.O. Box 7616
Philadelphia, PA 19101-7616

If to Mantua Civic Association

Mantua Civic Association (MCA)
P.O. Box 7701
Philadelphia, PA 19104
Telephone-267-227-9045

If to the People’s Emergency Center

People’s Emergency Center
325 N. 39th Street
Philadelphia, PA 19104
Office: 267-777-5800

If to Mount Vernon Manor CDC:
Mt. Vernon Manor CDC
c/o Mt. Vernon Manor Inc.
3311 Wallace St, #B
Philadelphia, PA 19104

If to any of the four community groups, a copy shall be sent to:

Law Offices of Paul Boni, P.C.
325 Chestnut St., Suite 1109
Philadelphia PA 19106
Office: 215-989-0034
Email: pboni@bonilaw.com

If to the District Councilperson
[to her office in City Hall, City of Philadelphia]

22. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

22. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[The Rest of this Page is Intentionally Left Blank]
IN WITNESS WHEREOF, the parties have executed duplicate originals of this Agreement and the undersigned represent that they are authorized to execute and deliver this Agreement on behalf of the respective parties.

Signature: ___________________________               Date: 6/20/17
Printed name: ___________________________
On behalf of: Brandywine Realty Trust

Signature: ___________________________
Printed name: ___________________________
On behalf of: Powelton Village Civic Association

Signature: ___________________________
Printed name: ___________________________
On behalf of: Mantua Civic Association

Signature: ___________________________
Printed name: ___________________________
On behalf of: People's Emergency Center

Signature: ___________________________
Printed name: ___________________________
On behalf of: Mount Vernon Manor CDC
IN WITNESS WHEREOF, the parties have executed duplicate originals of this Agreement and the undersigned represent that they are authorized to execute and deliver this Agreement on behalf of the respective parties.

Signature: ___________________________ Date: ___________
Printed name: ___________________________
On behalf of: Brandywine Realty Trust

Signature: ___________________________ Date: June 19, 2017
Printed name: DEBRA MCCARTY
On behalf of: Powelton Village Civic Association

Signature: ___________________________ Date: ___________
Printed name: ___________________________
On behalf of: Mantua Civic Association

Signature: ___________________________ Date: ___________
Printed name: ___________________________
On behalf of: People’s Emergency Center

Signature: ___________________________ Date: ___________
Printed name: ___________________________
On behalf of: Mount Vernon Manor CDC
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Signature: ___________________________               Date: ________

Printed name: ___________________________
On behalf of: Brandywine Realty Trust

Signature: ___________________________               Date: ________

Printed name: ___________________________
On behalf of: Powelton Village Civic Association

Signature: ___________________________               Date: 6.20.17

Printed name: ___________________________
On behalf of: Mantua Civic Association

Signature: ___________________________               Date: ________

Printed name: ___________________________
On behalf of: People's Emergency Center

Signature: ___________________________               Date: ________

Printed name: ___________________________
On behalf of: Mount Vernon Manor CDC

Schuylkill Yards Community Benefits Agreement
IN WITNESS WHEREOF, the parties have executed duplicate originals of this Agreement and the undersigned represent that they are authorized to execute and deliver this Agreement on behalf of the respective parties.

Signature: ___________________________  Date: ____________
Printed name: _________________________
On behalf of: Brandywine Realty Trust

Signature: ___________________________  Date: ____________
Printed name: _________________________
On behalf of: Powelton Village Civic Association

Signature: ___________________________  Date: ____________
Printed name: _________________________
On behalf of: Mantua Civic Association

Signature: ___________________________  Date: 6/19/17
Printed name: _________________________
On behalf of: People's Emergency Center

Signature: ___________________________  Date: ____________
Printed name: _________________________
On behalf of: Mount Vernon Manor CDC

Schuylkill Yards Community Benefits Agreement
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Signature: ___________________________ Date: __________

Printed name: ___________________________
On behalf of: Brandywine Realty Trust

Signature: ___________________________ Date: __________

Printed name: ___________________________
On behalf of: Powelton Village Civic Association

Signature: ___________________________ Date: __________

Printed name: ___________________________
On behalf of: Mantua Civic Association

Signature: ___________________________ Date: __________

Printed name: ___________________________
On behalf of: People’s Emergency Center

Signature: ___________________________ Date: 10-19-17

Printed name: ___________________________
On behalf of: Mount Vernon Manor CDC
Exhibit A

JANUARY 17, 2017 PRESENTATION TO THE
PHILADELPHIA CITY PLANNING COMMISSION
4. Schuylkill Yards “Innovation District” Plan

Presented by
Gerard H. Sweeney,
Brandywine Realty Trust
Contents

A) Project Overview

B) Phase One
A

Project Overview
Existing Site

Schuylkill Yards Project Area:
14 Acres (22 Acres w/streets)

- 3001 Chestnut St
- 3000 - 38 Walnut St
- 3020 Market St
- 3001 - 23 Market St
- 3020 Market St
- 305 - 3 Market St
- 3101 Rittenhouse St
- 3101-57 Market St
- 3103 JFK Blvd
- 3105 JFK Blvd
- 3025 JFK Blvd
- 2001 JFK Blvd
- 2003 JFK Blvd
- 2005 JFK Blvd
- 3001-23 Market St

14 Acres Schuylkill Yards Project Area:
A Civic Room - Park Frontage
Three existing historic buildings align to form a sense of enclosure and a civic-scale room.

In 1997, the original George Howe facade, which was entirely brick, was modified with strip windows.
Drexel Square

Elliptical lawn
Raised Planters

One Drexel Plaza

Market Street
JFK Boulevard
30th Street
Program Capacity

- Market/Festival: 200 people
- Ice Skating “Loop”: 250 people
- Small Performance: 450 people
- Large Performance: 1,500 people

A flexible design to accommodate a range of programs.
Drexel Square - A Destination for All Seasons
The original Bulletin Building, designed by George Howe, featured a solid brick facade, a iconic sign and news ticker.
One Drexel Plaza Today
Inspiration from the International Style

The William Lescaze House, designed by William Lescaze

Penn Square Building by George Howe

Source: Mellor, Meigs & Howe Collection
Maintaining Visibility of Existing Facade
Modernist Inspiration + Innovative Technology
Schuylkill Yards Zoning Bills

a. Zoning Bill No. 160839: Remapping 30th Street, Chestnut Street, 31st Street, Market Street, 32nd Street, and Arch Street.

b. Zoning Bill No. 161104: Amending the West Overlay District.

5. ACTION ITEMS

Presented by Martine Decamp

a. Zoning Bill No. 160839: Remapping 30th Street.
EXISTING CONDITIONS – Bill No. 160839
Applies to properties zoned CMX-5

- Removes special exception approval for above ground parking
- Requires active ground floor uses along public streets
- Grants eligibility for bonuses for properties that fall outside of the Center City/University City Floor Area Ratio boundaries
- Allows accessory parking on a separate lot from principal use
- Allows waiver of loading requirements with Streets and L&I approval
- Allows a digital display wall on a single building façade within the block that bounds the Bulletin Building
- Allows a digital display wall on a single building façade
- Allows a digital display wall on a single building façade

OVERLAY – BILL NO. 161104
CITYWIDE VISION THRIVE

CW 2.1.1: Support and promote Center City/University City as the primary economic center of the region.

UNIVERSITY SOUTHWEST DISTRICT THRIVE

USW 3: Create transit-oriented development overlay districts.

UNIVERSITY SOUTHWEST DISTRICT ZONING

Promote density along commercial corridors and highly transit-oriented locations.

30TH STREET STATION DISTRICT PLAN

Enable higher density, mixed-use development along Market St and in the vicinity of stations at 30th Street.

UNIVERSITY SOUTHWEST DISTRICT THRIVE

Primary economic center of the region.

CW 2.1.1: Support and promote Center City/University City as the
STAFF RECOMMENDATION:

APPROVAL

Schuylkill Yards Zoning Bills

1. Zoning Bill No. 160839: Remapping 30th Street, Chestnut Street, 31st Street, Market Street, 32nd Street, and Arch Street.
2. Zoning Bill No. 161104: Amending the West Overlay District.
3. Zoning Bill No. 160839: Remapping 30th Street, 31st Street, Market Street, 32nd Street, and Arch Street.

5. Schuylkill Yards Zoning Bills
Exhibit B

BOUNDARIES OF POWELTON VILLAGE CIVIC ASSOCIATION AND THE MANTUA CIVIC ASSOCIATION
Exhibit C

GROW PHILADELPHIA CAPITAL

In Partnership with Brandywine Realty Trust and Councilwoman Jannie Blackwell

To establish Grow Philadelphia Capital, a capacity building initiative (the “Initiative”) to provide capital directly to the City of Philadelphia’s Minority Enterprises. The Initiative will accelerate growth, enhance employment opportunities for citizens and drive economic development in communities. By leveraging capital investments, the Initiative will build the capacity of small minority businesses in Philadelphia.

Sec. 1. Brandywine Realty Trust will contribute $500,000 as seed capital to the Initiative. Brandywine will not seek any return on this contribution, and will only seek return of this contribution in the event of termination of the Initiative.

Sec. 2. For every construction-related contract with a value of greater than $300,000, the Vendor shall contribute 0.1% of the gross contract into the Initiative (the “Vendor Contribution”). The Vendor Contribution shall be directed by Brandywine from each Vendor’s 10% contract retainage to be used solely to support achieving minority contracting and workforce targets on projects in the following locations:

- 3001 Market Street
- 3025 Market Street
- 3001 JFK Blvd
- 3003 JFK Blvd
- 3025 JFK Blvd

Sec. 3. Oversight of the Initiative shall be by an oversight board managed by The Enterprise Center, a 26 year old non-profit whose mission is to cultivate and invest in minority entrepreneurs to inspire working together for economic growth in communities. The “Oversight Board” will consist of a representative or designee of each of the following: The Enterprise Center, Brandywine, the Office of Councilwoman Blackwell, and the City of Philadelphia's Office of Economic Opportunity. The Oversight Board shall review and monitor progress of the Initiative and establish and revise general priorities for the Initiative investments (the “Investments”).

Sec. 4. A Vendor shall be entitled to return of the Vendor Contribution by achieving its contracting and workforce targets established at the outset of the contract. Any Vendor Contribution not returned will be utilized for future projects supporting the mission of Grow Philadelphia Capital Initiative. Investment documents will contain provisions for recapturing funds in the event of default.

Sec. 5. Vendors shall make representations that their Vendor Contributions are made out of the gross margin they charge other customers and not added to the contract price or passed on to subcontractors. The Oversight Board will use due diligence, through data mining and other sources, to monitor compliance with such representation. Any vendor found to have added the Vendor Contribution to its customary charge shall be assessed a penalty of 10% of the contract price and in addition upon the recommendation by the Oversight Board, may be prohibited from additional contracts. All Vendor
Contributions will go to the Initiative to support their minority supplier vendor base and their capacity. All Vendors will be allowed to make referrals to Grow Philadelphia Capital Initiative, such referrals are not guaranteed an investment.

Sec. 6. The operation of the Initiative shall be managed by The Enterprise Center Capital Corporation, an affiliate of The Enterprise Center by a special Investment Committee (the “Committee”) constituted and with such responsibilities as follows:

(a) The number of initial Members shall be not more than seven or fewer than five (5) persons, appointed by the Oversight Board. The Members shall be representatives of established lending organizations, foundations, venture capital firms and/or other persons with demonstrated expertise to make the Investments. No Member shall have any interest in the firms receiving Investment funds,

(b) All Investments will be made solely by the Investment Committee. Neither the Oversight Board, nor any of its members shall participate in the selection of Investments. The Committee shall monitor the Investments and hire and supervise any consultants, if any. The Committee shall serve three (3) year staggered terms with the ability to be renewed by the Oversight Board for an additional three (3) year term.

(c) The Committee shall establish a nominating committee to be comprised of the three (3) Members to identify and nominate, on a timely basis, Members to fill any vacancy. Any such new Member shall be elected by a majority vote of the current Committee.

(d) The Committee shall adopt Standard Operating Procedures with respect to its on-going Investment responsibilities.

Sec. 7. No later than April 30th of each year, the Committee will submit a written report with financial statements to the Oversight Board indicating Fund balances and the status of each Investment. The Oversight Board will review such submission and approve all reports on the Initiative's activities.

Sec. 8. Upon the submission of the Investment Committee's second annual report to the Oversight Board, such Board shall conduct a review of the performance of the Initiative, to be completed within sixty (60) days of such submission. If such performance is not satisfactory to the Oversight Board, it shall make recommendations to the Investment Committee. If such recommendations are not adopted by the Committee within 3 months, the Oversight Board may replace any Committee Member or Members and/or The Enterprise Center Capital Corporation or recommend to the Oversight Board that it terminate the Initiative. In such case, any uninvested amounts in the Initiative will be transferred to an approved entity.

Sec. 9. It is a priority of the Initiative to provide loans and other instruments at as low a cost to the borrower as possible. In order to meet this goal, the Initiative will have a maximum rate of 1%. Any interest received will remain within the Initiative and be used solely to support Initiative programs. All expenses of this Initiative shall be paid solely from the balances. The Initiative may receive grants to support operations, consultants and any overhead associated in Investments.
Sec. 10. Fiscal impact statement.

Sec. 11. The Initiative will have a term of 5 years.
Exhibit D

Apprenticeship Training Program

Brandywine Realty Trust will sponsor and support an Apprenticeship Training Program. By design, the program will prepare community residents for union entrance exams, provide interviewing skills, identify pre-apprenticeship opportunities, and help to secure apprenticeship positions in the various trade unions.

The program will include direct outreach through a number of methods in the target zip codes utilizing barber shops, community centers, libraries and other popular locations. Individuals interested in the program will be invited to orientation meetings. These face to face meetings will allow potential participant to hear firsthand the objectives and requirements of the program. During this session, the participants will be asked to fill out program applications.

Candidates will be provided with math training, mock interview training and mentorship to support their entry into the skilled trade unions. The instructors in the program include volunteer members of the building trades and members of the private sector who share common goals in training for success. The fifteen (15) week program will provide books, tests, printed material and other items as needed for the candidates to be successful.

The candidate's requirements to be eligible for the program match the unions’ and include:

1. Being 18 years of age,
2. Having earned a high school diploma or GED,
3. Possessing a valid driver’s license and
4. Being drug free (the candidates are randomly drug tested during the course of the program)

There will be homework requirements, tests and field trips to actual construction sites as part of the curriculum. There is no cost to the candidate to participate in the program however, the candidate cannot be successful if they do not attend the sessions which will be held two (2) evenings per week.

Construction Apprenticeship Preparatory Program (CAPP) will be the service provider for this program. CAPP is an educational program addressing the employment disparity existing in the construction industry. CAPP has proven success with placing candidates in the Philadelphia skilled trade unions. CAPP was founded and is operated by retired Local 98 electrician, Walter McGill.
Exhibit E

LOCAL SOURCING INITIATIVE

Program Details
This Initiative is to support businesses throughout West Philadelphia. Participating vendors—providing goods and services such as printing, furniture, signage, transportation and more—operate within our surrounding neighborhoods and have been pre-qualified by the Initiative’s partners. Through a Brandywine Realty Trust sponsorship, Brandywine Realty Trust’s tenants are eligible for a 10% discount on goods and services provided by the participating vendors.