CBAs AS MECHANISMS FOR
HISTORIC PRESERVATION PLANNING AND IMPLEMENTATION

A THESIS

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BY

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TABLE OF CONTENTS

ABSTRACT

1.0 BACKGROUND

1.1 RESEARCH AIMS AND QUESTIONS

1.2 CBA BACKGROUND

1.3 METHODS

1.3.1 Theoretical Framework Diagram

1.3.2 Research Process Diagram

2.0 LITERATURE REVIEW

2.1 INTRODUCTION

2.2 IDENTIFYING KEY PARTNERS

2.2.1 A Community Outline

2.3 PRESERVATION AS A PUBLIC BENEFIT

2.3.1 CBA Pros and Cons

2.3.2 Zoning, Ordinances, the Planning Process and CBAs

2.4 ECONOMICS OF HISTORIC PRESERVATION

2.4.1 Private vs. Public

2.5 CBAS AS MECHANISM FOR HP PLANNING AND IMPLEMENTATION

2.5.1 Enforceability vs. Leverage

2.6 COMMUNITY DEVELOPMENT – A SEGUE TO HISTORIC PRESERVATION

3.0 CASE STUDIES

3.1 CASE STUDY INTRODUCTION

3.1.1 Defining Project Scope and Benefits Diagram

3.1.2 CBAs as Partnerships Diagram
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2</td>
<td>CASE STUDY ONE – WEST HARLEM/COLUMBIA UNIVERSITY EXPANSION</td>
<td>28</td>
</tr>
<tr>
<td>3.2.1</td>
<td>CBA Partnership Diagram</td>
<td>28</td>
</tr>
<tr>
<td>3.2.2</td>
<td>Presentation of Discussion Points</td>
<td>28</td>
</tr>
<tr>
<td>3.2.3</td>
<td>West Harlem Historical Statement</td>
<td>29</td>
</tr>
<tr>
<td>3.2.4</td>
<td>Background of the West Harlem/Columbia University CBA</td>
<td>30</td>
</tr>
<tr>
<td>3.2.5</td>
<td>Identifying Key Partners</td>
<td>34</td>
</tr>
<tr>
<td>3.2.6</td>
<td>Historic Preservation as a Public Benefit</td>
<td>38</td>
</tr>
<tr>
<td>3.2.7</td>
<td>Economics of Historic Preservation</td>
<td>47</td>
</tr>
<tr>
<td>3.2.8</td>
<td>CBA as Mechanism for HP Planning and Implementation</td>
<td>51</td>
</tr>
<tr>
<td>3.3</td>
<td>CASE STUDY TWO – HILL DISTRICT/PENGUINS ARENA</td>
<td>53</td>
</tr>
<tr>
<td>3.3.1</td>
<td>CBA Partnership Diagram</td>
<td>53</td>
</tr>
<tr>
<td>3.3.2</td>
<td>Presentation of Discussion Points</td>
<td>53</td>
</tr>
<tr>
<td>3.3.3</td>
<td>Hill District Historical Statement</td>
<td>54</td>
</tr>
<tr>
<td>3.3.4</td>
<td>CBA Background</td>
<td>55</td>
</tr>
<tr>
<td>3.3.5</td>
<td>Identifying Key Partners</td>
<td>57</td>
</tr>
<tr>
<td>3.3.6</td>
<td>Historic Preservation as a Public Benefit</td>
<td>61</td>
</tr>
<tr>
<td>3.3.7</td>
<td>Economics of Historic Preservation</td>
<td>66</td>
</tr>
<tr>
<td>3.3.8</td>
<td>CBA as Mechanism for HP Planning and Implementation</td>
<td>68</td>
</tr>
<tr>
<td>3.4</td>
<td>CASE STUDY THREE – SHAW DISTRICT</td>
<td>71</td>
</tr>
<tr>
<td>3.4.1</td>
<td>CBA Partnership Diagram</td>
<td>71</td>
</tr>
<tr>
<td>3.4.2</td>
<td>Presentation of Discussion Points</td>
<td>71</td>
</tr>
<tr>
<td>3.4.3</td>
<td>Shaw District Historical Statement</td>
<td>72</td>
</tr>
<tr>
<td>3.4.4</td>
<td>CBA Background</td>
<td>74</td>
</tr>
<tr>
<td>3.4.5</td>
<td>Identifying Key Partners</td>
<td>77</td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
<td>Page</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>7.4</td>
<td>HILL DISTRICT CBA</td>
<td>224</td>
</tr>
<tr>
<td>7.4.1</td>
<td>Hill District CBA</td>
<td>225</td>
</tr>
<tr>
<td>7.4.2</td>
<td>One Hill CBA Fact Sheet</td>
<td>266</td>
</tr>
<tr>
<td>7.4.3</td>
<td>The Greater Hill District Development Principles</td>
<td>260</td>
</tr>
<tr>
<td>7.5</td>
<td>SHAW DISTRICT CBA – MEMORANDUM OF UNDERSTANDING</td>
<td>274</td>
</tr>
<tr>
<td>7.5.1</td>
<td>Shaw District MOU</td>
<td>275</td>
</tr>
<tr>
<td>7.5.2</td>
<td>BCP Shaw Main Streets Project Update</td>
<td>282</td>
</tr>
<tr>
<td>7.6</td>
<td>INTERVIEW SHEETS</td>
<td>293</td>
</tr>
<tr>
<td>7.7</td>
<td>CBA COMPARISON MATRICES</td>
<td>295</td>
</tr>
<tr>
<td>7.7.1</td>
<td>CBA Comparison Matrix</td>
<td>296</td>
</tr>
<tr>
<td>7.7.2</td>
<td>Research AIMS and Theoretical Framework Matrix</td>
<td>298</td>
</tr>
</tbody>
</table>
ABSTRACT

THESIS: CBAs as Mechanisms for Historic Preservation Planning and Implementation

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Three historic communities with varying levels of social, economic and historic preservation issues are studied in the following chapters to determine motivations for negotiating community benefits agreements (CBAs), and to determine motivations for the specific benefits outlined within each community’s respective CBA. The case study research examines the historic preservation language within each CBA as well as how the development itself and the other benefits prescribed in the CBAs will positively or negatively impact each community. The case study communities demonstrate that CBAs can be used as historic preservation planning and implementation tools. By including thoughtful and transparent community benefits language, a community will be able to use the tools – i.e. financing, technical assistance, advice and guidance, etc. – provided to them within the CBA to successfully carry out the benefits promised within the CBA.
1.0 BACKGROUND

1.1 RESEARCH AIMS AND QUESTIONS

The case studies discussed in this paper address five questions that draw from four research aims. The questions address the partners to the CBAs, current and past historic preservation efforts within the community, the economics of the CBAs and historic preservation planning and implementation as a result of the CBAs. The research aims and questions are listed below:

AIM 1: Identify key partners

QUESTION 1: Motivation – Why are the partners involved in the CBA?

AIM 2: Define historic preservation as a public benefit

QUESTION 2: Community Needs – Why did the community define historic preservation as a public benefit?

QUESTION 3: Policy Context - How were historic resources handled prior to the CBA?

AIM 3: Finance historic preservation

QUESTION 4: Tools – How are the economic needs for historic preservation for the community defined?

AIM 4: Utilize CBAs as mechanisms for historic preservation planning and implementation
QUESTION 5: Tool Performance – *How will the historic preservation planning tools provided by the CBA be implemented?*

1.2 CBA BACKGROUND

Community Benefits Agreements are contracts that require certain actions for communities that are being subjected to development. CBAs came about as a tool to help mitigate the potentially negative effects of development on communities, as well as to make sure that social and economic effects of that development remain positive for the community. Communities negotiate for many actions in CBAs, including living wage jobs, recreational land/facilities, “first source” hiring programs, affordable housing, implementation of advisory committees, residential permit parking, master plans for developments, resource centers for employment and contracting, community centers, neighborhood partnership programs, business development and assistance, education (including internships, research, outreach centers, preschools, continuing education, schools, scholarships), environmental protections, public transportation, arts and cultural resources, and historic preservation.

According to Patricia E. Salkin, “A Community Benefits Agreement (CBA) is a private contract negotiated between a prospective developer and community representatives. In essence, the CBA specifies the benefits that the developer will provide to the community in exchange for the community's support of its proposed development.”¹ Some CBAs include an outline of actions in the case that historic resources are involved with, or will be affected by, the development. This section can include language outlining steps to be taken to

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assess the current condition of historic resources, how many and what kind of resources there are and allowable actions on the historic resources. CBAs also look at potential economic and social impacts of the development on the community.

CBAs arose from the desire for a streamlined negotiations process for developments that require governmental approval, and revolve around developers, public officials, land use authorities and communities coalitions. CBAs usually come about when community groups have the power to slow or stop a proposed development – or required land use approvals. Some CBAs arise from instances where developers need to side with community groups to leverage the government for control over franchises, subsidies, or contracts the developer wants.

The first documented use of a CBA was in southern California with the Staples Center agreement in Los Angeles, which involved a $4.2 billion Los Angeles Sports and Entertainment District development. This CBA was drafted between the developers of the project and the Los Angeles County Federation of Labor in an effort to get the project approved before elected officials who supported the project reached the end of their terms. This CBA called for several 'community benefits’ including living wage jobs, first source hiring and affordable housing. There was perceived success of this CBA, which caused several subsequent CBAs to take effect in the Los Angeles area. From California, CBAs spread to other major cities in the United States.

In a document published by Good Jobs First in collaboration with representatives from The California Partnership for Working Families and LAANE, potential pros of CBAs include

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3 Ibid.
4 Ibid.
enforceability, inclusiveness, transparency, coalition building, efficiency and clarity of outcomes.\(^5\) Ensuring communities’ concerns are addressed in depth within a CBA is important to the negotiation of the agreement as well as its outcome. Inclusiveness is only effective for parties that have a voice within the CBA negotiations. Depending on the negotiation process of the CBA, the promise of benefits to the community at the outcome of the development is legally enforceable. CBAs are considered binding contracts, when agreed upon and signed. Unless there is an exit clause, legal action can be taken for any default of the contract.

As these negotiations take place early in the development process, CBAs allow for efficiency in the approval process, therefore allowing, potentially, for minimal bureaucratic setbacks within the development process itself. For example, the idea is that if the development has been scrutinized by city and community officials prior to the start of construction because of the presence of the CBA, there will be less of a need during the development process itself for such scrutiny. This efficiency is further encouraged through transparency in the CBA language; meaning that the language is well-worded with clear intentions, and available to the parties of the CBA as well as government officials, the media, and other public entities interested in learning about the development. The outcomes of the development and the benefits afforded to the community should be clear, given the presence of a legally enforceable contract that has spelled out expected actions of all parties to the contract.\(^6\)

The negotiation, or the perceived need, for a CBA can pull a community together, further strengthening community pride and encouraging community groups to form


\(^6\) Ibid.
alliances. Where groups may have once stood divided over individual issues, the issue of the community, as a whole, is enough to build inner-community relations. Given the short life of the CBA movement, it would be hard to measure actual/tangible benefits of the agreements. It can be assumed that there are perceived benefits, given the popularity of the agreements throughout the United States.

While CBAs can be beneficial to coalition-building, coalition politics can be an issue in the negotiation process; as with any other group decision-making process, basic issues within the coalition need to be addressed, including how decisions are made, who is in the coalition, and how concerns are prioritized.7

There is a general concern from communities that developers will not follow through on benefits offered in a CBA, as well as concern over ambiguous wording regarding the promised benefits. This point makes a strong case for enforceability, clarity and transparency within the CBA itself. The community coalition, or whichever entity is representing the community, needs to have a savvy representative who can make a stand for the community. Salkin also expresses concern over the fact that most CBAs do not directly involve local, county or state governing bodies, which leaves a potential for unnecessary community vulnerability as far as enforcing the agreements made in the CBA.8

CBAs, the National Register, Historic Districts and Local Ordinances

A factor that could affect the scope of mitigation language in a CBA would be the occurrence of local ordinances that were in place before the occurrence of the CBA. Local ordinances act as regulations for a community and potentially afford communities

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7 Ibid.
development restrictions, from building setback requirements for any new construction in a neighborhood, to specific restrictions on new development, for instance, when historic resources are in question.

Ordinances are local laws enforced by local governments through state enabling legislation. State enabling legislation are rights handed down to local governments from state governments that allow cities and towns to govern themselves, contextually and within state laws, and encourage ordinances for beneficial community activity. Ordinance regulations must follow three basic provisions as required by state and local governments: 1. It must promote public welfare, 2. It should be rational, and 3. It should be fair. Promoting public welfare is the most basic purpose of government so making sure the ordinance is promoting public welfare as a whole community rather than just a group of individuals is important. Ordinances must be rational in the sense that they must be clearly written and enforceable in a similar manner to other city ordinances, and lack confusing language or perceived outcomes. And finally, ordinances must not be excessively burdensome; rather, they must be fair in the sense that the regulations set forth by the ordinance must be achievable.9

Effective ordinances fulfill a specific need.10 Locally designated historic districts are always accompanied by ordinances that protect the district’s historic resources. Local district designations do more to protect valuable historic resources than a National Register designation. While being listed on the National Register of Historic Places as a district can afford a community great pride and promote beneficial community activities, such as heritage tourism, it does nothing to guarantee protection from adverse acts against the historic resource. Being listed on the National Register could help mitigate potentially

10 Ibid.
adverse actions by means of federal funding through the Section 106 Process. Without further protection on a local level through ordinances, a property owner still has the right to do whatever he or she may please to a historic resource, even demolition. Therefore, local ordinances, either for individual properties or properties within a locally designated historic district, are often the only barrier to detrimental action against a community’s historic resources.

A neighborhood’s listing on a historic register, locally or nationally, has no bearing on whether or not historic preservation language is included in the CBA; that is to say that a neighborhood does not need listed properties in order for the historic resources to be protected by the CBA. The historic preservation language within the CBA can address issues from protecting historic resources to potential historic preservation planning and development issues, as well as historic infrastructure issues.¹¹ This can help communities determine what actions are necessary and appropriate to protect their historic resources as well as their cultural integrity. CBAs also aim to identify possible barriers and advantages to preservation-based development. Some CBAs also address design guidelines and issues; two things that should be addressed in historic district ordinances if such ordinances exist within a community.

The One Hill CBA calls for a Master Plan for the overall development to be agreed upon and approved by the community and all parties involved. The only language having to do with preservation within the CBA itself is in the section titled, “Hill District Master Plan.” It calls for the master plan to be “developed with extensive community input, including but not limited to the use of focus groups”.¹² Preservation is addressed in the fourth section

¹² “Hill District Community Benefits Agreement” (Pittsburgh, August 19, 2008), 6.
under this heading and says, “The Hill District Master Plan shall represent the community’s vision of the Hill District, and shall address many elements, including but not limited to the following: a., b., c.,...o. Historic preservation.” The Hill District is neither listed nationally or locally as a historic district. Without further language in the CBA, it could be argued that little could be done to actually save the district’s historic resources, and may be a case for poor clarity and transparency.

1.3 METHODS

The theoretical framework (Figure 1.3.1) as well as the research process methodology (Figure 1.3.2) that outlines the information gathered for this study. The three Community Benefits Agreements will be discussed separately in the ensuing chapters of this paper, using this theoretical framework as a guideline to discuss the research process.

This research embraces the belief that if a community has taken the interest in itself enough to argue for a CBA (by identifying key community members to lead them in historic preservation endeavors as well as other positive community-driven activities), that community is more likely to have an understanding of the benefits of historic preservation as it relates to their community. Also, this community will be aware of the social and economic program needs of their community that will naturally lead to preservation efforts. If there is this basis of understanding within the community, then the community is more likely to have the wherewithal to carry out the benefits for which they have negotiated (historic preservation) with the tools provided to them (through their negotiations) within the CBA.

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13 Ibid.
**THEORETICAL FRAMEWORK**

**DEFINING PRESERVATION AS A COMMUNITY BENEFIT**

**PUBLIC PARTICIPATION**

**CBA PARTNERS**

**PRIVATE DEVELOPMENT**

**PERFORMANCE**

Programs
Projects
People

Figure 1.3.1

**RESEARCH PROCESS**

**AIM 1**

Defining preservation as a public benefit

**AIM 2**

Identifying key partners

**AIM 3**

Understanding economics of preservation

**AIM 4**

Applying CBA as HP planning and implementation tool

**RESEARCH QUESTIONS**

Why did the community define historic preservation as a community benefit?

How were historic resources handled prior to the CBA?

How are the CBA partners involved?

How are the economic needs for historic preservation for the community defined?

How does the community plan on implementing the historic preservation planning tools they put in place within the CBA?

**LITERATURE REVIEW**

CBAs and THEIR REACH: Pros and Cons

PUBLIC AND PRIVATE PROGRAMS: Looking at City Policy

THE COMMUNITY OUTLINE: Community Advocacy

COMMUNITY DEVELOPMENT: HP Related to Other Community Benefits

**CASE STUDIES**

INTRODUCTION
METHODS
QUESTIONS

1. WEST HARLEM
2. HILL DISTRICT
3. SHAW DISTRICT

**DISCUSSIONS**

Similarities

Differences

VALUE OF STUDY
CBAs are a relatively new planning tool many of these agreements have not had time to mature. The qualitative paper which organizes and discusses CBA benefits language could serve as a resource for future CBAs research.

FURTHER RESEARCH
Once these CBAs have had time to mature, it would be beneficial to know how communities derive the benefits within the CBA with the tools provided them. Qualitative research regarding how many communities derived what percentage of which benefits (e.g., economic development, education, affordable housing, etc.) would be helpful for communities looking at using a CBA.

Figure 1.3.2
2.0 LITERATURE REVIEW

2.1 INTRODUCTION

Community Benefits Agreements are a fairly recent planning phenomenon. According to Patricia E. Salkin, a legal expert on these agreements, “A Community Benefits Agreement (CBA) is a private contract negotiated between a prospective developer and community representatives. In essence, the CBA specifies the benefits that the developer will provide to the community in exchange for the community’s support of its proposed development.”

Some agreements, if the development is taking place in a historic neighborhood, outline actions to be taken to assess the current condition of historic resources, how many and what kind of resources there are and allowable actions to be taken on said resources. Agreements also look at economic impacts of the development on the community. Most of the literature on CBAs discusses similar points; due to their short existence, there is little evidence to discuss regarding their proven effectiveness or ineffectiveness.

In the following paragraphs, the literature available about CBAs will be discussed using the theoretical framework outlined above. Community involvement is key to successful, inclusive and transparent CBA negotiations. Outlining involvement in the negotiation process prior to making any agreements aids in a more seamless CBA process. Determining

the need for a public versus a private CBA is the next step in the process. The difference between the two is mostly dependent on who is party to the CBA. Once the players for CBA negotiations are chosen, it is important for the community to assess the positives and negatives of CBAs. While this could prove difficult given the relative newness of CBAs, it is an important step in determining how to go about successful negotiations and planning.

Prior to developing a CBA, a community, as well as the developer, should be aware of local ordinances, zoning restrictions, and planning processes already in place within the development community. This is an important step in the CBA process to avoid repetition within the CBA as well as to outline clear and legal actions that are allowable ‘benefits’ afforded by the CBA. Historic preservation is often part of larger community planning policy; understanding how local ordinances may already affect historic preservation is important in determining what language may be necessary within the CBA. On a similar legal note, coming to terms with how to enforce actions from any party to the CBA is a point that must be mutually driven.

2.2 IDENTIFYING KEY PARTNERS

2.2.1 A Community Outline

In determining the scope of desired benefits, the community’s voice as a whole must be presented. It is important to take steps to mitigate losing community groups’ voices in the planning and negotiating process. Because CBAs are still a relatively new phenomena, there isn’t a set of guidelines for successfully achieving this. Some of the issues arise from the fact that this planning process is contextual based on the community, the development and many other factors.

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An important consideration in determining who is involved in the negotiation process as well as with the CBA planning would be to assess what sort of knowledge base is needed for successful negotiation of the CBA.\(^\text{16}\) For example, in the case of historic preservation, making sure someone within the community that is knowledgeable of preservation issues and funding is a part of the CBA negotiations is important. If someone within the community does not have these skills, hiring a knowledgeable person could be considered a “benefit” to be included in the CBA – along with preservation planning, funding and implementation. Forming allied relationships within the community is an important step in negotiating a transparent CBA; careful consideration of who is involved with the CBA planning process is a critical step.

Who is involved with the CBA helps determine the goals of the project. Establishing goals at the beginning of negotiations is a crucial step in the planning process. The community group should determine if “it wants to stop the project all together, extract community benefits from the agreement, or extract resources from the project that the community can use for its own purposes.”\(^\text{17}\) Setting a hierarchy of goals is a necessary – “it’s fundamental to strategy because a source of leverage for one goal may not provide a source of leverage for another.”\(^\text{18}\)

It has been argued that, because CBAs are sometimes negotiated by a single community coalition on behalf of a larger neighborhood, the CBA could represent a narrow scope of interest. In this case, it could be argued that because of the CBAs potential narrow scope of

\(^{16}\) Ibid.
\(^{17}\) Ibid.
\(^{18}\) Ibid.
interest it could negatively impact the overall area affected by the CBA. Particularly when CBAs use government subsidies, as they sometimes do, there is the contention that these communities are diverting resources for their own benefits, rather than the larger community as a whole. While this argument could heighten a negative perception of CBAs, there are strong arguments made for the benefits CBAs have on entire metropolitan areas, even when the CBA is negotiated by a smaller neighborhood. CBAs, at their fundamental use, promote development. Where community coalitions may be hesitant to allow development in their neighborhood, CBAs help these communities address issues with the development; an influential step in promoting positive community growth.

2.3 PRESERVATION AS A PUBLIC BENEFIT

2.3.1 CBAs – Pros and Cons

One document published by Good Jobs First in collaboration with representatives from The California Partnership for Working Families and LAANE (Los Angeles Alliance for a New Economy), looked directly at the potential issues with CBAs as well as benefits in a logical progression. Potential pros of CBAs include inclusiveness, enforceability, coalition building, efficiency and clarity of outcomes. Cons include inadequate organizing reaping poor precedents, legal expenses, using past CBAs to cap benefits and coalition politics. These issues are discussed in further depth in chapter one of this document.

The negotiation, or the perceived need, for a CBA can pull a community together, further strengthening community pride and encouraging community groups to form

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20 Ibid.
21 Ibid, 204.
22 Ibid.
alliances. Where groups may have once stood divided over individual issues the issue of the community, as a whole, is enough to build inter-community relations. Given the short history of the CBA movement, it would be hard to measure actual/tangible benefits of the agreements. It can be assumed that there are perceived benefits, given the popularity of the agreements throughout the United States.

Cons of CBAs include inadequate organization, legal expenses, using past CBAs to determine benefits and coalition politics. A lack of organization when negotiating the CBA may lead to subpar outcomes, therefore leaving poor examples on which to base future CBAs. Communities must have some leverage over developers or governmental agencies (perhaps the community support is needed in the approval process or a government agency is dependent upon constituents’ support), otherwise seeking a CBA will not work. Having any precedent on which to build a CBA can be perceived as a benefit, however if developers take into account CBAs from past projects, they may not want to offer greater benefits than what other developers have offered. Communities, as well as the CBAs that are negotiated for them, are contextual. What may be appropriate for one community may not be beneficial to another community. CBAs that are poorly negotiated can result in contractual defaults, leading to legal expenses for all parties involved, as well as the potential for the development to be suspended indefinitely, compounding affected parties.

2.3.2 Zoning, Ordinances, the Planning Process AND CBAs

Beginning in the 1990s, private developers began to take an increased interest in urban land. Little attention had been paid to these urban landscapes in previous decades as

urban decentralization had spread following World War II. Despite this decentralization, communities were still able to establish themselves, and as a result of this resurgence in urban land interest, these communities are eager to come together to protect and improve the neighborhoods they have created.25

As private contracts between a community coalition and developer, CBAs can be used to impose restrictions on land use. However these stipulations may contradict the legal comprehensive plan that may already be in place for an entire neighborhood.26 A CBA may place restrictions on allowable development for a given neighborhood that may contradict basic zoning designations put in place by local government. The question is then where does the reach of the CBA end?27 If the CBA, as negotiated by the community coalition, differs from the comprehensive plan for the neighborhood then who speaks for the neighborhood?28 Elected officials in local government represent neighborhoods – if there is a need for CBAs, then what is the appropriate role of government?29 Because CBAs are a recent phenomenon, these questions are still in the process of being answered.

In a report published by The Association of The Bar of the City of New York, the issue of amenities obtained from developments "as a condition for granting zoning changes, special permits and other discretionary approvals by the City" was studied.30 While this study does not directly study CBAs, the idea of gaining amenities as a benefit from the land use process is an obviously similar concept to CBAs, and this report makes valid points regarding the appropriateness of demanding amenities unrelated to the development project itself. This

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25 Ibid, 143.
27 Ibid, 211.
28 Ibid.
29 Ibid.
study looks specifically at the validity of developers providing community needs unrelated to the development itself. These amenities are required by developers on a case-by-case basis and have been argued to undercut local government decision-making processes.\textsuperscript{31}

The report states that amenities are “commonly obtained by central city officials, including the Board of Estimate, the City Planning Commission and the Mayor’s Office, as well as by community boards and local community groups,” and that the solution to issues arising from demanding these amenities is to “bar everybody in the city’s government from requiring such unrelated amenities (amenities that are unrelated to the development’s needs).”\textsuperscript{32} It goes on to say that “Community boards in particular should be given the opportunity to redirect some of their energies to a meaningful role in the pre-environmental review process, where they can both contribute their knowledge of local conditions and at the same time obtain some guidance about project needs, before they begin their review under the ULURP process.”\textsuperscript{33} The ULURP (The Uniform Land Use Review Procedure) process was enacted in 1989 as a standardized public review process for proposed use of city land; this procedure also places time restrictions on the review process.\textsuperscript{34} This report, in essence, discusses how communities can have a more meaningful and mutually beneficial role in the land use process, similar to the role communities play in the CBA process. The idea is that all parties that should be involved in the decision-making process for a development are involved at the beginning of the process, thereby mitigating unnecessary setbacks later on in the project, while also aiding in the economic, social and community development growth of the neighborhood with ‘amenities’ or ‘benefits’ granted through that development process.

\textsuperscript{31} Ibid, 8.
\textsuperscript{32} Ibid.
\textsuperscript{33} Ibid, 9.
When addressing the direct comparison of CBAs and comprehensive land use plans or smaller community-based plans, CBAs address the sociological issues, such as gentrification, affordable housing and economic development, regarding a community and other issues not “contemplated by planning documents.”\footnote{Salkin, Balancing Community Empowerment, 196.} There may also be more public participation with the CBA process as compared to the planning process.

A city has the power to place “conditions on project approvals or record covenants against title that include both community benefits and provisions allowing for private enforcement by local groups and/or low-income individuals.”\footnote{Beach, "Strategies and Lessons," 96.} Leverage for CBAs could be found in city ordinances governing land use approvals. Or, where developments are in need of conditional-use permits, zoning variances or other city actions, community coalitions can use the approval process as leverage to lobby for what they argue they need as a community, the benefit being living wage jobs, a grocery store or historic preservation.\footnote{Ibid, 88.}

Local groups need to be aware of offending their local community government officials. The impression that the elected official isn’t appropriately representing their community may become an issue.\footnote{Ibid, 96.} Seeking to go beyond the official’s explicit parameters may damage community actions and their official’s support, thereby dismantling the leverage the community group may have to enforce a CBA.

### 2.4 ECONOMICS OF HISTORIC PRESERVATION

#### 2.4.1 Public vs. Private CBAs

The two most common types of CBAs are public and private. According to the article,

*Community Benefits Agreements: Definitions, Values and Legal Enforceability*, by Julian Gross,
“Private CBAs are enforceable agreements between community-based organizations and developers. Public CBAs are community benefits commitments set forth solely in a development agreement, but resulting from a broadly inclusive, focused process.”\(^{39}\)

Private CBAs present the best option for community groups. They allow for more ease with negotiations as well as enforceability by community groups. A typical CBA grants all parties to the CBA the right to enforce the agreement; essentially, the CBA has been written as a legally enforceable contract.\(^{40}\) As community groups are the first to ‘act’ in the CBA process, it is important that they are party to the negotiation process; and creating a comprehensive and transparent plan is key for the community as well as for the development process.\(^{41}\) Another reason these agreements bode well for the community is that they aren’t subject to the abundant legal restrictions placed on actions taken by governmental agencies, including a public approval process.\(^{42}\) This means that the content of private CBAs is not restricted "by the Takings Clause, Equal Protection Clause, Privileges and Immunities Clause, statutory preemption concerns, or state and local land use laws."\(^{43}\)

Public CBAs are broader agreements among multiple community coalitions, the developer/developers and governmental entities. They enable substantial community participation, address a broad spectrum of issues and are treated in the development agreement as valid and enforceable.\(^{44}\) As they are public agreements, the content of these CBAs "are subject to the range of restrictions on governmental actions, often including federal constitutional restrictions like the Takings Clause and the Equal Protection Clause; federal statutory proscriptions like the preemption doctrines written into ERISA or derived

\(^{39}\) Gross, "Community Benefits Agreements," 45.
\(^{40}\) Ibid.
\(^{41}\) Ibid, 46.
\(^{42}\) Ibid.
\(^{43}\) Ibid.
\(^{44}\) Ibid, 47.
from the National Labor Relations Act; and the various strictures of state and local law, including widely divergent land use and development codes, redevelopment laws, and so forth."45

2.5 CBA AS MECHANISM FOR HP PLANNING AND IMPLEMENTATION

2.5.1 Enforceability vs. Leverage

Much of the literature regarding CBAs discusses fear on the part of the community or the community coalitions that the benefits set forth in the CBA will not be provided by the other parties to the CBA. Enforceability and leverage issues have been at the heart of the debate about whether or not CBAs could be perceived as successful development tools. Leverage and enforceability in this sense have a symbiotic existence; where leverage can be taken to mean the power by which communities can enforce a CBA.

Enforceability issues will differ depending on the type of agreement the CBA is; meaning that enforceability tools for private CBAs, stand-alone agreements between community groups and developers, will differ from tools available for public CBAs, which are between governmental entities and developers.46 It must be stated that legal leverage and enforceability possibilities are contextual and will differ from community to community and CBA to CBA.

In Beach’s article, Strategies and Lessons from the Los Angeles Community Benefits Experience, leverage tools for public CBAs are discussed, and include federal and state statutes, local land use approvals and city agency policies.47 Enforcement tools for private CBAs include third-party enforcement rights, enforceable agreements between the

45 Ibid, 47.
46 Ibid, 36.
development agency and community-based organizations, and local or state laws allowing for limited enforcement rights for affected members.\textsuperscript{48}

Federal statutes, “such as HUD Section 3 and federal civil rights laws,” “force local governments to consider the interests of low-income individuals, people of color, or both.”\textsuperscript{49} State statutes “create obligations for local governments as part of their state review and approval of projects.”\textsuperscript{50} When looking at projects that are subsidized by the local, state or federal government, communities might have an easier time enforcing promises set forth in a CBA due to actions required as a result of receiving that public funding. Where private CBAs are concerned, communities may be left with few tools other than the CBA itself, acting as a contract, to enforce community benefits outlined in the CBA.

Likewise, federal civil rights laws have been used as a means to exert leverage over development. A passage from the same article by Beach explains:

One example may be seen in the community victory at what is now called the Cornfield site, north of downtown Los Angeles. In early 2000, a developer proposed an $80 million industrial project for the site, which had been unused and in poor condition for nearly a decade. Opposition to the project was led by the network of organizations that coalesced to form the Chinatown Yards Alliance, whose members included more than thirty organizations that collectively represented a broad spectrum of stakeholders and communities interested in the fate of the Cornfield. In September 2000, several of the groups filed an administrative complaint alleging that the federal government’s financial support for the project violated federal civil rights and environmental justice laws, namely Title VI of the Civil Rights Act of 1964, the HUD regulations implementing Title VI, and the 1994 Executive Order on Environmental Justice. This legal strategy formed one part of a process that ultimately led to the site’s acquisition by the Trust for Public Land and the conversion of the site into a public park.\textsuperscript{51}

\textsuperscript{48} Ibid, 87.
\textsuperscript{49} Ibid, 88.
\textsuperscript{51} Ibid, 89.
The article goes on to say:

The Supreme Court in 2001 undermined the strategic use of civil rights to shape land use in the cases of *Alexander v. Sandoval* and *Gonzaga v. Doe*, which sharpened the standing requirements for Title VI racial disparate impact claims. Litigants such as those in the Cornfield (discussed above) and Bus Riders Union cases had come to rely on Title VI in the wake of the Supreme Court’s 1977 decision in *Village of Arlington Heights v. Metropolitan Housing Development Corp.*, which required a showing of discriminatory intent in Equal Protection cases. *Sandoval* and *Gonzaga* eliminated the theory that an implied right of action exists under Section 602 of Title VI to enforce regulations prohibiting federally funded state and local agencies from acting in ways that create a disparate impact on different minority groups. However local groups may still pursue and administrative complaint as the coalition did in the Cornfield case.\(^{52}\)

Problems have arisen where CBAs haven’t been written in a transparent and thorough manner. An example of a misappropriated funds issue arising from a CBA is in the case of the Yankee Stadium CBA and its organization of funds distribution, as discussed in the article, *Community Benefits Agreements: Opportunities and Traps for Developers, Municipalities, and Community Organizations*, by Patricia Salkin.\(^ {53}\) The CBA required that the trust fund created by the CBA “be administered by ‘an individual of prominence’ through distributions to local nonprofit groups.”\(^ {54}\) The article goes on to state that, “Because the fund’s trustee will be appointed by the same elected officials responsible for the CBA, it has been referred to as a “slush fund” by critics who fear that funding will not be distributed impartially.”\(^ {55}\) As a side note to preservation efforts, these sorts of issues could adversely affect preservation efforts in the sense that whichever trustee is appointed could be impartial to preservation efforts; or this person could favor new development and demolition. This point makes a strong case for attention to detail, enforceability and

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\(^{52}\) Ibid.

\(^{53}\) Salkin, “Opportunities and Traps,” 5.

\(^{54}\) Ibid.

\(^{55}\) Ibid.
transparency within the CBA itself. Salkin also expresses concern over the fact that private CBAs do not directly involve local, county or state governing bodies, which leaves a potential for unnecessary community vulnerability as far as enforcing the agreements made in the CBA.\textsuperscript{56}

Choosing an appropriate person for the CBA enforcement role is an important step for the community in the CBA process. Local groups ideally reserve the right of enforcement within the scope of the CBA.\textsuperscript{57} In the same sense, some groups may not have the power or capacity to monitor their role and enforcement with regards to the CBA.\textsuperscript{58} The community coalition, or whichever entity is representing the community, needs to have a savvy representative who can make a stand for the community.\textsuperscript{59}

\textbf{2.6 COMMUNITY DEVELOPMENT – A SEGUE TO HISTORIC PRESERVATION}

There is concern over the decline in funding for Community Development Block Grants as well as the potential decline in funding for HUD and Section 8 housing for low-income families.\textsuperscript{60} In conjunction with a decline in this funding, there is a general concern over the lack of accountability in development – meaning that developers most likely do not have a vested interest in the communities where their developments are taking place.\textsuperscript{61} As such, there is less concern over the long-term effects of the development on the community. As receivers of considerable tax-breaks and government subsidies large-scale developments rely on this public funding and would likely not be able to happen otherwise. CBAs add a certain amount of accountability to the development process. The popularization of the

\textsuperscript{56} Ibid, 4.
\textsuperscript{57} Beach, "Strategies and Lessons," 103.
\textsuperscript{58} Ibid.
\textsuperscript{59} Salkin, “Opportunities and Traps,” 7.
\textsuperscript{60} Salkin, “Understanding Community Benefits Agreements,” 21.
\textsuperscript{61} Ibid.
Smart Growth movement, which emphasizes “equity, economy and environment”, coincides with the spread of CBAs.  

While the link between economic development and historic preservation may not be readily noticeable, economic development can be viewed as a means for historic preservation. Sustaining a community, particularly one that is within a historic urban neighborhood, is an indirect means for historic preservation. By supplying living wage jobs and other socially based benefits to a community, an opportunity arises for that community to sustain itself – and the historic resources within that community. On the same line as economic development, affordable housing offers similar opportunities for historic preservation. Maintaining and reusing the housing stock already in a neighborhood saves on the higher costs for new construction. In a historic urban neighborhood, for example, this demolition mitigation would, by default, preserve historic homes.

Declining public resources, such as federal aid, and higher-priority costs (war, natural disasters, etc.), can negatively impact vulnerable communities that are at risk for decline. Community Benefit Agreements are a strong alternative for local governments who have lost state aid. CBAs bring to question neighborhood income isolations and gentrification issues. Poverty can exacerbate community decline and reduces the tax base of a community. By putting in place a plan to help impoverished families as well as impoverished neighborhoods within a community can expand the tax base. Bringing income levels up (employment, better job opportunities) will increase consumer spending and the health of the local economy.

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63 Salkin, “Understanding Community Benefits Agreements,” 19.
Urban revitalization is not simply rehabbing one building in a historic neighborhood and hoping for the best. Vacant land, infill, consumerism, available resources, income levels, community, taxes and many other economic factors affect urban revitalization. How these factors work together determine the level of potential success in bringing a community back from decay. Assessing the current condition of a community can help determine what needs to be done for successful renewal. Taking an inventory of infill and vacant land as well as determining specific obstacles to reclamation (tax liens, decay, slum-lords, etc.) are all factors that help determine what will help a community reverse its decline.

With the assumption that the development addressed in a CBA would be income-producing, it could be argued that a certain percentage of the revenue from the project should be set aside for historic preservation efforts with a non-profit set up by the development (the community benefit), with the benefit to the developer being the tax shelters attainable through donated monies to non-profits. It’s important for communities to agree on a set and hierarchy of goals in the beginning of the CBA process, as well as to determine what course of action they want to take – stop the development, extract benefits from the project, or extract resources that can be used for the benefit of the community. Extracting resources, more specifically funding, from CBAs may be most beneficial for historic preservation efforts.

65 Ibid.
3.0 CASE STUDIES

3.1 CASE STUDY INTRODUCTION

The three communities chosen for this research process each involve historically and culturally significant urban fabrics that are contending with social and economic issues, as well as historic preservation issues.

The following diagrams outline the process by which communities and developers define the relationship between a development project scope and the benefits negotiated for within the CBA (Figure 3.1.1), as well as how the CBA is able to support its negotiated benefits (Figure 3.1.2).

DEFINING PROJECT SCOPE AND BENEFITS

Figure 3.1.1
CBAs AS A PARTNERSHIP

CBAs are partnerships between a community and a developer. The success of the CBA stems from the capacity of the partnership to support the CBA. Project scope and internal financial capacity direct the capacity for planning and implementation.

CAPACITY TO SUPPORT CBA

![Diagram of capacity to support CBA]

- **PROJECT SCOPE**
- **INTERNAL FINANCIAL CAPACITY**
- **EXTERNAL FUNDING**
  - Local, Non-local

- **INTERNAL FUNDING**
  - Programs, Projects, Planning/Design
  - **SOCIAL PROGRAMS**
  - **ECONOMIC PROGRAMS**
  - **OTHER**

- **LOCAL**
  - Offsite improvements, Land write-downs, Fees/Incentives

- **NON-LOCAL**
  - Mitigation funds, Grants, Other

Figure 3.1.2
3.2 CASE STUDY ONE – WEST HARLEM/COLUMBIA UNIVERSITY EXPANSION

WEST HARLEM CBA – CBAs AS A PARTNERSHIP

CAPACITY TO SUPPORT CBA

Figure 3.2.1

3.2.2 Presentation of Discussion Points

The West Harlem CBA is discussed in the following sections as it relates to the research aims identified in the theoretical framework: defining preservation as a public benefit, identifying key players, understanding the economics of preservation and applying CBAs as a mechanism for historic preservation planning and implementation. A well-written, inclusive and transparent CBA can be successfully applied as a preservation planning and implementation tool; particularly where these discussion points are clearly defined and thoughtfully written.
The historic preservation language within the West Harlem CBA is discussed as it relates to each of these aims, and conclusions are drawn about the practicality and potential success of the CBAs preservation components. As well, what this CBA affords the community with regards to protecting and contributing to the longevity of the community’s cultural and historic resources is discussed. The conclusions show that the historic preservation language within the CBA was a deliberate and well-planned inclusion on the part of the community; further proving that CBAs are able to successfully serve as a preservation planning and implementation tool when there is active community participation to facilitate follow-through.

3.2.3 West Harlem Historical Statement

The area that is now West Harlem was settled by the Dutch around 1658. Rich soil, inexpensive land and pleasant views were a major attraction for settlers. The area has connection to the Revolutionary War and the War of 1812. The Village of Manhattanville was settled around what is now Broadway Avenue and 125th Street in 1806. Manhattanville, along with Harlem, served as one of Upper Manhattan’s most prominent neighborhoods throughout the nineteenth century.

The area has served a diverse mix of residents throughout the centuries. In the 1800s, the neighborhood was inhabited by American patriots, British loyalists, slave traders, slave owners, and enslaved African Americans as well as laborers and wealthy industrialists.66 Over the years, the neighborhood became home to Irish, German and Jewish immigrant populations, further forming its diverse and significant history.67

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67 Ibid.
This diverse population served as a catalyst for diverse religious architecture, some of which still exists. Among the notable examples are St. Mary's Protestant Episcopal Church built in 1823, the Manhattanville Free School built in 1827 and St. Joseph's Roman Catholic Church built in 1861.68

In the 1920s and 1930s the West Harlem neighborhood became home to many affluent African Americans as well as artists, writers and musicians.69 The Cotton Club is a small jazz club on the corner of 125th Street and Dr. Martin Luther King Jr Boulevard. The name is synonymous with 1920s and 1930s jazz greats like Duke Ellington and Cab Calloway.70 While this building is not the original, the club is a testament to the jazz legacy of West Harlem.

The area that is now considered Manhattanville is part of Community Board No. 9 District in Manhattan, New York. It is bounded by 122nd Street to the south, 135th Street to the north, the Hudson River to the west and St. Nicholas Park to the east. The area has roots in the Dutch Colonial and English Colonial periods and later served as major industrial port for goods heading into north Manhattan.71 The Manhattanville neighborhood was established in 1806 near what are now Broadway and 125th Streets.

3.2.4 Background of the West Harlem CBA

Columbia announced its 6.8 million square foot expansion plans in 2003; these plans include rezoning a section of the Manhattanville neighborhood of Community District 9 (CD9) in Manhattan as well as demolition of approximately 17 acres of the neighborhood’s

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68 Ibid.
71 Manhattan Community Board #9.
historic industrial resources along the Hudson River. The project will include classrooms, research facilities, housing and community space. The New York City DCP announced in June 2007 that it approved Columbia’s zoning application; the ULURP process commenced just after and was approved in December 2007, despite continued community opposition, which will be discussed in the following paragraphs.

Beginning in September 2006, the WHLDC began holding weekly meetings to develop a CBA that served the needs of the community and its members. To help mitigate the effects of gentrification on the neighborhood, Columbia committed $150 million in December 2007 through a Memorandum of Understanding. The $150 million is referenced in the CBA as “CU Contributions” and includes a “Benefits Fund” of $76 million; an “Affordable Housing Fund” of $20 million, with an associated $4 million legal assistance fund; an “In-Kind Benefits Fund” of $20 million; and $30 million is committed to the “Demonstration Community Public School”, a. The CBA outlines suggested uses for the $76 million “Benefits Fund” as those funds have not been specifically allocated; it is up to the community to decide where those funds will be spent.

A Columbia University student-led coalition, the Student Coalition on Expansion and Gentrification (SCEG), have been following the expansion plan progress over the past several years. Their purpose in following the expansion plan is to inform community members and outsiders what they deem unfair acts imposed by Columbia on the

72 WHLDC, “West Harlem Community Benefits Agreement,” 5.
76 WHLDC, “West Harlem Community Benefits Agreement,” 8.
77 Ibid.
Manhattanville neighborhood, as well as assess the losses the neighborhood will take as a result of the expansion. According to the SCEG, the proposed development, which is currently in phase I, will cost the area 132 units of affordable housing, and shut down more than 80 neighborhood businesses.\textsuperscript{78}

This same organization highlights the use of eminent domain in Columbia’s expansion plans. Columbia petitioned the ESDC at one point to implement eminent domain for several property owners that were unwilling to sell to the Columbia so that the development plans could move forward.\textsuperscript{79} As a state development entity, the ESDC has the power to seize blighted property for public use.\textsuperscript{80} The community’s issue with this process is that Columbia owns 60 percent of the property subject to the ESDC’s blight study. The University also controls 80 percent of the property; this is unsettling in the fact that if the ESDC does find the area to be blighted, then it would be at the hand of the University.\textsuperscript{81} While the intentions of the University seem to lie with the sincere stewardship of the neighborhood, it’s hard to imagine that these sentiments are sincere when they are effectively pushing out business owners who have been successfully running businesses in the area for decades.

Prior to the existence of the CBA, the West Harlem community had developed a 197-a plan (197-a plans are a New York City planning tool that authorizes communities to plan for their own growth and development in collaboration with the Mayor, the City Planning Commission and the DCP).\textsuperscript{82} The goal of this plan was to see West Harlem successfully progress into the future with development guidelines that are sensitive to the heart of the

\textsuperscript{79} Ibid.
\textsuperscript{80} Ibid.
\textsuperscript{81} Ibid.
community. The 197-a plan was begun in 1991, and through 15 years of public hearings and input, provided guidelines for affordable housing, infill (to build around non-Columbia-owned buildings) and living wage jobs. Its goal was to allow development in the neighborhood while keeping the character and cultural integrity of the neighborhood. This plan would still allow for Columbia’s expansion however would not allow for the demolition of the historic industrial fabric proposed by Columbia’s development plan, which is already under way. As discussed in the SCEG paper, one of the goals of this plan was to protect the, “historical building patterns and neighborhood scale.” This plan parallels some aspects of Columbia’s plan as well as the benefits promised in the final CBA, and was most likely used as a framework for the CBA.

The CBA works in conjunction with the General Project Plan (GPP). The GPP outlines the general project scope and further discusses the benefits addressed in the CBA on a project-by-project basis as they relate to the development process (rather than as how they relate to community benefits). The GPP addresses the historic resources that are included in the project scope and points to the fact that the impact that the development will have on these historic sites will be consulting with the State Office of Parks, Recreation and Historic Preservation (OPRHP) as outlined in the New York State Historic Preservation Act. This would apply to three buildings in development area: the Nash Building, a portion of the former West Market Diner, and the former Sheffield Farms Stables, all of which are, “listed on the New York State and/or Federal Register of Historic Places.”

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83 SCEG, “A Look at the Issues.”
3.2.5 Identifying Key Partners

Who are the Partners and Why Are They Involved in the CBA?

The CBA identifies the parties to the agreement as the West Harlem Development Corporation (WHLDC) and the Trustees of Columbia University in the City of New York. A comprehensive group of constituents is represented by the appointed community leaders of the WHLDC.\textsuperscript{85} There was an initial thought that the WHLDC should not include any elected officials in order to mitigate potential perceptions that the elected officials might control negotiations without the true voice of the community however that was changed after the initial meeting.\textsuperscript{86}

The West Harlem community had an active community base prior to the existence of this CBA or Columbia’s expansion plans took shape. Evidenced by the existence of the 197-a plan, this community was taking an active interest in its own health and existence. 15 years of public hearings and negotiations regarding the sensitive treatment of each of its assets is proof that the community had viable leadership, and may be evidence of the community’s future ability for self-advocacy-even through Columbia’s expansion plans.

\textit{West Harlem Local Development Corporation}

The WHLDC (West Harlem Local Development Corporation) was established by Community Board 9 in response to Columbia’s expansion plans. The WHLDC held weekly meetings during the CBA planning and negotiation process; eleven committees, focusing on housing, business and economic development, employment and jobs, education, historic preservation, community facilities and social services, arts and culture, environmental

\textsuperscript{85} Amy Lavine, \textit{Community Benefits Agreements}.
\textsuperscript{86} Amy Lavine, \textit{Community Benefits Agreements}.  

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stewardship, transportation, research and laboratory activities, and green spaces.\textsuperscript{87} These eleven committee concentrations came to serve as the benefits described within the CBA.

\textit{Columbia University}

Columbia University is the impetus behind the entire project. There is a general apprehension within the West Harlem community over Columbia’s expansion plans. In the 1960s, Columbia’s East Campus expansion plan displaced nearly 10,000 West Harlem residents without fair compensation.\textsuperscript{88} While their development practices have become more equitable since the 1960s, the University has threatened the use of eminent domain where current business owners aren’t willing to sell. As of December 13, 2010, the University was granted permission to move ahead with its expansion project and will use eminent domain to obtain those business properties.\textsuperscript{89} The ESDC conducted a study of the area and concluded it was blighted in 2008, therefore allowing Columbia’s use of eminent domain to acquire property from the four self-storage and two gas station owners who were holding up the expansion plans.\textsuperscript{90}

\textit{Empire State Development Corporation}

The Empire State Development Corporation (ESDC) is responsible for the health and development of New York’s local economies. This entity is responsible for job retention and

\textsuperscript{87} WE ACT, WE ACT for Environmental Justice.
\textsuperscript{88} SCEG, “A Look at the Issues.”
creation as well as providing assistance to businesses and maintaining New York’s economic prosperity.\textsuperscript{91}

\textit{WE ACT}

WE ACT is an organization whose mission it is to provide a leadership role in healthy community planning practices – clean air; affordable, equitable transit; reducing wastes, pests and pesticides; toxic free products; good food in schools; sustainable land use; open and green space; and healthy indoor environments.\textsuperscript{92} The WE ACT organization was a major proponent to successfully engaging the community in CBA activities; with the focus of creating a transparent and fair CBA, WE ACT aided community members with workshops and tools to help them participate in the review processes as well as CBA negotiations.\textsuperscript{93} WE ACT’s role as a mentor in developing the West Harlem CBA stemmed from the desire to make sure that Columbia was held accountable for developing a sustainable and community-friendly project. WE ACT helped the community determine the benefits that the community wanted, including historic preservation. Historic preservation is linked to sustainable practices due to the fact that it re-uses the existing built environment and requires minimal additional resources. By aiding in community involvement, WE ACT gave the community an active voice in the negotiation process, and most likely directed the community toward healthy and sustainable benefits. WE ACT made several suggestions to Columbia University with regards to the development, including implementing a zero waste policy, “including salvaging of building material, recycling and composting.”\textsuperscript{94}


\textsuperscript{92}WE ACT, \textit{WE ACT for Environmental Justice}.

\textsuperscript{93}WE ACT, \textit{WE ACT for Environmental Justice}.

\textsuperscript{94}WE ACT, \textit{WE ACT for Environmental Justice}. 
Coalition to Preserve Community

While the Coalition to Preserve Community (CPC) is not a key player in the CBA, they are a large community coalition that is still actively opposing Columbia's expansion plans that other community groups and community leaders have agreed to and signed. Outreach to the community is where the initial framework for this CBA came from. In a statement made by the CPC, it was the general thought that Columbia's initial desire to involve the West Harlem community was, “a sophisticated, well-heeled public relations operation that functioned to provide the appearance of community input in order to avoid having to address the destructive consequences of Columbia's continued unrestrained expansion.”

One mission of the CPC is to preserve the historical and architectural integrity of the CD9 neighborhood; it is also interested in preserving jobs, housing and the safety of the community’s residents.

Independent Monitor

Columbia agreed to fund the hiring of an independent party, or an ‘Independent Monitor’ as it’s referred to in the CBA, whose job it will be to monitor the University to make sure that it is in compliance with the benefits outlined within the CBA. Transparency of this Independent Monitor is mentioned and it is stipulated that the monitor report to the University and the ESDC, who shall in turn, report to the WHLDC in a timely manner all reporting done by the Monitor.

On the most fundamental level, this CBA acts as a contract where two parties have promised actions to each other based on the agreements made within the CBA. Failure to

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96 Ibid.
97 WHLDC, “West Harlem Community Benefits Agreement,” 43.
comply with the agreement would be a breach of contract; the CBA discusses arbitration options in the case that either party does not comply with its commitments.\(^{98}\)

3.2.6 Historic Preservation as a Public Benefit

From industrial roots to Black culture, West Harlem is one of New York’s most historically rich neighborhoods. As discussed in the brief history of West Harlem, the neighborhood was settled almost 400 years ago. Its proximity to the Hudson and the surrounding landscape has afforded the area its uninterrupted usefulness throughout the past four centuries. Because of the neighborhood’s rich and diverse history, historic preservation is an important benefit for this community; a fact to which the community is aware. As such, historic preservation is listed as a community benefit within the West Harlem CBA, and an entire section of the CBA is dedicated to discussing historic preservation planning and funding.

Direct Historic Preservation Efforts

The West Harlem CBA acknowledges the neighborhood’s living and cultural history, as well as its built environment and included historic resources. The CBA discusses specific cultural and historic program initiatives, suggesting that the WHLDC, and therefore the community, is aware of its valuable resources. This contributes to my belief that the historic preservation language in this CBA was a deliberate and well-thought inclusion on the part of the community. In Section VIII of the CBA, Columbia University outlines guidelines to provide advice and guidance to the community on programs and projects that preserve and document the cultural and living history of Harlem and West Harlem. This section also

\(^{98}\) Ibid, 46.
outlines plans to develop a Living History Project for West Harlem, stating that this project would, "strive to preserve the legacies, traditions and history of the people of West Harlem, while introducing the emerging melting-pot community," and would be “researched and developed by long-time members of the Local Community;” and suggests using funds from the general Benefits Fund. Funding from the Benefits Fund may also be used to “support a project exploring the legacy of Harlem artists and arts organizations, inviting icons and organization representatives to share with the community the legacy of their contributions to Harlem and American culture.”

Section X of the West Harlem CBA is dedicated to discussing historic preservation of the built environment within Community District 9. Titled “HISTORIC PRESERVATION,” the section’s purpose states, “The WHLDC is committed to assisting in the preservation and enhancement of the historic context of the Local Community and promoting public awareness of its rich architectural resources.” The section outlines actions for historic preservation efforts within CD9, including using the Benefits Fund for preservation research and planning as well as actual preservation activities, including “architectural research, historic photo documentation and other resources in support of identifying and/or expanding the National Register and New York City Landmark designations of historic districts and individual properties throughout CD9.”

Section X also discusses specific architectural resources that are to be reused in Columbia's development plan; these resources have been found to contribute to the architectural story of CD9 and include infrastructure as well as buildings. The lighting maintenance for both viaducts - the MTA viaduct and the Riverside Drive viaduct - is to be
funded by Columbia University. The Studebaker Building and Warren Nash Service Center are mentioned in this section as resources that are to be preserved and reused by the University. Stipulations regarding how Prentis Hall will be treated throughout the development process are also outlined at the end of Section X and state, “Prentis Hall shall be treated in a historically-sensitive manner due to the buildings architecturally distinguished structure which contributes a unique history to the Project area.”

The project scope includes plans to tear down 17 acres of historic industrial properties; approximately 56 historic industrial buildings will be demolished upon completion of phase II of the project in 25 years. Although Columbia University owns most of the buildings in the area, several businesses currently operate successfully in several of the buildings slated for demolition; further proof that these buildings are still serving a purpose for the community.

Historic Preservation Derived from Social and Economic Benefits

The remaining CBA programs outside historic preservation are outlined within the first portions of the CBA and include housing, employment and economic development, education, environment, transportation, arts and culture, and community facilities. This list of community benefits is a comprehensive list of economic and social benefits; by working with the root of the community and its there is more likelihood for the revitalization of a healthy, self-sustaining neighborhood. This, in turn, promotes the longevity of the historic and cultural pride, ultimately leading to successful historic

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104 WHLDC, “West Harlem Community Benefits Agreement,” 41.
106 WHLDC, “West Harlem Community Benefits Agreement,” 8.
preservation of the community’s built fabric. West Harlem and its residents have a rich history and its residents take pride in the cultural diversity of their neighborhood.

Employment and Economic Development

Employment and economic development indirectly affect historic preservation in this way. The CBA outlines the expected generation of new jobs and economic opportunities for the community as well as its existing businesses. The CBA goes on to mention that these opportunities, “will require the training, referral and hiring of Local Residents, minorities and women and the participation of Local businesses in the Project.”

This section further discusses the details of the programs that are intended to carry out the purpose of employment and economic development. Those programs are:

- Living wages and benefits for all Columbia University Project Employees
  (Columbia is dedicated to hiring local residents who are qualified to work on the project)

- The construction management team for the development will form a local membership registry with the construction labor unions of New York City to recruit and train local West Harlem residents in pre-apprenticeship and apprenticeship programs.

  This section of the CBA also discusses how Columbia University will work with existing pre-apprenticeship programs as well as The Consortium for Worker Education to promote local community employment development.

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107 Ibid, 18.
• Columbia University will provide assistance with job-readiness training and technical skills training to help local residents develop the skills necessary to secure employment within the Columbia expansion project area.\textsuperscript{109}
  
  o Upon acquisition of property necessary to complete Phase 1, Stage 1 of the project, Columbia University is to provide, “up to $750,000 to fund and support the design, development and implementation of industry response (skills-based) education and workforce development training.”\textsuperscript{110}

• Columbia University will offer retail space for lease to local entrepreneurs and current business owner.
  
  o No less than 12,000 square feet of the development will be set aside for this purpose.\textsuperscript{111}
  
  o An additional 3,000 square feet will be set aside with each phase of the project, for a total of 6,000 square feet. Priority will be given to Tier 1 businesses and businesses that were displaced during the construction of the Columbia expansion.\textsuperscript{112}

• Columbia University will aid local businesses with business development guidance
  
  o Columbia University acknowledges the importance that these businesses and residents meld with the new population and businesses that will arrive as a result of the expansion project.\textsuperscript{113}

\textsuperscript{109} Ibid, 20.
\textsuperscript{110} Ibid, 21.
\textsuperscript{111} Ibid.
\textsuperscript{112} Ibid, 22.
\textsuperscript{113} Ibid.
• The currently operating Columbia University Employment and Career Center would be enhanced to create the Community Information, Opportunities and Resources Center and would be located within or close to the project area.\textsuperscript{114}

  o Its purpose is to serve as an employment and business assistance program, including community service programs such as volunteering and mentoring.

• Columbia University graduate students in the MBA and Real Estate programs will have opportunities to provide assistance to local community members and businesses.\textsuperscript{115}

The benefits promised in the employment and economic development section of the CBA will serve to revitalize the West Harlem neighborhood in a way that can be sustained by the current community base. By training and employing local residents and fostering local business development, the CBA further guarantees the longevity of the West Harlem neighborhood as well as its prideful residents.

\textit{Education}

The CBA outlines a plan, as well as funding, for a, “high performing neighborhood NYCDOE public school serving the youth of West Harlem that demonstrates best practices in classroom methods and pioneers innovative teaching techniques, materials and technologies.”\textsuperscript{116} By educating and instilling the importance of cultural heritage in the youth of West Harlem, the community is further instilling community pride in its youth. This pride will carry through to indirectly affect historic preservation. By successfully educating the youth in the neighborhood, the community is educating the future of itself.

\textsuperscript{114} Ibid, 23.
\textsuperscript{115} Ibid, 26.
\textsuperscript{116} Ibid, 27.
Within the education section, several programs are discussed with the intent of expanding the knowledge base of the local community. Those programs include:

- Educational programs to enhance learning opportunities for CD9 residents.
- The WHLDC can request that Columbia expand its existing educational programs within CD9 under the In-Kind Benefits program.
- Columbia will provide internships for high school students, one-third of which will be filled with qualified local community high school students.
- Columbia will create an education center that will develop programs for elementary, junior high and high school students.
- Columbia will provide a health education awareness center.
- The schools within CD9, the WHLDC and other relevant organizations will have access to research produced by the Center relating to educational organizations and learning opportunities.
- Columbia will work with the community to reach out to the community's disconnected youth and offer services to engage those youth in educational experiences.
- The Benefits Fund may be used in part for teacher development.
- Columbia will provide to teachers teaching within the community scholarships for a master’s degree, two of which may be funded by the Benefits Fund.

- Continuing Education
- Pre-K and Adult Learning Programs
- University Scholarship Fund
• Community Scholars Fund\textsuperscript{117}

Educational resources for West Harlem will be a direct result of the expansion project. Although the Columbia expansion serves the purpose of accommodating growth for Columbia University, the community will benefit from the presence of the university. “The WHLDC intends to work toward the goals of: (a) improving academic outcomes for children in early childhood, pre-school, primary, middle and high school; (b) at least doubling the percentage of students in the Local Community who attend college from 20\% to 40\%; and (c) improving outcomes for adults in education, training and vocational programs.”\textsuperscript{118}

\textit{Environment}

The Columbia CBA also addresses environmental issues. Most specifically when dealing with the project area, the CBA outlines environmental impact mitigation efforts including, “protecting the biosphere; the sustainable use of renewable natural resources; the reduction of waste and the safe disposal of waste; energy conservation; greenhouse gas emission reduction; environmental risk reduction to Columbia University staff, students and the surrounding community; and correcting damage, if any; reducing the use of products that cause environmental damage, and reducing impacts to air quality in the surrounding area, with a particular sensitivity to the impacts to people suffering from asthma.”\textsuperscript{119} This section goes on to discuss the project’s aim to achieve at least a LEED silver certification upon completion. Solid waste reduction management, pest control, and hazardous substance control are also “Environmental” benefits afforded the community on a project level. These benefits are required for the project area, according to the CBA.\textsuperscript{120}

\textsuperscript{117} Ibid, 28.
\textsuperscript{118} Ibid, 30.
\textsuperscript{119} Ibid, 32.
\textsuperscript{120} Ibid, 33.
Community-based efforts for mitigating negative environmental impacts are streetscape enhancement measures with plantings, water conservation and sewage control measures, seismic safety and building protections, and establishment of a community emergency response team.

Transportation

Transportation benefits addressed within the West Harlem CBA include a needs assessment study that may be funded by the Benefits Fund, improvements to the existing subway system including upgrading escalators and provide handicap accessibility, bus stop improvements and adding 72 parking spaces to an existing parking garage near the project area.121

Community Facilities

Section IX discusses community facilities, which will include athletic facilities and clinics, sporting and summer camp facilities, day care space, Community Board 9 meeting space, services to provide support to home-bound seniors, health care benefits, health education and outreach, as well as a not-for-profit building that will be sustained by the WHLDC. These programs may be funded by the Benefits Fund and Columbia University may provide advice and guidance to the WHLDC in order to successfully implement these programs.122

All of these programs, as community benefits, work to sustain and improve the existing community; as such, these programs directly affect historic preservation efforts. These programs are an outline for a sustainable community that knows its own worth. Taking

121 Ibid, 35.
122 Ibid, 37.
pride in its youth, its seniors, its residents’ health as well as the health of the community's environment, the work of the community coalition is guaranteeing the longevity of the community. This furthers the likelihood that the historic and cultural resources within the community will not be lost to the impending population and demographic change.

How Historic Resources were Handled Prior to the CBA

Portions of West Harlem are nationally designated as a historic district on the National Register of Historic Places however the Manhattanville neighborhood (the main site of Columbia’s expansion) is not. There are several preservation entities within New York City that handle preservation review and efforts on a citywide basis. There are also community-based historic preservation organizations; the Hamilton Heights – West Harlem Community Preservation Organization is one such entity. They strive to lead the community as an advocate for preservation efforts.¹²³

The community partners discussed above are also aware of the community’s historic resources and strive to account for them when acting on behalf of the community.

3.2.7 Economics of Historic Preservation

Internal Funding – Funds Derived from CBA Partners

Section II of the West Harlem CBA outlines monetary contributions the University will make to the community as a result of the development. These funds are designated to specific community benefits, including a general Benefits Fund, an Affordable Housing Fund, and an In-Kind Benefits fund, which is essentially access to Columbia University facilities for community members. It also outlines a plan for the establishment of a public school in

conjunction with Columbia University’s Teachers College. The Benefits Fund would be paid by Columbia University in specific installments over a 16-year period. An exhibit to the CBA outlines the specifics of these installments, which is located in the West Harlem CBA exhibit in this paper.

Specific economic needs for the community’s historic preservation efforts are not addressed within the CBA. The historic preservation section suggests using the Benefits Fund for an initial assessment of the area; “A portion of the Benefits Fun may be used to fund the Historic Preservation’s and/or other preservation organization’s expertise for an initial assessment of the area, which shall focus on CD 9.” As with the other benefits mentioned within the CBA, historic preservation efforts have the potential to be funded by this Benefits Fund, at the discretion of the WHLDC. All of the potential benefits are well outlined, however they are and will be indefinitely competing with each other until the WHLDC decides which programs the Benefits Fund will fund. The likelihood for successful preservation then lies with the individual members of the WHLDC. If there is no one within that organization that makes a stand for preservation, then historic preservation may lose out to the other programs discussed in the CBA, such as education or economic development.

The fact that historic preservation is discussed inclusively within the CBA does not guarantee that historic preservation efforts will take place within the community outside of the historic preservation efforts that are outlined in the General Project Plan and required by the development plan. The Final Environmental Impact Statement also demands specific preservation actions be taken by Columbia University in its development scope regarding

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125 Ibid, 29.
specific resources that are to be reused and/or maintained as a result of the expansion project.\textsuperscript{126}

The ESDC approved this General Project Plan in December 2008. This plan discusses the details of the development plan as well as the existing resources in CD 9 that will be affected by the Columbia expansion project; more specifically the Nash Building, West Market Diner and Sheffield Farms Stable. The Nash Building is to be reused as administrative offices for Columbia University. Columbia University will rehabilitate the 1948 dining car of the West Market Diner, however will demolish the Sheffield Farm Stable. As a mitigation tool, the university will conduct a HABS survey and create an interpretive site in place of the stable that will highlight the history of the neighborhood.\textsuperscript{127}

According to a document by the Student Coalition for Expansion and Gentrification (SCEG), “As a tax-exempt entity, Columbia University pays no property taxes, and thus stands to net millions of dollars in assets through the rezoning process alone.”\textsuperscript{128} Part of the expansion plan includes a proposal to rezone the area to mixed-use, allowing for denser population and ultimately an increase in property values. The SCEG predicts that through the rezoning and development process, property values will rise 300\%, a factor that will ultimately contribute to detrimental gentrification.\textsuperscript{129} Gentrification caused by an entity such as a university could produce more transient residents, removing or displacing long-term community members who have a vested interest in the cultural and historic pride and preservation of the community; as well, these long-term residents are the foundation of these community resources. Without them, context is lost.

\textsuperscript{126} Ibid, 33.
\textsuperscript{127} ESDC, "Modified General Project Plan," 50.
\textsuperscript{128} SCEG, "A Look at the Issues."
\textsuperscript{129} Ibid.
Section X also outlines the establishment of a Historic Preservation Fund. This section states, “A portion of the Benefits Fund may be used to establish a historic preservation fund to be administered by a third party organization jointly selected by Columbia University and the WHLDC.”

This section leaves the decision to designate a historic preservation fund up to the community. Gentrification could threaten the loss of the community base that is interested in carrying out preservation efforts for the historic heritage of the West Harlem neighborhood; it could be hard to argue that groups of transient Columbia students who come and go in four- to eight-year periods will take the same long-term and genuine interest in the community as the current long-term residents and business owners.

Section III of the CBA, titled, “HOUSING”, discusses preserving affordable housing within the community. “The preservation, rehabilitation, and creation of sustainable affordable housing units within CD9 will help to continue a successful urban environment in West Harlem.” While this meaning is different from the true meaning of historic preservation, in this particular case, where historic resources will be in question due to the age of the community, preserving affordable housing will, by default, mean preserving historic resources. In the case of West Harlem, affordable housing could include historic resources and historic preservation given the age of the community.

A report put together by CB 9 with information from the 2000 U.S. Census lists the residential facilities and food programs for adults and families in CD9; a majority of those facilities are historic buildings. Approximately 72% of the Manhattanville residences were built prior to 1950. Given this information and the assumption that the neighborhood currently successfully caters to the housing needs of the community’s

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130 WHLDC, “West Harlem Community Benefits Agreement,” 40.
132 New York City Department of City Planning, New York City: Department of City Planning.
residents, the risk of rising property values that are projected to result from the expansion project could negatively impact some of these properties. The CBA includes language that deals with retaining existing affordable housing; another step toward historic preservation.

3.2.8 CBA as Mechanism for Historic Preservation Planning and Implementation

This CBA outlines several methods for historic preservation efforts within the Manhattanville neighborhood. It acknowledges the desires of the community in promoting awareness of its historic heritage and the community's significance. In this sense, it is validating the community's desire to be heard in the development process.

Community Advocacy

It is up to the community to act as a preservation advocate for itself through its key partners; the CBA provides the community with some tools to accomplish this. While the CBA states that the, "WHLDC will work with the National Trust for Historic Preservation (NTHP) and/or other preservation resource organizations in order to identify a community-driven program, such as the Preservation Development Initiative (PDI), that may be of assistance."\textsuperscript{133} The language leaves the reader to assume that it is up to the community to take action for its own benefit; the CBA cannot force historic preservation activity. Given the involvement of the community in the CBA process, it could be assumed that the community will most certainly act on its own behalf with the resources made available by Columbia University outlined in the agreement. Columbia is also obligated by the agreement to provide advice and guidance to the WHLDC, "in obtaining a wide range of assistance."\textsuperscript{134} According to the CBA, this assistance could include a preservation assessment to, “ascertain

\textsuperscript{133} WHLDC, “West Harlem Community Benefits Agreement,” 39.
\textsuperscript{134} Ibid, 39.
possible barriers and advantages to preservation-based development efforts,” in the neighborhood as well as actuate involvement of Columbia University Schools of Architecture and Historic Preservation students to assist with researching and documenting the historic resources in the Manhattanville neighborhood.135

By potentially involving the National Trust as well as the University, the community will have options for preservation efforts, and will have the opportunity to learn about the ‘smartest’ way to use the funds afforded by the CBA from the University. As outlined in the CBA, the WHLDC has taken a whole-hearted interest in the historic resources that aren't in the path of the development plans. The language in the CBA portrays an effort on the part of the University to foster the community in smart preservation planning; a smart move on the part of the University given the size of the Benefits fund in place as a result of the CBA.

It is promising that the CBA addresses not just historic preservation efforts or social and economic benefits but also discusses how these benefits could be carried out and even how they can be funded. While in some instances the actions are left up to the community to act on behalf of itself it is unclear if there would be a better way. If the community is going to lobby for benefits as a result of this development, then they should have the wherewithal to follow through and act for themselves. The CBA sets a precedent for transparency and inclusiveness, as well as planning – for all benefits involved, including historic preservation.

135 Ibid.
3.3 CASE STUDY TWO – HILL DISTRICT/PENGUINS ARENA

HILL DISTRICT CBA - CBAs AS A PARTNERSHIP

3.3.2 Presentation of Discussion Points

The Hill District CBA is discussed in the following sections as it relates to the research aims identified in the theoretical framework: defining preservation as a public benefit, identifying key players, understanding the economics of preservation and applying CBAs as a mechanism for historic preservation planning and implementation. A well-written, inclusive and transparent CBA can be successfully applied as a preservation planning and implementation tool; particularly where these discussion points are clearly defined and thoughtfully written.
The historic preservation language within the Hill District CBA is discussed as it relates to each of these aims, and conclusions are drawn about the practicality and potential success of the CBAs preservation components. As well, what this CBA affords the community with regards to protecting and contributing to the longevity of the community's cultural and historic resources is discussed. The conclusions show that the historic preservation language within the CBA was a deliberate and well-planned inclusion on the part of the community; further proving that CBAs are able to successfully serve as a preservation planning and implementation tool when there is active community participation to facilitate follow-through.

3.3.3 Hill District Historical Statement

The Hill District was annexed as a part of Pittsburgh in 1845. The Hill encompasses approximately 1,000 acres of land between the fork of the Allegheny and Monongahela Rivers. A farm owned William Penn's grandson, called “farm number three”, was what is now the Hill District, which is comprised of Upper Hill, Middle Hill and Lower Hill. Ethnically diverse, the Hill attracted German and Scotch-Irish immigrants until the 1880s when Eastern Europeans immigrants began to arrive, and eventually African American's arrive around the turn of the century as industrial leaders were promising an escape from the segregated south.136

The Hill District is not a National Register district however its rich cultural history is integral to the full history of Pittsburgh as a city. Historically, the cultural diversity of the Hill created a vibrant business district as well as a strong arts community. While most Hill District residents provided labor for the mines, mills and businesses in Pittsburgh and in the

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Hill District, their mark was left on Pittsburgh's religion, politics and economy. Famous Black musicians made the Hill a regular place for performances. Lena Horne, Oscar Peterson and Ramsey Lewis drew Whites from downtown Pittsburgh. By the 1940s, the Hill was home to a number of interracial clubs and bars.

Pittsburgh's roots lie in the iron and steel industries. The industrial revolution shaped much of the city and was the lure for many of the immigrants that were flooding the city after the Civil War. As industry grew, so too did the diversity of the city's neighborhoods. Densely packed and home to enclaves of varying social class, race, ethnicity and culture, the Hill District was at a central point to the city and the surrounding areas. This position afforded the area the rich cultural diversity that shaped its historic fabric and heritage.

### 3.3.4 Background of the Hill District CBA

The Hill District CBA arises from plans for the new Pittsburgh Penguins Hockey arena development. The new arena will sit at a site adjacent to the existing Mellon Arena in the southwest corner of Pittsburgh's Hill District. In all, the development, and its coinciding Master Plan, will encompass a 28-acre site. The $321 million construction costs will be funded by multiple sources. According to the Sports and Exhibition Authority webpage:

The arena's project cost is $321 million. The $321 million includes both soft and hard costs. $290 million is funded by a 30 year revenue bond issue and backed by annual payments of $7.5 million from the Pennsylvania Economic Development and Tourism Fund, $7.5 million from the Pittsburgh casino license holder, and $4.1 million annual rent from Pittsburgh Penguins. The Penguins and the Commonwealth are responsible for $15.5 million and $10 million, respectively. The SEA is responsible for

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137 Ibid.
138 Ibid.
140 "Hill District Community Benefits Agreement" (Pittsburgh, August 19, 2008), 1.
141 Ibid, 3.
$5.5 million, which may be funded by a $2.75 million loan from the Redevelopment Authority of Allegheny County (RAAC) and a $2.75 million loan from the Urban Redevelopment Authority of Pittsburgh (URA).\textsuperscript{143}

As a result of the community agreeing to the development, $8.3 million in financial resources will be provided to the community through tax credits from the Penguin’s Entities and other local and state funding programs, as well as a Master Development Plan that will affect the overall economic development of the Hill District.\textsuperscript{144} The Hill District area includes the Upper Hill, Middle Hill, and Lower Hill; this area includes several neighborhoods: Schenley Heights/Sugartop, the Herron Avenue Business Corridor, Oak Hill, Whiteside Road, the Centre Avenue Business Corridor, Reed and Roberts, Crawford Square, Bedford Dwellings, Uptown, and the Mellon Arena/Melody Tent Associated lots and sites.\textsuperscript{145}

The community may be apprehensive about development plans due to the history of the Mellon Arena development. In 1951, the Urban Redevelopment Authority of Pittsburgh announced plans to development 95 acres of property in the Hill District. As a result of this development, Mellon Arena, 400 businesses and 1,500 families were displaced. Mellon Arena, in a way, marked the end of the community’s ability to survive.\textsuperscript{146}

The One Hill Coalition was created through Pittsburgh UNITED as a party to advocate for the Hill District in the Penguins Arena development planning. Negotiations started in


\textsuperscript{144} “Hill District Community Benefits Agreement,” 2.

\textsuperscript{145} Ibid, 3.

2007, and by August 2008, a CBA had been organized, agreed upon and signed.147

Pittsburgh UNITED is an affiliate of the national organization Partnership for Working Families, which is discussed in the Key Players section of this discussion.

Several "Master Plans" will arise from this CBA; the New Arena Master Plan, which will deal with the development of the new Penguins Arena; the Additional Redevelopment Master Plan, which will deal with the redevelopment of the 28-acre site where Mellon Arena currently sits as well as any future development of the parcel that is adjacent to the site of the new arena; and the Hill District Master Plan.148 The Hill District Master Plan arises from all the parties to the CBA agreeing, "that the best way to leverage past, current and future investments, and maximize the opportunity for the revitalization of the Hill District is with the development of a comprehensive, market-rate, stakeholder-driven strategic planning document for the entire Hill District."149 In this way, the community and city are helping to ensure smart development planning for this long-standing, historically and culturally important neighborhood.

### 3.3.5 Identifying Key Partners

Who are the Partners and Why They are Involved in the CBA

The Hill District CBA was negotiated between the One Hill Neighborhood Coalition, the Sports and Exhibition Authority of Pittsburgh and Allegheny County (SEA), the County of

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149 Ibid.
As discussed above, Pittsburgh UNITED was instrumental in helping create the One Hill Coalition through its organization and advocacy programs. Pittsburgh UNITED is an affiliate member of the Partnership for Working Families therefore the One Hill Coalition is well equipped to negotiate appropriate benefits for its communities’ needs. The Partnership for Working Families works with communities to, “achieve transparent and inclusive government processes and development projects.” As such, Pittsburgh UNITED is well positioned to help Pittsburgh’s communities.

It is apparent from the community coalition’s website that serious thought was given to the benefits that would arise from the CBA. There is a backlog of research regarding smart development, including developing with clean water, job creation and curbing sprawl. The community and its members have access to these materials, the website also helps inform the public about what is happening with the development process.

Sports and Exhibition Authority of Pittsburgh and Allegheny County

Created as a result of the Sports and Exhibition Authority Act, the Sports and Exhibition Authority of Pittsburgh and Allegheny County was established in 1954. The organization is responsible for developing Pittsburgh’s, "sports, entertainment, recreational and..."
convention venues to benefit Pittsburgh’s economy and improve quality of life.” The City of Pittsburgh and Allegheny County hold the financial interests of the development, through the SEA. These parties are responsible for all public sector obligations to agreement.\textsuperscript{156}

\textit{Historic Hill Institute}

The Master Plan, as agreed to by the community and the other parties to the CBA, will be guided by a set of development principles. Within the development guidelines, it is stipulated that the Historic Hill Institute’s historic preservation standards be used as a guide for historic and cultural resource sensitivity within the development plan.\textsuperscript{157} The Historic Hill Institute’s standards focus on the following:

A. Focus upon historic preservation for the neighborhood  
B. Help to prevent unnecessary demolition  
C. Provide preservation guidance to the many developers seeking to develop in the neighborhood  
D. Educate the public on issues of historic preservation, especially in distressed communities  
E. Engage in cultural heritage tourism, and to;  
F. Advocate on behalf of the physical, social and cultural history of Historic Hill District residents  
G. Share our story with the world.\textsuperscript{158}

\textsuperscript{155} Ibid.  
\textsuperscript{156} Ibid.  
The Greater Hill District Development Principles outline 19 principles to guide the development of the Master Plan. Within the principles, item 16 references historic preservation. The item states, "Land use, public art and development plans must honor the historical and cultural legacy of the Hill District, as a predominately African American neighborhood. Further, such plans must abide by Historic Preservation standards set by the Historical Hill Institute."\(^{159}\)

**Steering Committees**

The Hill District CBA calls for the parties to the agreement to set up one or more nine member "Steering Committees". These committees will be charged with various tasks including implementation of programs set up within the CBA. The nine members will be appointed, "as follows: one member appointed by each of the Mayor, the County Executive, the State Senators representing the Hill District, the State Representative representing the Hill District, the City Councilperson representing the Hill District, and four (4) members appointed by the Coalition."\(^{160}\)

**Neighborhood Partnership Program**

Within the CBA there is language that addresses the creation of the Neighborhood Partnership Programs (NPP). This program is to be developed by the community coalition and the Pittsburgh Penguins with the purpose of fostering positive neighborhood initiatives, such as preservation.\(^{161}\) This partnership program will be responsible for handling the tax credit funds the community is set to receive from the Penguins by the Pennsylvania

\(^{159}\) Hill District Consensus Group, "No Displacement."
\(^{160}\) "Hill District Community Benefits Agreement," 3.
\(^{161}\) Hill District Consensus Group, "No Displacement."
Neighborhood Assistance Act and are, "subject to the availability of Pennsylvania Neighborhood Assistance Act tax credits."¹⁶² This will be discussed in further detail in a later section.

*Urban Redevelopment Authority of Pittsburgh*

The Urban Redevelopment Authority of Pittsburgh (URA) is the city’s economic development agency. They are responsible for advising parties to development with a set of programs relating to financing, housing, relocation and other factors within a development scope.¹⁶³ The URA is a party to the Hill District CBA as a means to aid in securing funding for various programs set forth within the CBA.

**3.3.6 Historic Preservation as a Public Benefit**

**Direct Historic Preservation Efforts**

After researching the history of the Hill District, and given the extent of involvement on the part of the community in the CBA process, it is apparent that the Hill District Coalition and community members are aware of the cultural and historic resources within their community.

**The Hill District Master Plan**

The CBA first addresses preservation within Section I, the Master Plan section. As a result of this Master Plan, the community came up with development principles that are to guide the Hill District Master Plan design elements, including historic preservation

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¹⁶² “Hill District Community Benefits Agreement,” 11.
efforts.\textsuperscript{164} The Hill District Master Plan is still in the process of being approved and was unavailable for study.

The community coalition, the URA and the Public Entities involved had a desire, “to establish guidelines for the development of the Hill District pursuant to the creation of the Hill District Master Plan, which will result in the adoption of policies designed to provide concrete benefits to the residents of the Hill District.”\textsuperscript{165} Rather than litigate to get what they want, all parties are agreeing to come to agreed upon terms. This CBA serves as a tool to mitigate litigation likelihood.

Section I of the CBA discusses the Master Plan, how it will be developed, its purpose and its potential components. The Master Plan will be developed with considerable community input.\textsuperscript{166} The language within this section leads one to believe that the community as well as the development parties have sincere concern over the success of the Master Plan. The URA is required to not only fund the Master Plan but also hire and pay a planning professional.\textsuperscript{167} The hiring of a knowledgeable planning professional is a pertinent move of the part of the CBA parties.

Historic Preservation Derived from Social and Economic Benefits

\textit{Community Services Review Process}

An interesting component of this CBA is an assessment process of current community services. Section II of the CBA is dedicated to discussing this review process. The opening first topic point states, “In order to identify gaps of deficiencies or to identify ways to better provide for human services, recreational opportunities, employment and training services

\textsuperscript{164} “Hill District Community Benefits Agreement,” 4.
\textsuperscript{165} Ibid, 2.
\textsuperscript{166} Ibid, 5.
\textsuperscript{167} Ibid.
and other support services, a review (the “Review”) will be conducted, with current resources and staff, by the Public Entities, with the input of the Steering Committee throughout the process, of the services currently being provided to and in the Hill District Community.”168 The purpose of the review process will be to not only determine the effectiveness of programs already in place, at a citywide as well as local level, but also to more exactly pinpoint community needs and also what programs need additional funding.

Hill District Grocery Store

Section III of the CBA outlines plans for a Hill District grocery store. The CBA explains that the URA, along with Penguins Redevelopment, is responsible for assisting with land acquisition as well as assisting with securing financing for the yet-to-be-chosen grocery store operator.169 As of July 2010, Shop ’N Save has signed a lease agreement with a local grocery store operator for a Hill District grocery store.170 The groundbreaking on the Shop ’N Save started in February 2011.171 The goal of establishing a grocery store in the district is to, “help stabilize and drive business development in the Hill District in accordance with the Hill District Master Plan.”172 This neighborhood grocery store will serve as an anchor for additional business developments as well as serve as a staple for existing neighborhood residents. The total cost of the project is $8.5 million; approximately $7.5 million will be

168 Ibid, 7.
169 Ibid, 8.
172 "Hill District Community Benefits Agreement," 8.
funded by subsidized public and non-profit sources including the URA, and the Penguins, as outlined in the CBA, contributed approximately $1 million.\footnote{173}{Boren, \textit{Groundbreaking set for grocery in Hill.}}

\textit{The Neighborhood Partnership Program}

The Neighborhood Partnership Program will be a collaborative effort between the Pittsburgh Penguins and the One Hill Community Coalition.\footnote{174}{One Hill Neighborhood Coalition, "Community Benefits Agreement Fact Sheet."} This is the entity that will be responsible for deciding which community benefits to fund and when, including preservation.

\textit{Hill District Resource Center; Employment and Contracting}

The Hill District residents and affiliated organizations and coalitions hope to preserve their community through preserving their community members and ensuring the continued success of the current residents. The CBA includes plans for a resource center that will be integral in providing employment assistance. This center will be called The One Hill First Source Center and will provide the following:

- Outreach and assessment
- Counseling and support
- Apprenticeship and training
- Date base and referral services
- Follow-up and monitoring
- Project support\footnote{175}{"Hill District Community Benefits Agreement, 10."}

The point of this section is to provide residents with the resources to secure jobs that will be generated by the new arena as well as any additional development as a result of the
arena. These benefits provide the Hill District residents with the resources needed to sustain or improve their lifestyle; they will therefore be better equipped to support the cultural and historic resources within the neighborhood. By granting these opportunities to Hill District residents, the CBA is theoretically protecting against the risk of gentrification. These employment tools are providing these residents with better means to cope with gentrification issues, such as rising property values.

*Community Multi-Purpose Center*

The Pittsburgh YMCA, assisted by the Public Entities to the CBA as well as the URA and the One Hill Coalition, will develop a community center within the Hill District.\(^{176}\) The YMCA will serve to help at-risk youth and families as well as provide a place to foster community-driven programs. The Public Entities and the URA are to assist the community and the Pittsburgh YMCA secure funding as well as aid in land acquisition for this program.\(^{177}\)

All of these programs comprehensively work toward promoting successful social and economic growth for the residents of the Hill District and surrounding area. By achieving these goals, the likelihood for historic preservation efforts will be greater because the residents who most care for the historic and cultural fabric of the Hill District will be around to maintain their legacy.

*How Historic Resources Were Handled Prior to the CBA*

The City of Pittsburgh has a historic review commission that is in charge of protecting and maintaining the city’s historically and culturally significant and designated structures.

\(^{176}\) Ibid, 11.
\(^{177}\) Ibid.
and districts. The city has tools available to communities for ‘significant’ historic preservation efforts dealing with historically significant properties, however these organizations do not address the historic preservation of these historic neighborhoods and their common historic properties that coincidentally weave the fabric of urban communities. The Hill District is not listed as a historic district.

### 3.3.7 Economics of Historic Preservation

**Internal Funding – Funds Derived from CBA Partners**

As a result of the development, the Hill District is set to receive $8.3 million in monetary contributions to help with sociological and economic development within the Hill District. Included in this $8.3 million is $2 million for a community grocery store, which will be funded jointly by the Penguins and the URA. The social and economic benefits derived directly from the CBA include employment sourcing and a community resource center. Aside from monetary contributions, the Master Plan is another benefit derived from the Penguins’ development plans.

As a result of the CBA, the City of Pittsburgh and Allegheny County are responsible for contributing $150,000 to the First Source Employment Center within the Hill District for the first two years. This program will aid in securing employment arising from the arena development as well as, “facilitate the admission of minorities into union apprentice programs.”

The Penguins are to provide $500,000 per year for six to 12 years for the Neighborhood Partnership Program; included in this program description is language

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179 One Hill Neighborhood Coalition, "The Partnership for Working Families."

180 Ibid.
relating to historic preservation stating, “This (NPP) will provide up to $6 million to support community and economic development, education and youth services, preservation and green spaces and drug, alcohol and mental health services in the Hill District.”\(^{181}\) All of these items are to be funded by the roughly $500,000 per year. This number hardly seem adequate to provide for one, let alone, five of these programs for a district that spans approximately four square miles.

The money that will fund the NPP will come from the Pennsylvania Neighborhood Assistance Act, which affords neighborhoods tax credits. According to the Pennsylvania State Department of Revenue, “Qualified businesses and individuals may apply the credit against the following state taxes: Capital Stock/Foreign Franchise Tax, Corporate Net Income Tax, Bank Shares Tax, Title Insurance and Trust Company Shares Tax, Insurance Premiums Tax, Mutual Thrift Institutions Tax, Personal Income Tax.”\(^{182}\) The Hill District CBA puts it on the community coalition to build a “fundable program” as well as to determine the district’s “critical needs”, while it is up to the Penguins business entities to “secure one or more corporate sponsors”.\(^{183}\) Under the Neighborhood Assistance Program (NAP), $500,000 is the largest allowable amount of money that the Penguins business entities can contribute to the community to receive the tax credits.\(^{184}\)

The discussion of the Hill District Master Plan in Section I of the CBA discusses funding specific projects. This section states, “Upon development and completion of the Hill District Master Plan, specific proposals for funding of projects (including historic preservation projects) will be reviewed on a project by project basis, in accordance with the then existing

\(^{181}\) One Hill Neighborhood Coalition, "Community Benefits Agreement Fact Sheet."


\(^{183}\) "Hill District Community Benefits Agreement," 11.

\(^{184}\) Ibid.
programs of the City County, Commonwealth, Federal government and other financing and funding programs and sources."\textsuperscript{185}

External Funding

There is much discussion of the URA assisting in securing funding for various community projects however specific programs are not discussed within the CBA. It is apparent that this funding would be external to the project and would come from statewide programs as well as from grant programs.

This section confirms my belief that the community must act as its own advocate, despite action required from a CBA. The CBA handles community benefits on a theoretical level; the CBA is only providing the tools needed for communities to achieve benefits. It is up to the community to act on behalf of itself. Because the community was involved in the CBA negotiations process, it can be assumed that the community is equipped with the leadership and knowledge base to carry out the benefits agreed to within the CBA, including historic preservation.

3.3.8 CBA as Mechanism for Historic Preservation Planning and Implementation

Within the CBA, historic preservation is only discussed in conjunction with the Hill District Master Plan, which is still in the approval process. A requirement of the Master Plan is to institute development guidelines that will direct development efforts within the Hill District. The parties to the CBA have come up with The Greater Hill District Development

\textsuperscript{185} Ibid, 7.
Principles. These principles are to serve as a framework for the Master Plan and to guide
development plans in a direction pursuant to community wants and needs.186

The Hill District CBA mentions historic preservation, but it doesn’t outline specific
actions to be taken for preservation efforts. Instead, it points the community in the direction
of other documents to act as guidelines for development as well as preservation efforts.187

While a seemingly thorough method for program planning efforts, having so many
documents, or moving parts, that are directing these community benefits (particularly
historic preservation efforts) could prove detrimental to the implementation process.

This CBA dictates that the parties to the CBA, specifically the City of Pittsburgh,
Allegheny County and the Pittsburgh Urban Redevelopment Authority, use the Master Plan
as a guide for any future development in the greater Hill District.188 While the CBA is specific
for the Pittsburgh Penguins Arena development, the resulting Master Plan document will
serve as development guidelines for all future development in the Hill District. In the sense
that this Master Plan is a more permanent document compared to the CBA, which is project
specific, the fact that preservation language is included in this Master Plan document is a
promising outlook for future preservation efforts and funding within the Hill District. With
the assumption that future projects must include historic preservation efforts that are in
line with the Master Plan, it might also be assumed that historic preservation funding be a
direct benefit to the community.

It will be interesting to look at the Master Plans for this community as they become
available. They are currently not complete and therefore unavailable for study. Because the
master plans will contain historic preservation language guidelines, they would be an
important next research step. Historic preservation becomes a social justice issue where

186 “Hill District Community Benefits Agreement,” 5.
188 Hill District Consensus Group, “No Displacement.”
these historic, but perhaps impoverished, communities are concerned. If developers continue to take a vested interest in these communities that need renewed interest, in the built environment as well as with social and economic issues, there is more likelihood for sustainable historic preservation efforts.

This CBA will have a lasting legacy due to its resulting Master Plan. As a planning tool, particularly for future development, this method for historic preservation efforts may be the most promising. Developments that take place in the district for the foreseeable future must take the development principles set forth within the Master Plan into account. Because of this, it can be argued that if historic preservation is an important concern for the community currently, it will remain an important component for the Hill District Master Plan.
3.4.2 Presentation of Discussion Points

The Shaw District CBA is discussed in the following sections as it relates to the research aims identified in the theoretical framework: defining preservation as a public benefit, identifying key players, understanding the economics of preservation and applying CBAs as a mechanism for historic preservation planning and implementation. The Shaw District CBA is different from the Hill District and West Harlem CBAs in that it does not include any historic preservation language. The lack of preservation language is discussed in the following sections.
3.4.3 Shaw District Historical Statement

The historic Shaw District of Washington, DC sits at the edge of downtown, in the northwest quadrant of the city. The Shaw neighborhood was designated as a National Historic District in 1999. The boundaries of the district are L Street north to Rhode Island Avenue and 11th Street east to 7th Street, NW. The Shaw District boasts some of the city’s most culturally and ethically diverse heritage, which is reflected in its mixed-use and architecture.\(^{189}\)

Shaw is unique in the sense that the neighborhood wasn’t planned; settlers built their individual buildings to suit their own needs. This lack of formal planning helped shape what the neighborhood is today. The Shaw area is one of the oldest neighborhoods in Washington, DC. One of the district’s oldest avenues, 7th Street, was the historic route that connected the Potomac port to the Baltimore Turnpike and the farms of Maryland.\(^{190}\) 7th Street originally led to the city’s most-used market, Center Market, which lay just south of the Shaw District on Pennsylvania Avenue and the docks in the southwest quadrant of Washington, DC. 7th Street was paved in 1818 and became one of the city’s busiest thoroughfares.\(^{191}\)

As a major commercial thoroughfare for the region throughout most of its history, the Shaw district had several markets located within its bounds; this set the tone for the Shaw district’s retail heritage prior to the 1968 riots. The O Street Market at 7th and O Streets, NW


\(^{190}\) Worthy of the Nation, page 314.

\(^{191}\) Brocket, “Shaw Historic District Brochure.”
opened in 1881, after the Northern Liberty Market burned.\textsuperscript{192} 7\textsuperscript{th} Street became a center for commerce; residents could shop for goods brought down from the Baltimore Turnpike or up from the Potomac wharfs.\textsuperscript{193} Shaw had become a center of commerce for all of Washington, DC.

The area was mostly rural prior to the Civil War. In the second half of the nineteenth century, the Shaw neighborhood saw an influx of European immigrants, as well as former slaves. Seeking refuge and jobs, these first inhabitants set the tone for Shaw's cultural diversity.\textsuperscript{194} The Shaw District was paramount in shaping African American history in the city, and the nation. By the first decade of the 20\textsuperscript{th} century, the Shaw neighborhood had gained prominence among well-to-do African Americans. African Americans had been moving to the area from the south in the decades prior due to the positive reputation of the neighborhood’s schools.\textsuperscript{195} Most of the businesses in the Shaw neighborhood were black-owned and there weren’t any racially-restricted development stipulations within the neighborhood.\textsuperscript{196}

The Shaw District experienced substantial upheaval during the 1968 riots following Martin Luther King Jr.’s assassination. A large portion of the 7\textsuperscript{th} Street retail corridor was destroyed; businesses either moved to other areas of the city or never reopened. Few businesses rebuilt where they had previously been.\textsuperscript{197}

The neighborhood is home to Washington’s first public library, funded by Andrew Carnegie. Located on Mount Vernon Square, the Central Library was finished in 1903. The

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\textsuperscript{193}Brocket, “Shaw Historic District Brochure.”
\textsuperscript{194}Ibid.
\textsuperscript{195}Levey, “Midcity at the Crossroads.”
\textsuperscript{196}Ibid.
\textsuperscript{197}Brocket, “Shaw Historic District Brochure.”
Beaux-Arts style library initially contained over 12,000 books. The site had formerly been the site of Northern Liberty Market since 1846.

The U Street commercial district is often included in the Shaw District description. The U Street corridor historically filled with mostly black-owned businesses and thrived during the 1920s. The historic U Street corridor was known for its glamorous entertainment venues and boasted some of the regions best Jazz. This vibrant entertainment corridor was the African American cultural center prior to the Harlem Renaissance. 198

As an African American cultural center, the Shaw district experienced positive growth, both economically and demographically, through the first half of the twentieth century. However, with desegregation of the rest of Washington, DC, African American patrons who had kept the Shaw District and U Street commercial corridor alive took advantage of their new freedom to visit previously segregated clubs and theaters. 199 This was another strike for the district. It continued to see decline through the 1970s and 1980s. With the completion of the new Washington Convention Center in 2003, located at 7th and L Streets NW, the area has begun to see a renewed interest in rehabilitation.

3.4.4 Background of the Shaw District CBA

In 2004, Washington, DC created a plan to spur revitalization efforts in the Shaw District. 200 The area was economically depressed, particularly in comparison to the surrounding neighborhoods, which had been experiencing economic re-interest and growth

199 Ibid.
in the previous decade. The community banded together through ONE DC in an effort to guarantee transparent and fair development within the community.

“One DC and Shaw residents claimed these blighted lots as community assets and declared that even these properties, if jealously guarded, could be a source of neighborhood power and wealth. This is the revolutionary idea of community-benefits agreements: that the community members - even those without money or power, who are usually ignored in development plans or manipulated like chess pieces - can be an asset and a force with which to contend."201

The Shaw District has had a long history of strong community residents. Not until the 1960s did the neighborhood experience a weakening of its cohesion. As more opportunities opened up for the neighborhood’s middle class black residents with the social reform that was taking place during that time, more blacks saw the opportunity to move to other neighborhoods that had once been unavailable to them. At the same time, more crime was taking hold as businesses that were supported by this middle class were beginning to decline.202 The purpose of ONE DC, the community group representing Shaw District residents in this CBA process, is to ensure the responsible development of the Shaw District’s public lands. There is genuine concern regarding giving Shaw residents the voice they need during all development processes having to do with Shaw's publicly controlled land.203

The community came to view vacant lots as assets as well as leveraging tools for the community.204 The idea was to develop equitable development principles, “that could be applied to city-sponsored redevelopment projects. Those principles became the basis for a list of equitable-development goals that included an affordable housing set-aside, living-

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202 Ibid.
203 "Exhibit A - Memorandum of Understanding Shaw District."
204 Juskus, "Long Time Coming."
wage jobs, a percentage of jobs for neighborhood residents, space for local businesses, and a community fund tied to the profits that any development would generate.” The community attempted to have the National Capital Revitalization Corporation (NCRC) adopt the principles to help direct development efforts within the city.

The NCRC rejected the principles; just after the principles were turned down, ONE DC discovered that the NCRC was in talks to develop a parcel within the neighborhood with the help of a private developer. The community immediately re-formulated the principles to fit with the development scope and demanded that the private developer sign a CBA; they threatened the developer with actions that would ultimately hold up the development review and approval process. The development parties agreed that this was an opportunity for community support and signed the agreement in 2005. The development scope includes 300,000 square feet of residential, office and retail space, and will be located at the 7th and S Street Metro Station. The agreement is actually a Memorandum of Understanding (MOU) to the development agreement.

The residents and leaders of Shaw began to establish equitable development principles before any particular development was slated for the Shaw District. Their idea was to promote development that accounted for the community’s social and economic issues as well as the built environment. The community as a whole is more concerned about the social and economic factors that will save their community, with the thought that if you fix those, you will preserve the built environment. The community is demanding the

205 Ibid.
206 Ibid.
207 Ibid.
209 Juskus, "Long Time Coming."
guarantee of social and economic benefits if they are to promise development support.\textsuperscript{211} The residents aren’t looking for people to develop within the neighborhood for the sake of aesthetics, or preservation; they are concerned with minimal resident and business displacement due to revitalization efforts.

The community is concerned about rising property values from historic preservation policy, and local and national register nominations. They are interested in the more significant properties being recognized as historically significant, however they don’t want the whole neighborhood listed because they are afraid it will raise property values to the detriment of the current residents\textsuperscript{212}

The strength of the community and its will to advocate for itself has paid off. This situation is a good example of how communities are able to advocate for themselves; they are realizing their own worth within their urban fabric and using that worth as leverage for what they need.

3.4.5 Identifying Key Partners

Who are the Preservation Partners and Why They are Involved in the CBA

The MOU lists the community players as LeDroit Park and Shaw communities, the Advisory Commission 1B, Advisory Commission 2C, Shaw Main Streets and Organizing Neighborhood Equity DC (ONE DC). The other partners to the agreement are Broadcast Center Partners, LLC (BCP), Radio One, Inc., and the National Capital Revitalization Corporation and its subsidiary RLA Revitalization Corporation (NCRC). The communities affected by the development are the Shaw and LeDroit Park communities. As discussed in

\textsuperscript{211} Ibid.
\textsuperscript{212} Ibid.
the MOU background section, the community members are aware of their worth to Washington's historic and cultural fabric.

Advisory Neighborhood Commissions

The Advisory Neighborhood Commission 1B (ANC 1B) serves several communities in Washington, DC including the LeDroit Park and Shaw communities as well as Columbia Heights, Pleasant Plains and University Heights. The Advisory Neighborhood Commission 2C (ANC 2C) represents Shaw, Mount Vernon Square, Chinatown, Blagden Alley and a portion of Logan Circle. These Neighborhood Advisory Commissions were set up to represent Washington's neighborhoods for local legislation. They consider a wide range of governmental policies and programs that affect their neighborhoods and are directed by a board of neighborhood residents for each commission.

The ANCs, "present their positions and recommendations on issues to various District government agencies, the Executive Branch, and the Council. They also present testimony to independent agencies, boards, and commissions, usually under the rules of procedure specific to those entities. By law, the ANCs may also present their positions to Federal agencies." These commissions have the closest ties to the local residents in each of D.C.'s neighborhoods; they therefore should represent the legitimate needs of a community accurately.

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215 Ibid.
216 Ibid.
Shaw Main Streets

The community has resources from Shaw Main Streets at its fingertips. Shaw Main Streets is a non-profit organization that promotes, “organization, public outreach and marketing, physical improvements and economic development.” Its goal is to, “establish a sustainable, self-sufficient but integrated business district where residents and visitors can find everything they might need within this vibrant, walkable community.” There is a noticeable relationship between the principles for the parcels in the Shaw District, and the development principles of Shaw Main Streets.

ONE DC

ONE DC is an organization that strives to achieve social and economic equity and equality within the Shaw District as well as within the entire District of Columbia. This organization, made up of Shaw community members, is aware of its worth within the city and is focused on extracting socially and economically significant benefits from any development within D.C.’s historic and culturally significant neighborhoods.

Broadcast Center Partners, LLC (BCP)

The Broadcast Center Partners make up the developer parties to the development agreement. The three developers that make up this partnership are The Jarvis Company, Ellis Development Group and Four Points.

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217 Shaw Main Streets, “Broadcast Center One Project Update.”
218 Ibid.
Radio One, Inc.

Radio One, Inc. is the entity that was to occupy space within the new development. As of February 2010, Radio One, Inc. backed out of the project. The United Negro College Fund is slated to take a majority of the office space, therefore allowing the project to proceed.

3.4.6 Historic Preservation as a Public Benefit

Direct Historic Preservation Efforts

The Shaw District MOU does not specifically address historic preservation anywhere in the agreement. Instead, the neighborhood has negotiated for more social- and economic-centric benefits, which would ideally lead to the preservation of the Shaw District.

The Shaw District is currently listed as a National Register District. Therefore, any development under consideration that uses federal monies must go through the Section 106 Review Process. The community is not specifically interested in district-wide historic preservation as a public benefit. With widespread preservation efforts, comes gentrification and rising property values, which will ultimately drive out the vested, low-income residents. There is currently more need for social and economic development, as well as affordable housing; their main concern is seeing to it that the residents are well represented. With the thought that starting with the roots of a community – the residents who have long-term vested interests in the community – the neighborhood, as well as the cultural and historic heritage, will become self-sustaining, and in the end, preservation of the historic and cultural fabric will be an automatic result.

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221 Moulden, interview by Julie Collier.
Historic Preservation Derived from Social and Economic Benefits

The MOU promises affordable housing, workforce housing, additional residential units, permanent and retail jobs, job training and construction jobs, existing and emerging local business aid, relocation assistance for local retailers, LSDBE (Local, Small, Disadvantaged Business Enterprise) participation, and scholarships; all of which will be internally funded or supported by the MOU, either monetarily or through the development itself.

**Affordable and Work Force Housing**

The housing initiatives outlined in the MOU will come from the development scope itself. The MOU outlines plans for 25% of the development’s housing to be affordable and workforce housing. Using definitions from the U.S. Department of Housing and Urban Development (HUD), the MOU outlines percentages for each: fifteen percent (15%) for affordable housing and ten percent (10%) for workforce housing. The MOU outlines the right on behalf of BCP to “reprogram” the Affordable Housing component of the MOU in order to secure the necessary subsidy funds and tax credits from the appropriate agencies so long as the total number of units does not fall below 25% of the total number of residential units resulting from the development. Additional residential units, as well as some commercial space, will result from an adjacent parcel within the neighborhood that the NCRC has agreed to develop based on this MOU.

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222 "Exhibit A - Memorandum of Understanding Shaw District."
223 Ibid.
Employment

Job sourcing is another benefit discussed in the Shaw District MOU. The goal is to provide living wage jobs as a result of the development to community members where applicable. The BCP is to, “require commercial tenants of the Development to make “reasonable commercial efforts” to employ residents of the community in the newly created entry level jobs and management and professional jobs.” Another result of the MOU will be to have a community-endorsed staffing agency to help retailers and other employers hire local qualified job applicants. Enterprise Staffing Solutions has been chosen.

Job availability should be transparent and opportunities should be directly advertised to the community; as such, the NCRC, “shall appoint an individual responsible for disseminating job information to the Community and shall make its management responsible for interfacing with the Community during and after the development cycle.”

Job training is another benefits discussion within the Shaw MOU. The BCP, “shall work with NCRC and a to-be-determined community organization to provide construction training and pre-apprenticeship opportunities to members of the community. BCP shall use its best efforts to hire qualified members of the community for construction jobs.” It is also the goal of the MOU to have Radio One create a working relationship with Howard University to prepare students for jobs in the broadcast industry; these terms will be a part of the lease agreement between Radio One and BCP.

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224 Ibid.
225 Ibid.
226 Ibid.
227 Ibid.
228 Ibid.
Retail Space

It is the goal of the development to provide a mix of retail tenants that are desirable to the Shaw District as a community, but also to provide a mix of employment opportunities for Shaw residents. Assistance will be provided to existing community retailers for relocation during and after the development process.\(^{(229)}\) Within the retail portion of the development, 10 percent of the retail space will be subsidized for local businesses and will provide reduced rents.\(^{(230)}\)

LSDBE Participation

The MOU outlines efforts to engage local businesses in the development process. This would include services that have to do with the development processes including, “title, insurance, property management, moving services, and parking operators.”\(^{(231)}\) This sort of involvement would be a good stimulant for local business and could help add to the experience base for some local businesses that have yet to work outside of the district.

Relationship with Local Schools/Education

Another initiative outlined in the MOU is a collaboration between the local schools within the Shaw District and Radio One. The section on this collaboration only suggests several ideas for how these two entities could work together, including, “1. Mentoring high school students; 2. Training and career path assistance for Howard students; 3. “Adopt a School” programs with middle of elementary schools; and 4. Hands-on production experiences for school students.”\(^{(232)}\)

\(^{(229)}\) Ibid.
\(^{(230)}\) Shaw Main Streets, "Broadcast Center One Project Update."
\(^{(231)}\) "Exhibit A - Memorandum of Understanding Shaw District."
\(^{(232)}\) Ibid.
As a lease agreement requirement, Radio One, Inc. will provide $250,000 in scholarships over a five-year period. These scholarship funds are to be used for Shaw High Students looking, “to attend Howard University School of Business or Howard University School of Communications.” The MOU does nothing to establish a guide to this pledge; that responsibility is left up to the lease agreement between Radio One, Inc. and BCP.

Community Development Initiative Fund

The Community Development Initiative Fund (CDI Fund) is to be administered by ONE DC, Shaw Main Streets, the ANCs and LeDroit Park Civic Association, and will be funded by BCP. The Fund’s purpose is to provide a financing source for community improvement initiatives. BCP is also required by the MOU to provide assistance to ONE DC with obtaining a Business Improvement District grant. It is assumed that this grant will be used in conjunction with the funding that is to be provided by BCP to help stretch improvement efforts within the district.

All of these benefits are focused on the social and economic health of the Shaw District. With the idea that a healthy community will foster successful preservation efforts, the Shaw District seems to be on track for a sustainable future where there will be minimal resident displacement and successful heritage and architectural preservation.

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233 Ibid.
234 Ibid.
235 Ibid.
236 Ibid.
237 Ibid.
How Historic Resources WereHandled Prior to the CBA

As discussed in the introduction to this section, the Shaw District has a rich cultural history. A large portion of the neighborhood is a part of two National Register Historic Districts: the Mount Vernon West Historic District, added in 1999, and the Greater U Street Historic District, added in 1998. Listing a neighborhood as a national historic district does not restrict private development. Private owners may do whatever they want with their historic property. Local ordinances, such as design guidelines for locally designated historic districts, may place stipulations on property alterations on a local level. These restrictions are dependent upon what a community has decided is suitable. The Shaw District is not designated locally as a district.

3.4.7 Economics of Historic Preservation

As discussed above, historic preservation is not specifically mentioned within the Shaw District CBA. However there are stipulations for contributions to be made by the development partners of the CBA, including Broadcast Center Partners, LLC and Radio One, Inc.

Internal Funding – Funds Derived from CBA Partners

The CDI Fund is to be established as a result of the MOU and will be overseen by ONE DC, Shaw Main Streets, the local Advisory Neighborhood Commissions and the LeDroit Park Civic Association. The BCP partners will make an initial CDI Fund contribution of $150,000 in two installments; the first $75,000 will be paid when the Planned Unit

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239 "Exhibit A - Memorandum of Understanding Shaw District."
Development Covenant is recorded and the second $75,000 will be paid on the first anniversary of the construction completion date.\textsuperscript{240} Another $200,000 contribution of ‘success fees’ will be paid by the BCP in two installments. The first $100,000 will be paid, “at the Settlement of Permanent Financing on the Stabilized Apartment and Commercial Buildings,” and the second $100,000 will be paid, “at Refinancing or Disposition of the property (likely to occur sometime between years 10 and 15).”\textsuperscript{241} These funds will be used to promote Shaw community initiatives. As discussed above, Radio One, Inc. a slated to donate $250,000 in Howard University Scholarship funds as a term of their lease agreement with BCP.

The non-monetary benefits that were discussed above will aid in the improvement of the quality of life for the Shaw District residents. Fostering a smooth transition of the existing retail businesses into the new development plans as well as subsidizing retail space at reduced rents will aid with a sustainable economic base as well as prevent further loss of indigenous district business to the suburbs.\textsuperscript{242} Diversified employment benefits will also be derived from the mix of retail businesses that will occupy the development.\textsuperscript{243}

The affordable and workforce housing units provided by the development will enable some Shaw residents to stay within their community. With the combination of employment, education and housing benefits, it is a hope that gentrification and displacement will be minimalized; the community residents are being provided with some tools to mitigate these negative effects.

\textsuperscript{240} Ibid.
\textsuperscript{241} Ibid.
\textsuperscript{242} Shaw Main Streets, "Broadcast Center One Project Update."
\textsuperscript{243} Ibid.
3.4.8 CBA as Mechanism for Historic Preservation Planning and Implementation

While the Shaw District MOU outlines valuable benefits, there are no guidelines regarding the risk of non-compliance on the part of any of the parties. This is a signed agreement between the community groups and the development and business entities, however there is no language within the MOU in the event of non-compliance on the part of either party.

The deficiencies are highlighted in a National Housing Institute article:

“One DC is discovering that without built-in enforcement mechanisms, the community’s leverage to hold the developer to its promises is uncertain. Given these shortcomings, it remains to be seen whether the agreement will have an appreciable effect in reducing displacement and increasing educational and employment opportunities for low-income Shaw residents.” 

These built-in enforcement mechanisms could make the difference between a measurably successful CBA and one that doesn’t see fruition. One would hope that the developer cares enough about the community in which it is developing and will therefore perform its promises.

Section X of the MOU, called Community Role and Responsibilities, outlines actions throughout the process to be taken by the community; as compared to the rest of the MOU, which entails actions to be taken by the development entities. The community promises to aid in streamlining the planning, approvals and development processes, all of which happen in the beginning of the overall development process. In theory, the community's leverage is lessened once it has performed its pre-development duties; after the community has performed its promised duties to aid in the development process.

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244 Juskus, "Long Time Coming."
245 "Exhibit A - Memorandum of Understanding Shaw District."
This MOU does not contribute any direct historic preservation language or planning to this analysis, however it could serve as a measurement tool in the future regarding historic preservation of the tangible built environment strictly as a result of social and economic benefits.
4.0 CASE STUDY ANALYSIS

4.1 IDENTIFYING KEY PARTNERS

Why are the Partners Involved in the CBA?

Community Representatives

The Shaw District MOU came about as a reaction to the proposed Progression Place development project within the district. Prior to these proposed development plans, the community had banded together to develop a set of development guidelines for their neighborhood and was pitching them to the citywide National Capital Revitalization Corporation (NCRC) as a permanent set of guidelines for city's neighborhoods. The NCRC subsequently declined to commit to the guidelines however they served as a framework for the Progression Place MOU. The community had the resources and committed interest to develop these principles in the first place, speaking volumes about their capacity to earn equitable benefits from a development within their community.

Much like the Shaw District residents had responded to the Progression Place development plans, the residents of West Harlem responded to Columbia’s expansion plans by forming the West Harlem Local Development Corporation. As discussed within the case study, West Harlem had a strong community base prior to Columbia’s expansion plans. The community had been formulating a master 197-a plan to help guide revitalization and
future development efforts within the neighborhood, with an intent to guide development plans in an equitable manner; taking into account social and economics issues, as well as issues pertaining to the built environment. This fact makes it clear that the community had a strong cohesion prior to any real planning for Columbia’s expansion. Clearly Columbia had been speculating about a need for expansion for some time, given their interest in acquiring real estate in the Manhattanville neighborhood. This fact coupled with the fact that the community had the wherewithal to develop an entire 197-a plan should invoke some unease with city officials regarding the ESDC’s blight finding. It would be hard to argue that a community is blighted if the community has enough cohesion and knowledge base to develop a 197-a plan. This community may have some social and economic issues, however many communities that would not be considered blighted struggle with these issues. It could be argued that Columbia’s speculation sealed the fate of this community decades ago. What’s to become of the neighborhood in the next 50 years when Columbia decides it needs to expand into another neighborhood in the area? Will the historic fabric and cultural heritage be erased by Columbia’s modern architectural giants?

The Hill District’s One Hill coalition was created with the help of Pittsburgh UNITED, which is affiliated with the Partnership for Working Families. It seems that from the start, the Hill District was well-equipped with the tools to demand a CBA as well as negotiate for appropriate benefits as well as the tools needed to carry out the programs provided by the CBA.

Public vs. Private Entities

There is a mix of public and private involvement in each community agreement. The type of development determines the parties involved. Each agreement involves some sort of
public economic development organization, the development parties and community representation.

The Shaw District MOU and the West Harlem CBA are similar in the sense that both are a part of privately funded development projects. The Hill District Arena development will be subsidized with public funds from the Pennsylvania Economic Development and Tourism Fund; the Penguins entities will help pay for the project through annual lease payments. Aside from the annual $4.1 million rent payments from the Penguins, this development will be publicly funded.

The Hill District CBA affords the least amount of direct funding for the benefits outlined in its terms. It makes sense that the benefits outlined in the Hill District CBA are dependent on outside funding, such as grants and tax credits. There is a direct correlation between publicly funded versus privately funded developments and the ability of a CBA to internally fund benefits. In the cases of West Harlem and the Shaw District, funding is provided by the development parties within the agreement.

In the case of the West Harlem CBA, it almost seems as if the ESDC was working against the community when it found the area of Manhattanville that Columbia controlled blighted. The ESDC has the authority to declare blight where it determines that the overall benefit will enhance the prosperity of a neighborhood. In this case however it’s as if the ESDC neglected to see the relationship between the owner/controller of the area declared blighted and implications of favoring a blight finding. Yes, perhaps the ESDC truly believes that the Columbia expansion project will do a far better job of revitalizing Manhattanville than the community-driven 197-a plan, however this instance seems counterintuitive to their essential purpose of fostering economic prosperity to ALL of New York’s economies.
4.2 PRESERVATION AS A PUBLIC BENEFIT

Why did the Community Define Historic Preservation as a Public Benefit?

Direct Historic Preservation Efforts

Each of the neighborhoods discussed within the three case studies has roots in the original fabric of three major American cities. As well, each community has served minority groups throughout their existence; each has contributed to African American heritage and culture.

Of these three communities, the Shaw District in Washington, D.C. is the only community that is part of a National Register District, or that has any district designation. Perhaps this is the reason that historic preservation language within the CBA was not as much of a concern. Given the context of Washington, D.C. as our nation’s capital, there is most likely a consistent undertone of concern for preservation efforts throughout the district. This context may be another reason for the community’s lack of interest in direct preservation efforts. Much of the central portion of the city was destroyed in the 1968 riots and many of those communities have struggled to rebuild from those incidents.

Pittsburgh’s Hill District, while culturally significant in its own right, has consistently been overlooked as a historically contributing neighborhood within the city of Pittsburgh with regards to its physical context. Community residents are struggling with memories from the Mellon Arena development when a multitude of significant community businesses and many families were displaced. 95 acres of the Hill District were demolished, no doubt disrupting the contextual historic fabric of the neighborhood.

There is a similar story in the history of West Harlem; Columbia’s expansion in the 1960s negatively impacted the West Harlem community. Families and businesses were displaced; there was no accountability for non-equitable development and the community
suffered. In a way, that expansion marked the beginning of the end. Similarly, it disrupted the physical historical and cultural context of the community, leaving the community unable to cope with the change.

**Historic Preservation Derived from Social and Economic Benefits**

Each community has experienced declines in economic capacities to support residents as well as the built environment for various reasons. In the cases of West Harlem and the Hill District, previous expansion projects caused a high degree of resident displacement and business relocation. These factors contributed to the overall decline of these communities due to their inability to cope, or rebuild, from these occurrences.

In the case of the Shaw District, the riots as well as inequitable redevelopment in the more recent past have caused displacement and gentrification in surrounding neighborhoods. Shaw residents have been watching this happen in the past decade and are taking a proactive approach to sustaining their community throughout the changes that are taking place around them. Their idea of creating a sustainable community environment is achieved through social and economic benefits. They live with the notion that by building up a healthy community base, historic preservation will follow.

Each community negotiated for similar social and economic benefits within the CBA. Affordable housing, employment related benefits and education seem to be at the forefront of each community’s priorities. The communities’ main concerns lie with the residents of the community being able to support themselves; as well, there is the hope that the quality of life will be improved through the social and economic resources derived from the CBA.

Facilities to support community functions were also a part of each of the CBAs. By starting with the community members who have a vested interest in the community and
assessing their needs for maintaining and/or improving their lifestyle, the CBA can successfully enable these community members and leaders to preserve their neighborhoods. Through education, these communities are generationally contributing to their own longevity by educating their youth. Better education will help them to understand their respective community's value to each city's encompassing health. With employment counseling and job creation, these communities will have more resources to provide a better life for their residents. Affordable housing will mitigate displacement that will ultimately arise from the ebb and flow of development within these communities.

The West Harlem and the Shaw District CBAs discuss the full extent of all benefits to the CBA within the CBA document. The Hill District CBA differs in that it addresses the social and economic benefits within the CBA document, however relies on documents external to the CBA to discuss in detail the physical benefits, such as the Master Plan and the Greater Hill District Development Principles. The development principles serve as a framework on which to build the Master Plan. These guidelines address the items listed under the Master Plan section of the CBA.

How were Historic Resources Handled Prior to the CBA?

Locally or Nationally Listed as District – Citywide HP Agencies

The only one of the three communities discussed in this analysis that is listed on any register is the Shaw District (listed within two national historic districts; the northern half of the Shaw District lies in one national register district and the southern half of the Shaw District lies in another), which is the only agreement that does not specifically address historic preservation. The community expressed their desire to have individual properties designated or listed on registers, however said that they aren't interested in widespread
historic designations; there is a perceived threat of rising property values where local historic districts are designated. Their idea is that if they first take care of the social and economic issues within the community, historic preservation will follow. In this case however Washington, D.C. is a bit of an anomaly. As discussed earlier, so long as this city is our nation’s capital, there will be a greater effort in general for historic preservation efforts due to the high degree of significance this entire city has for the United States.

Pittsburgh and West Harlem each have very present historic preservation commissions. Each community has nationally designated properties and serves as culturally significant centers for their respective cities, particularly with African American arts history. Each of the CBAs for these communities addresses this significance; in the case of West Harlem, programs are to be set up to highlight this cultural significance; in the case of the Hill District, arts and culture as well as historic preservation are to be components of the CBAs resulting Master Plan.

Each of these three cities is recognized as a significant city to American history and culture. As such, there will always be healthy historic preservation efforts; whether or not those efforts can be successfully funded and carried out remains to be seen. Historic preservation lives in the world of non-profits and minimal funding. With the help of CBAs these communities have an opportunity to gain further funding and planning for historic preservation efforts, on top of the social and economic issues that are at the core of their issues.
4.3 ECONOMICS OF HISTORIC PRESERVATION

How are the Economic Needs for Historic Preservation for the Community Defined?

Internally Funded Benefits by CBA

Each of the three CBAs provides for internal or existing funding sources for the benefits promised within the agreement. West Harlem and the Shaw District CBAs derive funding directly from the non-community parties to the CBA. In the case of West Harlem, Columbia has promised to fund a Benefits Fund as well as several other program specific funds. The general Benefits Fund could be used to fund any number of programs suggested within the CBA; the community must decide which benefits it will extract from the CBA as a result of this funding. The Shaw District CBA outlines a plan to establish a community fund that will be funded by BCP and Radio One, Inc. Where the scholarship funds that are outlined in the MOU from Radio One are concerned, the parties to the CBA are currently re-negotiating this benefit now that the UNCF has replaced Radio One as the anchor tenant. These funds will be used by ONE DC on community initiatives in addition to the benefits agreed to within the CBA.

The Hill District CBA outlines the use of internal or existing funding for a portion of the grocery store, a current program review process and a community resource center. In the case of using existing funding, the CBA is referring to the review process, which is to be completed by the Public Entities to the CBA and will be directed by the Steering Committee, as set up by the CBA. While the community has voiced its opinion about its current needs, assessing programs that are already in place within the Hill District and their effectiveness will help alleviate overlapping or repetitive programming. This review process will inevitably take into account citywide social and economic development initiatives. If the City of Pittsburgh and Allegheny County officials are involved in this process, there would
be comparisons drawn between the Hill District and other neighborhoods within the city. This process could potentially identify citywide deficiencies within these programs. The entire City of Pittsburgh could benefit from this undertaking in the sense that there may be collaborative opportunities for social and economic benefits on an inter-community level.

Externally Funded Benefits – Local or State/National

Each community outlines benefits to be derived from local, state or national resources. Much of this language within each CBA refers to obtaining grants for additional program funding within each community.

In the case of the West Harlem CBA, Columbia University is supposed to provide advice and guidance to the WHLDC in grant writing initiatives; as well the University is to aid with fundraising efforts for community-centric programs.

The Hill District CBA programs will rely heavily on tax credits from sponsors secured by the Pittsburgh Penguins as well as the Penguins Entities. The CBA also calls on the URA to aid in securing funding for the grocery store as well as the Master Plan. The grocery store recently broke ground. The Penguins and URA each contributed about $1 million and the URA sourced the rest of the project cost from subsidized funding from public and non-profit sources. It seems that harnessing the power of the local economic development authority would be a key component to successfully funding the un-funded programs prescribed by any CBA.

As for external funding efforts resulting from the Shaw District MOU, the development parties are to aid ONE DC with writing a Business Improvement District grant (BID). They are also supposed to provide consistent lobbying efforts for ONE DC to appropriate officials to see these external funding objectives to fruition.
Community Advocacy – Motivations to CBAs

The communities discussed within this paper each had the capacity to know that they needed to negotiate for a CBA as well as the particular benefits for which they negotiated. As discussed previously in this conclusion section, it is clear that each community is well aware of its significance to its urban fabric. Their motivations are similar in the sense that they all want social and economic equity when it comes to any development plans that are slated to take place within their communities. While one community’s CBA may include historic preservation language and another may not, each community is aware of its cultural heritage and the important role it plays in sustaining that heritage within their respective cities.

Suggestions within CBA as Tools for Benefits Planning, Implementation and Funding

Each CBA outlines some suggestions for next steps with regards to implementing the benefits outlined within the CBA.

The Master Plan that will result from the Hill District CBA will serve well as a guide for future development issues, including social and economic impacts on communities. This CBA also requires a Steering Committee be established to enforce and implement the programs outlined in the CBA. The Steering Committee is mentioned within each benefit section of the CBA. All of the parties to the agreement are responsible for implementing different portions of the benefits outlined in the CBA and have been given the responsibility of making sure they carry out their expected duties. Non-compliance would result in actions outlined in the enforceability section of the CBA.
The West Harlem CBA leaves much of the program implementation responsibility up to the community. Columbia University is responsible for funding efforts, however has left it up to the community coalition in West Harlem to seek further advice and guidance from the University on any issues arising with planning and implementation as well as implementing the programs that are outlined within the CBA. As with the Hill District CBA, all parties to this CBA are responsible for varying degrees of each benefit in different capacities. The West Harlem CBA also requires that an Independent Monitor—someone who will keep Columbia in compliance with the General Project Plan—be established and report to the parties of the CBA in a timely manner. The idea is that the monitor will keep the parties to the CBA on track with promises made within the CBA.

One safeguard against non-performance for any party would be enforcement language within the CBA. The West Harlem and Hill District CBAs each have enforcement language. As discussed in the earlier case study section of this paper, the Shaw District MOU lacks such language; as a result the community is uncertain it will have an appropriate amount of leverage to hold the developer accountable to its promises.
5.0 SUMMARY AND CONCLUSIONS

5.1 INTRODUCTION

Each CBA strives to meet each community’s local objectives, whether it is historic preservation, or social and economic benefits that are contextual to each community. Due to the fact that each of these CBAs is less than ten years old, quantitative results are not available on a broad scale, particularly where historic preservation efforts are concerned. It has become apparent through this research that CBAs provide a concrete voice for the residents of these communities that have been overlooked in previous development efforts. The fact that the Hill District grocery store has broken ground is one positive example of how CBAs have the ability to work for communities.

5.2 IDENTIFYING KEY PARTNERS

Each community demonstrated similar positive characteristics that would presumably add to the success of achieving the benefits within each CBA. Those characteristics are cohesion and awareness.

These communities demonstrate strong cohesion through the CBA itself. West Harlem, the Hill District and the Shaw District each had the ability as communities to negotiate for
valuable benefits that each community needed. Each community strongly identifies with its cultural and historic resources.

The members and leaders of these communities are aware of their significance within the fabric of their respective cities as well as the value of their community as a resource for revitalization and development. These communities’ leaders are willing to fight for their residents as well as the longevity of their communities’ historic and cultural legacies.

Communities with this strong cohesion and awareness have the ability to negotiate for relevant community benefits. As such, further research should prove that these communities with strong cohesion and awareness are more likely to use the tools provided them within the CBA to carry out promised benefits than communities that are lacking leadership and awareness.

5.3 PRESERVATION AS A PUBLIC BENEFIT

An overarching theme arising from this study is that a community must be healthy enough at its root, that is to say its residents and future residents, in order to sustain itself in any way. The health of a community’s built fabric cannot be strictly derived from physical improvements made by a few residents with the resources to carry out rehabilitation efforts.

The issues arising from disrupting the historic fabric of a community feed into the social and economic issues of these communities. By disrupting a community’s historic fabric, there is a disruption of the community’s ability to operate successfully. Businesses and residents that once supported the community and each other are no longer around, or no longer operate in the same capacity, and therefore are unable to provide the same sustainable benefits that they provided prior to the development.
5.4 ECONOMICS OF HISTORIC PRESERVATION

The three CBAs address funding in different ways, however one idea is universal – the community must be left with the tools and skills to continue to secure funding for programs set in motion through CBAs. While funding derived from the CBA will run out, if a community arises from the development process with the appropriate skills, the longevity of a community – historic resources included – will be further guaranteed.

The private development entities are being savvy planners by providing these communities with funding for social and economic programs. It seems that some developers have been missing a basic concept - unless they take into account the residents, and their social and economic issues, and resolve to work with these communities rather than against them, the developer runs the risk of destroying the very fabric of these urban centers that have helped shape our American culture. They also run the risk of dooming their own development efforts. It would be hard to argue that a developer would reap more benefits from a community that will struggle as a result of their development rather than thrive as a result of their development.

It is a smart move on the part of the community groups to negotiate for assistance with grant writing or obtaining funding from public sources that likely have more time and resources to achieve these goals. It is also a sustainable action in the sense that at some point the monies given to the communities as a result of the development project will run out. By working with these entities that have the time and resources to secure additional funding from public sources, these communities are equipping themselves with the appropriate tools to continue to secure funding from these public sources once the CBAs life has come to an end.
5.5 CBA AS MECHANISM FOR HISTORIC PRESERVATION PLANNING AND IMPLEMENTATION

Implementing the benefits outlined within each CBA will require a joint effort from all parties involved in the CBA process. Much like the CBA itself, the benefits require the pooling of multiple resources in order to be carried out successfully. However the community must continue to engage the process and act on its own behalf using the tools and resources provided to them within their CBA.

5.6 OVERALL CONCLUSIONS

Where historic preservation is concerned, CBAs have the capacity to deal with these issues on a broad or detailed level, depending on the negotiation process and the needs of a community. For communities who want funding directed toward historic preservation efforts, CBAs provide an opportunity for detailed preservation planning and funding outlines. They also afford communities a tool to use in building upon local preservation policy. Local laws regarding policy cannot fund preservation efforts. CBAs coupled with local laws regarding preservation could be a valuable tool in successfully promoting historic preservation efforts within these communities. While each of the cities discussed in the paper is large, this same idea could apply to smaller communities struggling with the loss of historic fabric. The funding ideas within these CBAs are universal; whether its private funding or funds derived from local or national sources, CBAs afford communities the opportunity to outline specific programs to whatever degree they are able to negotiate.

The message from this research is clear: CBAs have the capability to work on a multitude of levels however no matter what is promised within a CBA is a guarantee. THE COMMUNITY MUST CONTINUE TO ACT ON ITS OWN BEHALF TO SEE THAT THESE
BENEFITS ARE IMPLEMENTED. Whether an employment center or historic preservation, the CBA itself will not make these things happen. Success will be more likely if, on top of clearly defined and transparent benefits negotiations, there is a plan of action for next steps and who is to carry out which obligations.

5.7 IMPLICATIONS FOR FUTURE RESEARCH

Once these CBAs have had time to mature, it would be beneficial to know how communities carried out the benefits within the CBA with the tools provided. Quantitative research regarding how many communities carried out what percentage of which benefits would be helpful for communities looking at using a CBA. With more assessment of CBA performance, communities will have better ideas of how to go about achieving relevant community benefits from developments. With regards to historic preservation efforts, studying CBAs that reap social and economic benefits for communities that positively affect historic preservation efforts would be key in retaining historic and cultural resources in communities.
6.0 VALUE OF STUDY

The case studies serve as a foundation for further research regarding how CBAs can serve as a tool for historic preservation planning and implementation. They represent how CBAs react to a community's social and economic needs, as well as the community’s need for cultural and historic resource protection. This study shows how CBAs serve as valuable tools for communities throughout development negotiation processes; and how CBAs allow communities to use their tangible resources (space for development) to leverage for community benefits that are relevant to needs. This research process has produced a set of research aims and questions that will enable future assessment of CBAs’ abilities to aid with social and economic issues within development communities, as well as historic preservation efforts.
7.0 EXHIBITS

7.1 DEFINITIONS

**Advisory Committee** – An advisory committee is a group of selected agreement spokespeople, circumstantially made up of community members, developers, and/or city officials that act as advocates for their particular interest in the CBA.

**Affordable Housing** – Affordable housing refers to public and private sector efforts to provide low-priced housing for people with low to moderate incomes. Programs will sometimes offer lower cash-down payments, below market interest rates, and eased loan-qualifying rules.

**Coalition to Preserve Community (CPC)** – This community coalition is made up of community residents and is actively opposed to the expansion plans to date. Their mission states:

> The Coalition to Preserve Community brought together groups and individuals dedicated to promoting the vitality and diversity of our neighborhoods and to preserving the residential character of our community.²⁴⁶

**Community Benefits Agreement (CBA)** - an outline of advocacy for community members who are being subjected to development/re-development. It is "a private contract negotiated between a prospective developer and community representatives." In essence, the CBA specifies the benefits that the developer will provide to the community in exchange for the community's support of its proposed development.

**Community Development Block Grant (CDBG)** – U.S. Department of Housing and Urban Development’s longest running program. This is a flexible program that allows communities to deal with individualized development needs.

**Community District 9 (CD9)** – Consists of the neighborhoods Hamilton Heights, Manhattanville, Morningside Heights and West Harlem. Encompassed by West 155th Street to the north; Morningside Avenue, St. Nicholas Avenue, Bradhurst Avenue and Edgecomb Avenue to the east; Cathedral Parkway to the south; and the Hudson River to the west, roughly.

**Community Information, Opportunities and Resources Center (the “Center”)** – The organization that arises from the Columbia University expansion project that will aid West Harlem, and more specifically, CD9, residents with job search assistance and related programs.

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248 Ibid.

249 New York City Department of City Planning, *New York City: Department of City Planning*. 
**Department of City Planning (DCP)** – New York City governmental organization that:

“promotes strategic growth, transit-oriented development, and sustainable communities in the City, in part by initiating comprehensive, consensus-based planning and zoning changes for individual neighborhoods and business districts, as well as establishing policies and zoning regulations applicable citywide.”

**Enforcement Mechanisms** – Actions any party of the agreement is allowed to take in the case that any of the mitigation clauses are not followed through on. These mechanisms usually include legal remedies, including court action to enforce the CBA.

**Empire State Development Corporation (ESDC)** – d/b/a New York State Urban Development Corporation.

**Exit Clause** – A written agreement within the CBA that legally allows the parties to the CBA to forfeit all responsibilities within the CBA based on a set of circumstances agreed upon by both parties prior to signing the CBA.

**First Source hiring programs** – First source hiring programs are agreements between a community and a developer, or third party businesses that arise from the development, that encourage the hiring of local/community residents. “First source” refers to the community and its members. The idea is that the development will benefit the community and its members in more than one way; including job creation.

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250 Ibid.
251 WHLDC, “West Harlem Community Benefits Agreement,” 8.
General Project Plan (GPP) – “Shall mean the Modified General Project Plan affirmed by the ESDC on December 18, 2008 for the Columbia University Educational Mixed Use Development, as modified or amended from time to time.”

Heritage Tourism – “The National Trust defines heritage tourism as traveling to experience the places, artifacts and activities that authentically represent the stories and people of the past and present. It includes cultural, historic and natural resources.”

Hill District – Includes the Upper Hill, the Middle Hill, and Lower Hill and is encompassed by Bigelow Boulevard, the Boulevard of Allies, Forbes Avenue and Sixth Avenue.

Historic Preservation – The thoughtful management and ushering of historic and cultural resources through the present and into the future.

Living Wage Jobs – Living wage jobs are jobs that pay a minimum hourly wage that provides the means for shelter and nutrition for an extended period of time, preferably a lifetime. It is a wage that provides for the basic needs in order for a person to live.

Manhattanville – One of three neighborhoods within Community District 9. Bordered to the north by 135th Street, 122nd Street to the south, the Hudson River to the west and St. Nicholas Park to the east. This neighborhood will be the most affected from Columbia’s expansion project.

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255 Manhattan Community Board #9, City of New York: Manhattan Community Board #9.
Memorandum of Understanding – Portion of the Columbia CBA that outlines the monetary commitment made by Columbia to the Community District 9.

National Capital Revitalization Corporation – The City of Washington, D.C. developed this semi-private corporation to help develop the city's vacant and abandoned properties.  

National Register of Historic Places – The National Register of Historic Places (NR) is the official list of the Nation's historic places worthy of preservation, as defined by the National Park Service website.

Neighborhood Assistance Program (NAP) – A tax credit program designed to, “community economic development in impoverished areas.”  

Neighborhood Partnership Programs – Neighborhood partnership programs can be any partnership that brings together separate neighborhoods, organizations within neighborhoods, community members or any other neighborhood entity in an attempt to benefit a community in some way.

Neighborhood Partnership Program (Pittsburgh, Hill District) – A program organized by the participating community coalition and the Pittsburgh Penguins business entities.

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256 Juskus, "Long Time Coming."
257 Pennsylvania Department of Revenue, Pennsylvania Department of Revenue.
This program will be responsible for handling the yearly tax credit monies from the Pennsylvania Neighborhood Assistance Act tax credits.\textsuperscript{258}

**One Hill Coalition** – The One Hill Coalition is a community-based organization that is affiliated with Pittsburgh UNITED. The One Hill Coalition represents the Hill District in the Penguins Arena development project.\textsuperscript{259} This coalition is made up of Hill District organizations, businesses and residents.\textsuperscript{260}

**Partnership for Working Families** – A non-profit organization dedicated to advocating for urban communities and residents to built economic prosperity.\textsuperscript{261}

**Pittsburgh UNITED** – Part of the national network, Partnership for Working Families. Its purpose is to advance social and economic justice by advocating for the communities in which economic development takes place.\textsuperscript{262}

**Required Land Use Approvals** – Approvals granted by a local government regarding how land can be developed.

**Student Coalition on Expansion and Gentrification (SCEG)** – A group of Columbia University students, supported by Columbia Faculty, dedicated to the protection of West Harlem from Columbia’s West Harlem expansion project.\textsuperscript{263}

\textsuperscript{258} "Hill District Comunity Benefits Agreement," 11.
\textsuperscript{260} "Hill District Comunity Benefits Agreement," 1.
\textsuperscript{263} SCEG, “A Look at the Issues.”
Section 106 – According to the National Endowment for the Humanities website, "Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effects that their federally funded activities and programs have on significant historic properties. "Significant historic properties" are those properties that are included in, or eligible for, the National Register of Historic Places. The National Register is a list of districts, sites, buildings, structures, and objects that are significant in American history, architecture, archeology, and culture. The National Register is administered by the National Park Service in conjunction with the State Historic Preservation Offices (SHPOs)."

Sports and Exhibition Authority of Pittsburgh and Allegheny County (SEA) – Created as a result of the Sports and Exhibition Authority Act. Established in 1954 and is responsible for developing Pittsburgh's, "sports, entertainment, recreational and convention venues to benefit Pittsburgh’s economy and improve quality of life."  

Transparency (as it relates to the CBA itself) – well worded language throughout the contract with clear intentions; available to the public.

Vested-Interest Third Parties – Third parties to the CBA that have invested time, money or other resources in a certain outcome of the CBA.

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264 Sports and Exhibition Authority of Pittsburgh and Allegheny County, Sports and Exhibition Authority of Allegheny County.
265 Ibid.
WE ACT – "Achieving Environmental Justice by Building Healthy Communities." A community-based organization whose mission is ensuring that communities participate in policy and practice processes in a worthwhile way for the community itself.

West Harlem Local Development Corporation (WHLDC) – A New York not-for-profit corporation. Established by Manhattan Community Board 9 (CB9) and supported by Council member Robert Jackson and the Bloomberg administration. Established in response to Columbia’s expansion plans.

266 WE ACT, WE ACT for Environmental Justice.
267 Ibid.
268 WHLDC, “West Harlem Community Benefits Agreement,” 8.
269 WE ACT, WE ACT for Environmental Justice.


“No Displacement of Hill Residents and Businesses.” *Hill District Consensus Group*. 

ONE DC. *One DC Home*. 


7.3 WEST HARLEM CBA
7.3.1 West Harlem CBA
WEST HARLEM COMMUNITY BENEFITS AGREEMENT

May 18, 2009
WEST HARLEM

COMMUNITY BENEFITS AGREEMENT

This West Harlem Community Benefits Agreement ("CBA") dated as of May 18, 2009, is entered into by and between the West Harlem Local Development Corporation ("WHLDC"), a New York not-for-profit corporation and The Trustees of Columbia University in the City of New York ("CU"), a New York not-for-profit corporation.

RECITALS

A. Over the next twenty-five (25) years, CU intends to construct approximately 6.8 million square feet of space that will comprise the new CU Manhattanville in West Harlem campus.

B. CU has acknowledged its intent to collaborate with the Local Community, and in response, the elected officials, community, civic and business leaders in West Harlem formed the WHLDC pursuant to the N.Y. Not-For-Profit Corporation Law §1411 (McKinney 2005) in order to negotiate and implement this CBA with CU, which describes the manner in which the Local Community will share in the economic, educational, cultural, environmental and social benefits associated with CU’s Manhattanville Project, in the spirit of the guiding principles set forth in CB 9’s 197-a Plan, to the extent the same does not conflict with CU’s obligations set forth in the Governing Documents (as defined below).

C. In addition to CU’s obligations to the City and/or State of New York under the Governing Documents, this CBA sets forth (i) CU’s commitment to provide contributions and benefits to the Local Community, and (ii) WHLDC’s and CU’s mutual agreement to collaborate on the administration and implementation of this CBA, as more particularly set forth herein.

AGREEMENT

Now, therefore, for and in consideration of mutual promises herein contained, WHLDC and CU agree as follows:

I. DEFINITIONS

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

“Advance Letter” shall mean that certain letter between the WHLDC and CU, acknowledged by the FCNY describing the $300,000 advance payment against the Benefits Fund to the WHLDC, a copy of which is attached as Exhibit A.

“Affordable Housing Fund” shall mean CU’s contribution of $20,000,000 towards affordable housing to address the impact of the Project, as more fully described in Section II.C. of this CBA.

“Benefits Fund” shall mean the funding described in Section II.B hereof.
“Building Permit” shall mean, with respect to any New Building, a work permit under a
“New Building” application authorizing construction of the New Building or, in the case of the
Nash Building, an alteration permit to allow its renovation for the purposes set forth in the
description of the Project in the GPP (but not any renovation of the Nash Building for temporary
uses).

“CB 9” shall mean Manhattan Community Board 9.

“CB 9 197-a Plan” shall mean the “Community Board 9 Manhattan 197-a Plan:
Hamilton Heights, Manhattanville, Morningside Heights” prepared by Community Board 9 and
approved by the New York City Planning Commission on November 26, 2007, and by the New
York City Council on December 19, 2007, pursuant to the provisions of Section 197-a of the
New York City Charter and attached hereto as Exhibit B.

“CBA” shall mean this West Harlem Community Benefits Agreement by and between
CU and the WHLDC, including all exhibits, schedules, appendices and attachments.

“CD 9” shall mean Manhattan Community District 9.

“Center” shall mean the Community Information Opportunities and Resources Center as
described below and sometimes referred to herein as the Career and Business Center.

“CM” shall mean firms that CU has hired or may hire as construction manager or general
contractor to construct the Project.

“Collective Bargaining Agreement” shall mean an agreement between an employer and
a Union, covering terms and conditions of employment of employees including work under the
PLA.

“Community Benefits” shall have the meaning set forth in Section II.F below.

“Construction Work” shall mean all construction and construction related activity
including, but not limited to, demolition, excavation, site preparation, construction of buildings
and other related activities within the Project Area.

“CU” shall mean The Trustees of Columbia University in the City of New York, a not-
for-profit corporation organized and chartered under the laws of New York, its schools,
departments and divisions. CU shall not include Barnard College or Teachers College.

“CU Campuses” shall mean the Morningside Heights Campus, the Manhattanville
Campus and the Medical Center Campus.

“CU Contributions” shall have the meaning set forth in Section II.A below.

“CU Controlled Entities” shall mean a person, group of persons, a body, committee,
department, division or school under the full control of CU.
“CU Project Employee” shall mean any individual who (i) works in the Project Area, (ii) is entitled to receive a W-2 Tax Reporting Form from CU, and (iii) is employed by CU at least Part-Time, provided, that, any individual who (a) holds an appointment as an officer of instruction, officer of research, or officer of the libraries, (b) is a student, or (c) is covered by a Collective Bargaining Agreement shall not be a CU Project Employee.

“Demonstration Community Public School” shall have the meaning set forth in Section II.H. of this CBA.

"Designated Representative" shall mean the contact person designated by each party as described in Section XIV below.

“Development Sites” shall mean the Development Sites shown on Exhibit C to this CBA. Each reference in this CBA to a numbered Development Site shall be a reference to the Development Site so numbered on Exhibit C. The dimensions shown in Exhibit C are approximate dimensions, and footprints for New Buildings may vary.

“Effective Date” shall have the meaning set forth in Section XI.A below.

“Employee” shall mean any individual who is employed by an Employer in the Project Area, either full- or Part-Time, and who is entitled to receive a W-2 Tax Reporting Form, other than any individual who holds an appointment as an officer of instruction, research, libraries or a student.

“Employer” shall mean CU and/or CU Controlled Entities.

“Energy Star” shall mean a designation from the United States Environmental Protection Agency or Department of Energy indicating that a product meets the energy efficiency standards set forth by the agency for compliance with the Energy Star program.

“Environmental Laws” shall mean collectively all applicable federal, state and local laws, statutes, rules, regulations, codes, and ordinances relating to the protection of health, safety and the environment.

“ESDC” shall mean the New York State Urban Development Corporation d/b/a the Empire State Development Corporation or any successor entity to its jurisdiction.

“FCNY” shall mean the Fund for the City of New York.

“FEIS” shall mean that certain Final Environmental Impact Statement prepared by the New York City Planning Commission for which a Notice of Completion was issued on November 16, 2007 and shall include a Technical Memorandum that was prepared and issued on November 26, 2007 and adopted by the ESDC.

“Final Approval” shall mean approval of the Project and the GPP by the PACB.

“Fiscal Sponsor” shall have the meaning set forth in Section II.B.2 below.
“Fiscal Sponsor Agreement” shall have the meaning set forth in Section II.B.3 below.

“GPP” shall mean the Modified General Project Plan affirmed by the ESDC on December 18, 2008 for the CU Educational Mixed Use Development, as modified or amended from time to time.

“GSF” shall mean gross square feet.

“Governing Documents” shall mean collectively the Restrictive Declaration, the GPP, the Zoning Resolution, the FEIS, and the resolution of the PACB granting Final Approval, as the same may be modified or amended from time to time.

“Hazardous Substances” shall mean any substance that is listed, defined or regulated as a “hazardous substance”, “hazardous waste”, or “solid waste”, or is otherwise classified as hazardous or toxic, in or pursuant to any Environmental Laws.

“HDFC” shall mean the Housing Development Fund Corporation.

“Housing Legal Assistance” shall have the meaning set forth in Section II.D. of this CBA.

“HPD” shall mean the New York City Department of Housing Preservation and Development.

“Income Eligible” shall mean income levels of residents in CD 9, by standards established within CB9's 197-a Plan.

“Independent Monitor” shall mean the program monitor under the GPP, as described in Section XII.F below.

“In-Kind Benefits” shall have the meaning set forth in Section II.E below.

“IPM” shall mean an integrated pest management and control strategy that seeks to avoid, where practical, chemical means of pest control in conjunction with biological, physical, cultural and other tools.

“Litigation” shall mean any claim, action, proceeding, or notice filed in or submitted to any court or other governmental authority by, or with the participation or assistance of the WHLDC which seeks to delay, enjoin, restrain or interfere with the required governmental approvals for the CU Manhattanville Project.

“Living Wage” shall mean (i) for services covered by the Living Wage Law, an amount equal to the amount required to be paid for such services under such Law, and (ii) for all services not covered by the Living Wage Law, the lowest amount required to be paid for any services under the Living Wage Law (currently $10.00 with benefits and $11.50 without).

"Living Wage Law" shall mean New York City Administrative Code 6-109, as amended.
“Local Community” shall mean the neighborhoods in Manhattan CDs 9, 10, 11 and 12.

“Locally Owned Business Enterprises” shall mean businesses that are located within the thirteen (13) zip codes in Northern Manhattan and four (4) zip codes in the Bronx as follows: 10025, 10026, 10027, 10029, 10030, 10031, 10032, 10033, 10034, 10035, 10037, 10039, 10040, 10451, 10454, 10455 and 10474. These zip codes generally constitute the Upper Manhattan Empowerment Zone.

“Local Resident” shall mean a resident residing in CD 9, 10, 11 or 12.

“Minority Owned Business Enterprises” shall mean any businesses certified by the New York City Department of Small Business Services, New York City School Construction Authority, New York State Empire State Development Corporation, Metropolitan Transportation Authority, Port Authority of New York and New Jersey, Dormitory Authority of the State of New York, U.S. Small Business Administration 8(a) program or New York/New Jersey Purchasing Council, including any other NYC, NYS and federal agencies that certify minority owned business enterprises.

“MOU” shall mean the Memorandum of Understanding, dated December 19, 2007, by and between CU and the WHLDC.

“M/W/L” shall mean Minority, Women and Local as such terms are typically used in this CBA when referring to certified Minority Owned Business Enterprises, Women Owned Business Enterprises and Locally Owned Business Enterprises.


“Nash Building” shall mean the building currently located on Development Site 16 (Tax Block 1986, Lot 65).

“New Buildings” shall mean the above grade portions of (a) the new buildings developed by CU on Development Sites, and (b) the Nash Building following its renovation for the purposes set forth in the description of Project in the GPP (but shall not mean any renovation of the Nash Building for temporary uses).

“NYC” or “City” shall mean the City of New York, its Agencies, Offices and Commissions.

“NYCHA” shall mean the New York City Housing Authority, or any successor to its jurisdiction.

“NYS” or “State” shall mean the State of New York, its Agencies, Offices and Commissions.

“PACB” shall mean the New York State Public Authorities Control Board.
“Part-Time Employees” shall mean an Employee, hired on a permanent basis who works at least 20 hours a week and who is not considered by CU a temporary or casual or paid by a temp agency.

“Parties” shall mean CU and WHLDC.

“Phase” shall mean Phase I Site Development or Phase II Site Development, as the case may be.

“Phase I, Stage 1” shall mean (i) staging and construction on Block 1995, Lots 31 and 35; Block 1996, Lots 14, 15, 16, 18, 20, 21, 23, 29, 34, 36, 50, 56 and 61; Block 1997, Lots 1, 6, 9, 14, 17, 18, 21, 27, 29, 30, 33, 34, 40, 44, 47, 48, 49, 52, 55, 56, 61, and 64; West 130th Street and the eastern portion of West 131st Street; (ii) staging only on Block 1986, Lot 30 and Block 1998, Lots 1, 3, 6, 10, 13, 16, 24, 26, 29, 57 and 61; and (iii) renovation of the Nash Building on Block 1986, Lot 65. During this Stage, it is anticipated that CU would proceed with acquisition, relocation, above-grade abatement and remediation, as necessary, soil excavation and any necessary remediation, construction of foundations for the Below-Grade Facility (as described in the GPP), and construction of New Buildings on Development Sites 1, 2, 3, 4, 6, 6b and 7.

“Phase I Site Development” or “Phase I” shall mean construction of New Buildings on all sites except for Block 1999, Lots 1, 29, 30, 31, 32, 33 and 36 (also known as Development Sites 11, 12, 13 and 14) and Block 1986, Lots 1, 6, 10 and 30 (also known as Development Site 15).

“Phase II Site Development” or “Phase II” shall mean construction of New Buildings on Block 1999, Lots 1, 29, 30, 31, 32, 33 and 36 (also known as Development Sites 11, 12, 13 and 14) and Block 1986, Lots 1, 6, 10 and 30 (also known as Development Site 15).

“PLA” shall mean the agreement that the CM intends to negotiate and enter into with the Building and Construction Trades Council of Greater New York who will perform all construction and construction related activity including, but not limited to, demolition, excavation, site preparation, construction of buildings and other elements located within the Project Area, which will set forth certain terms and conditions of employment to be followed in performing said work.

“Project” shall mean the CU Manhattanville campus expansion in West Harlem as described in the GPP.

“Project Site” or “Project Area” shall be located in the Manhattanville neighborhood of West Harlem on an approximately 17-acre site in northern Manhattan, the principal portion of which is bounded by and includes West 125th Street on the south, West 133rd Street on the north, Broadway on the east and Twelfth Avenue on the west, as well as certain areas located beneath City streets within this area and beneath other City streets in the Project Site. The remaining portion of the Project Site consists of an area which is bounded by and includes Broadway on the west, West 133rd and West 134th Streets on the south and north, respectively, and a line between West 133rd and West 134th Streets approximately 200 feet east of Broadway, along with an irregularly-shaped block which is bounded by and includes Broadway on the west, Old
Broadway on the east, West 131st Street on the south, and West 133rd Street on the north. A map showing the boundaries of the Project Site is attached hereto as Exhibit D.

"Reports" shall mean data and information gathered and prepared by CU or caused to be prepared by CU, as set forth in Section XII.

"Residential Tenants" shall mean tenants who lawfully occupy lawful residential dwelling units in the Project Area.

"Restrictive Declaration" shall mean that certain Declaration dated as of November 26, 2007, made by CU, as Declarant, with respect to the real property comprising the Project Area together with any modifications or supplements thereto or replacements thereof; and any Restrictive Declaration made by CU as Declarant in order to receive State approval for the CU Manhattanville Project.

"Service Provider" shall mean any entity that provides goods and/or services for the Project Area under written agreement(s) with CU which have a gross billable value in the then-current year of at least One Hundred Thousand Dollars ($100,000). "Entity" for this purpose shall include an individual, consultant, sole proprietorship, partnership, association, joint venture, coalition, limited liability company, charitable organization, corporation or any business form but shall not include a CU Employee, a CU Controlled Entity, any government entity, any entity that is subject to a PLA or any entity that provides research, library or academic teaching goods and/or services.

"Special Population" shall mean any individual who is a Local Resident and (1) who has received TANF funds (as defined herein) within twenty-four (24) months prior to applying for a job with CU; (2) who lacks a fixed, regular, and adequate nighttime residence or has a temporary supervised nighttime residence; (3) has a history of involvement with the criminal justice system; (4) was displaced from the Project Area; (5) has not earned a high school diploma or equivalent; or (6) persons with disabilities.

"Specialty Construction Services" shall mean construction services of a unique or special nature and for which there exists a limited number of qualified business entities that can perform such services. These Specialty Construction Services are specifically listed in Exhibit E attached hereto.

"TANF" shall mean the federal Temporary Assistance for Needy Families program as it is operated through the United States Department of Health and Human Services as of the Effective Date.

"TCO" shall mean a temporary certificate of occupancy issued by the New York City Department of Buildings.

"Term" shall have the meaning set forth in Section XI below.

"Tier I" shall mean the area depicted on the map attached hereto as Exhibit F.

"Tier II" shall mean balance of Community Board 9.
“Tier III” shall mean Community Boards 10, 11 and 12.

“Union” shall mean any organization defined as a “labor organization” pursuant to section 2(11) of the National Labor Relations Act, 29 U.S.C. sec. 152(11).

“WHLDC” shall mean the West Harlem Local Development Corporation, a New York not-for-profit corporation, and any successor entity.

“Women Owned Business Enterprise” shall mean any businesses certified as such by the New York City Department of Small Business Services, New York City School Construction Authority, New York State Empire State Development Corporation, Metropolitan Transportation Authority, Port Authority of New York and New Jersey, Dormitory Authority of the State of New York, U.S. Small Business Administration 8(a) Program or New York/New Jersey Purchasing Council, including any other NYC, NYS and federal agencies that certify women owned business enterprises.

“Zoning Resolution” shall mean the Zoning Resolution of the City of New York, effective December 15, 1961, as amended from time to time.

II. CU CONTRIBUTIONS.

A. CU Contributions.

1. CU has committed to a package of community benefits and mitigations in connection with the Project comprised of (i) a Benefits Fund of $76,000,000 (the "Benefits Fund"); (ii) an Affordable Housing Fund of $20,000,000 and up to $4,000,000 in related legal assistance benefits; and (iii) $20,000,000 in access to CU facilities, services and amenities, also known as In-Kind Benefits (collectively referred to as “CU Contributions”).

2. CU’s $30,000,000 commitment with respect to the planned Demonstration Community Public School to be established in conjunction with Teachers College, and more fully described in Section II.H.

3. These commitments are more fully described below.

4. As consideration for CU’s agreement to enter into this CBA and for so long as this CBA remains in effect, no Litigation shall be commenced or pending.

B. Benefits Fund.

1. In accordance with the process set forth in this Section II.B., CU shall pay the Benefits Fund in specified installments beginning four months following the Effective Date over a sixteen year period as set forth in the Benefits Installment Schedule, attached hereto as Exhibit G.
2. CU shall deposit the installments of the Benefits Fund to a "Fiscal Sponsor" that shall be acceptable to both the WHLDC and CU, such as the FCNY. CU shall not unreasonably withhold its approval of such Fiscal Sponsor. Such Fiscal Sponsor shall hold and disburse the Benefits Fund in accordance with the instructions of WHLDC, subject to the procedures set forth below.

3. The Fiscal Sponsor shall hold the Benefits Fund in accordance with a written agreement signed by the WHLDC and the Fiscal Sponsor ("Fiscal Sponsor Agreement"). The Fiscal Sponsor Agreement shall provide that: (a) the Benefits Funds shall be disbursed solely for legitimate costs associated with this CBA; (b) all requests for disbursements shall be supported by appropriate documentation, such as employee timesheets, purchase requisitions, contracts and other agreements for payment, receipts and other similar documentation, as applicable; (c) the Fiscal Sponsor shall review all such documentation before making any disbursements; (d) the books and records for the Benefits Fund shall be kept in accordance with generally accepted accounting practices; (e) all City, State, and Federal government reports, information required by the IRS shall be completed and timely filed; (f) an accounting of all payments to and disbursements from the Benefits Fund, including cumulative totals, shall be provided quarterly to CU and the WHLDC; and (g) all other reports on information provided by the Fiscal Sponsor to the WHLDC and any third party in connection with the Benefits Fund shall be simultaneously provided to CU. The Fiscal Sponsor Agreement shall recognize CU as a third party beneficiary and shall specifically permit CU to enforce its rights to get the information described above. The Fiscal Sponsor Agreement shall also provide that each of CU and the WHLDC will report any disagreement with the Fiscal Sponsor's accounting to the Fiscal Sponsor within 30 days of receipt and the Parties will work with the Fiscal Sponsor to promptly resolve such disagreement.

4. The WHLDC shall meet at least once each year during the Term, and more often if necessary, to discuss opportunities and review community requests and proposals for expenditures from the Benefits Fund. Upon the request of CU, the WHLDC shall provide CU with all information provided to the WHLDC in connection with requests for expenditures from the Benefits Fund.

5. Notwithstanding the foregoing, upon payment of installments of the Benefits Fund to the Fiscal Sponsor in accordance with the schedule set forth in Benefits Installment Schedule, attached hereto as Exhibit G, CU shall have no other obligation or responsibilities with respect to the monitoring, administration or disbursement of the Benefits Fund.

6. The Parties acknowledge that they intend to enter into the Advance Letter with each other, under which CU has agreed to provide $300,000 in transition funding to the WHLDC as an advance against the Benefits Fund to reduce the total remaining payment due under the Benefits Fund by $300,000.

C. Affordable Housing Fund.
1. As stated in the GPP: Columbia has committed, in a Memorandum issued to Manhattan Borough President Scott M. Stringer dated September 27, 2007, to contribute $20 million towards affordable housing to address the impact of the Project. Such funds will be provided in increments, and will be administered by an advisory body to include elected officials, community representatives and representatives of Columbia.

2. As stated in the Restrictive Declaration: Upon the issuance of a Building Permit for the first Phase I New Building, Declarant shall pay $10,000,000 to the Affordable Housing Fund and provide the City with a certification that Declarant has been advised that the Affordable Housing Fund has been organized consistent with the definition of such fund set forth in this Declaration. Upon issuance of a Building Permit for the first Phase II New Building, Declarant shall pay an addition $10,000,000 to the Affordable Housing Fund.

3. The Affordable Housing Fund will be paid by CU in accordance with the direction of the local government. The WHLDC will collaborate directly with the appropriate representatives of local government with respect to the WHLDC’s role in this initiative.

4. The Affordable Housing Fund described in Sections II.C.1. and 2. above describes the same obligation and shall in no event exceed an aggregate of $20 million.

D. Housing Legal Assistance.

1. As stated in the GPP: In addition to any legal services currently being provided in the community, Columbia would provide funding for one attorney for six years, then two attorneys for 16 more years, at a legal assistance provider serving the Project area to provide landlord tenant legal advice to tenants in the Manhattanville area (maximum $ 4 million). (GPP, Section N(4)(c), page 49)

2. As stated in the Restrictive Declaration: For the period from January 1, 2009 through December 31, 2014, Declarant shall provide funding for one attorney at a legal assistance provider acceptable to NYCHPD serving the Manhattanville Area, to provide anti-eviction/anti-harassment legal assistance for residents of the Manhattanville Area. For the period from January 1, 2015 through December 31, 2030, Declarant shall increase such funding to provide for two attorneys at a legal assistance provider acceptable to NYCHPD serving the Manhattanville Area, to provide anti-eviction/anti-harassment legal assistance for residents of the Manhattanville Area. Notwithstanding the foregoing, in no event shall Declarant be required to provide funding for such legal assistance in excess of $4,000,000 through December 31, 2030.

3. The funding for legal services described in Sections II.D.1. and 2. above describes the same obligation and shall in no event exceed an aggregate of $4 million.
E. CU Facilities and Services (also known as In-Kind Benefits).

1. CU has committed to make available to the Local Community, commencing upon the Effective Date and continuing throughout the Term, access to a range of existing CU facilities, services and amenities with a total market value of $20,000,000 (the “In-Kind Benefits”). In order to provide availability of In-Kind Benefits throughout the Term, the maximum value of the In-Kind Benefits for any year shall be as shown on Exhibit G. Notwithstanding the foregoing, if the WHLDC does not accept (as provided in Section II.E.5 below) In-Kind Benefits in any year with value equal to the maximum value set forth in Exhibit G for such year, In-Kind Benefits with a value equal to the difference between the value of In-Kind Benefits accepted for such year and the maximum value shown on Exhibit G for such year shall be available the following year and/or in subsequent years until In-Kind Benefits with a value equal to such difference have been accepted, provided that the maximum value of In-Kind Benefits shall not exceed $2 million for any year, unless otherwise agreed to in writing by the WHLDC and CU. CU shall continue to make available the In-Kind Benefits in the manner prescribed herein and the Term shall be extended for all provisions of this CBA related to the In-Kind Benefits until the full $20 million in In-Kind Benefits has been provided or December 31, 2045, whichever occurs first. As used in this Section II.E. "value" shall mean the market value of the In-Kind Benefits.

2. The WHLDC has identified certain existing and future CU facilities, services and amenities, which it believes will enhance the needs of the community as In-Kind Benefits that are set forth in this CBA. However, the In-Kind Benefits are not limited to those described in this CBA. Each request or proposal for such facilities and services will be reviewed under the process described below.

3. Consistent with the WHLDC's goal to offer the community a package of In-Kind Benefits during each year of the Term, CU and the WHLDC shall meet annually during the Term (including as such Term may be extended pursuant to Section II.E.1 above) to discuss opportunities and review requests for In-Kind Benefits for CU's coming fiscal year.

4. Following such meetings, CU shall promptly and in good faith determine its ability to provide the In-Kind Benefits requested by the WHLDC and the value of such In-Kind Benefits. CU shall provide the WHLDC with a written proposal describing the manner in which the In-Kind Benefits will be made available and an explanation of the basis for the value determination, including a statement of the historic value of the In-Kind Benefits requested. The WHLDC acknowledges that CU has stated that prior to completion of New Buildings, space at the CU Campuses is very limited.

5. If, following receipt of CU's description and value determination, the WHLDC determines to proceed with a requested In-Kind Benefit, upon the written acceptance of CU's proposal and value determination by the WHLDC,
CU shall make available such In-Kind Benefit in the manner described in the proposal and the value so determined will be deducted from the $20,000,000. The WHLDC may in its discretion accept or reject an In-Kind Benefit before it has been made available. Once a proposal has been accepted in writing, it may not be modified or rejected except in writing signed by both Parties.

6. CU understands that there are certain In-Kind Benefits that the WHLDC may wish to continue for a period of years and others that may be time-limited or initiated as a pilot program. Each In-Kind Benefit will be estimated by CU accordingly.

7. CU shall maintain a record of the In-Kind Benefits made available, their value, and the cumulative total. CU shall provide this record on a quarterly basis to the WHLDC, and the WHLDC shall furnish any objections within 30 days of receipt of such record. Each year CU shall submit a summary report to the WHLDC listing the In-Kind Benefits that have been made available to date and their value and the In-Kind Benefits agreed for the coming year and their value.

8. CU's sole obligation with respect to the delivery of In-Kind Benefits shall be to make available facilities, services and amenities in the manner accepted by the WHLDC as described above. CU shall not, under any circumstances, be obligated to provide any cash benefit to the WHLDC or any other party in connection with or in lieu of any In-Kind Benefit(s). CU shall have no liability for the WHLDC's failure to accept any In-Kind Benefit or to accept a total $20,000,000 in In-Kind Benefits during the Term.

F. CBA Programs and Goals.

1. Consistent with the foregoing, the WHLDC has identified proposed programs, goals and commitments to benefit the Local Community (the “Community Benefits”) in the areas of (a) housing, (b) employment and economic development, (c) education, (d) environment, (e) transportation, (f) arts and culture, (g) community facilities, and (h) historic preservation. The Community Benefits are described in Sections III through Section X of this CBA.

2. As more fully set forth below, certain of these Community Benefits are provided for in the Governing Documents. Others are commitments by CU to adopt new, or modify existing, policies or procedures, and others represent the ideas of the WHLDC as to proposed programs or goals the Local Community may want to create or support through the Benefits Fund or obtain access to through CU facilities, services or amenities as In-Kind Benefits.

3. The Governing Documents represent the binding obligation of CU to State and local governmental authorities in connection with the Project. As such, all Community Benefits included in this CBA that are provided for in the Governing Documents shall be governed solely by the Governing Documents, as modified or amended from time to time, enforceable solely by State and/or local governmental
authorities in accordance with their terms. The WHLDC shall have the right to express concerns about CU’s implementation of the Governing Documents as described in Section XIII.G. below.

4. CU acknowledges that the WHLDC was instrumental in identifying many of the Community Benefits provided for in the Governing Documents and that CU’s delivery of such Community Benefits is important to the WHLDC in connection with the Project.

5. No Community Benefit explicitly provided for in the Governing Documents shall be charged or deducted against the Benefits Fund or the In-Kind Benefits. CU shall provide to the WHLDC any publicly available reports provided to the City or State regarding the implementation of the Governing Documents.

6. All references in this CBA as to specific uses of the Benefits Fund and specific In-Kind Benefits are intended to express certain goals and represent examples of how the Benefits Fund may be used or In-Kind Benefits that may be provided. Such examples are non-binding, with the exception of Section III.N. Programs and Capital Improvements for Grant Houses and Manhattanville Houses.

7. In the spirit of CU’s acknowledged intent to collaborate with the WHLDC as set forth in the recitals of this CBA, CU shall make available to its academic departments in the CU graduate schools, including the School of the Arts, the School of Business, the Fu Foundation School of Engineering & Applied Science, the Graduate School of Architecture, Planning & Preservation, and the Law School, information provided by the WHLDC related to the creation of internships in order to encourage graduate students and their advisors to support local businesses and the arts community.

8. The allocation and use of all portions of the Benefits Fund shall be subject to the approval of the WHLDC in all instances.

9. All In-Kind Benefits shall require the mutual agreement of CU and the WHLDC under the process described in this Section II.E above.

G. Advice and Guidance

1. In recognition that this CBA describes certain long-term relationships among CU, the WHLDC and the community that are intended to allow the community to implement a series of interconnected programs and to sustain program development and growth over time, CU has in various provisions of this CBA committed to provide advice and guidance in a range of areas. In addition to matters where CU has agreed to provide advice and guidance as described in this CBA, the WHLDC may during the Term request advice and guidance from CU on other matters of importance to the WHLDC subject to the provisions of
this Section II.G. Advice and guidance shall generally mean meetings or phone calls in response to specific requests by the WHLDC and shall not require CU to prepare written materials, incur out of pocket expenses, retain consultants or hire employees.

2. The WHLDC understands that CU's ability to provide such advice and guidance is wholly dependent on the availability of relevant expertise within CU and that CU has no ability to compel its faculty to provide such expertise. If the WHLDC desires CU to provide advice or guidance in any program area described in this CBA or other program areas, the WHLDC's Designated Representative shall contact CU's Designated Representative who will in good faith take steps to make available the advice and guidance being sought, which includes facilitating discussions between the WHLDC and CU personnel who have the desired expertise.

3. If appropriate, a program in connection with which CU has provided advice and guidance may become a program which becomes an In-Kind Benefit under the process described above or a program the WHLDC desires to support through the Benefits Fund.

4. Notwithstanding the foregoing, the WHLDC shall have no right to dispute, mediate, arbitrate or otherwise dispute CU's determination of its ability to provide requested advice or guidance, or the manner in which advice and guidance is provided.

H. Demonstration Community Public School

1. Purpose. The WHLDC and CU are committed to the establishment of a high performing neighborhood NYCDOE public school serving the youth of West Harlem that demonstrates best practices in classroom methods and pioneers innovative teaching techniques, materials and technologies. The Parties aspire to a public school that will support family development and be a community school in the sense that it will associate other services such as after-school programming, community educational programming and a professional development hub, among others, serving the residents of CD9 (hereinafter defined as the “Demonstration Community Public School”). CU has committed to support the Demonstration Community Public School through $30 million of value as described below.

2. Development of the Demonstration Community Public School. As Teachers College is a recognized leader and innovator in the field of education, the WHLDC and CU sought the assistance of the leadership of Teachers College to make the Demonstration Community Public School a reality. Teachers College has agreed to work with the community and the NYCDOE to develop the school in CD9, but if not in CD9 then in another suitable location that serves the students of CD9 as approved by the WHLDC.
(a) Attached as Exhibit II are: (i) a letter dated March 3, 2009 from Susan Fuhrman, President of Teachers College to President Bollinger of Columbia University regarding the demonstration community public school; (ii) a letter dated December 17, 2007 from Susan Fuhrman to Joel Klein, Chancellor of the NYDOE regarding the school; and (iii) a letter dated April 16, 2009 from Joel Klein to Susan Fuhrman.

(b) The WHLDC understands that the $30 million value, described in the MOU, shall be tendered through a combination of services, expertise and other resources from Teachers College to develop and support the Demonstration Community Public School. CU shall maintain a record of the services, expertise and other resources provided to the Demonstration Community Public School, their market value, and their cumulative total. CU shall provide this record on an annual basis to the WHLDC. Each year CU shall submit a report to the WHLDC summarizing the services, expertise and other resources that have been made available to date and their market value, including an explanation of the basis for the value determination.

(c) Unless otherwise mutually agreed, if by December 31, 2015, operation of the Demonstration Community Public School has not commenced, CU and/or Teachers College shall provide services, expertise and other resources to public schools in CD9 and the Term shall be extended for all provisions of this CBA related to the Demonstration Community Public School until such time as the cumulative market value of such services, expertise and other resources reaches $30 million or December 31, 2045, whichever occurs first.

(d) If by the end of the Term (including as such Term may be extended pursuant to Section II.H.2(c) above) the combination of services, expertise and other resources provided to the Demonstration Public School and/or to other public schools in CD9 does not total a cumulative market value of $30 million, CU shall, as it determines, either (i) agree to extend the Term of this CBA with respect to carrying out its obligations under this Section II.H. or (ii) provide the Demonstration Community Public School with a one-time payment equal to the difference between the cumulative market value of the services, expertise and other resources that have been provided and $30 million.

3. Acknowledgment. The WHLDC understands and acknowledges that (a) the Demonstration Community Public School will be a New York City public school and not a charter school, established and approved by the New York City Department of Education, (b) Teachers College is a separate corporation from CU, with its own Board of Trustees, President and staff, and (c) CU shall have no obligation or liability in connection with the Demonstration Community Public School other than as expressly provided in this Section II.H.
III. HOUSING

A. **Purpose.** The preservation, rehabilitation, and creation of sustainable affordable housing units within CD 9 will help to continue a successful urban environment in West Harlem.

B. **Eminent Domain.** CU agrees that it will not ask the ESDC to exercise its eminent domain powers to acquire residential properties or churches in the Project Area. CU understands that the ESDC will monitor CU's activities as it relates to residential relocations from the Project Area.

C. **NYCHA Housing.** CU shall not initiate or participate in any action to privatize Grant Houses or Manhattanville Houses.

D. **Affordable Housing Fund.** See Section II.C.

E. **Housing.** The Affordable Housing Fund is intended to provide a range of flexible and affordable financing products to community-based and private developers and to leverage other sources of public and private debt, equity and subsidy for the development and preservation of affordable housing. Financing products could include below-market acquisition loans, land write-down grants, capital improvement loans, working capital for pre-development, flexible gap financing for preservation transactions, homebuyer assistance loans and senior citizen capital grants and low interest loans. The WHLDC acknowledges that CU will not control the Affordable Housing Fund, and the WHLDC will coordinate with the appropriate designee of the Fund.

F. **Housing Legal Assistance.** See Section II.D.

G. **Existing Housing.** As described in the GPP, CU shall work with the appropriate government agencies and not-for-profit entities, as well as tenants, to provide for the lawful relocation of Residential Tenants to equal or better apartment units on equal or better terms in accordance with the procedures set forth in the Governing Documents. Nothing contained in this CBA shall be deemed to limit or expand CU’s obligations for relocation assistance required under State law.

H. **Columbia-Owned Housing.**

1. As stated in the Restrictive Declaration dated November 26, 2007: Consistent with the FEIS and the Technical Memorandum, CU shall construct no fewer than 822 units of University housing in the Project Area pursuant to the Academic Mixed-Use Development Plan. (Restrictive Declaration, Section 3.02(a)(vii)).

2. As described in the Restrictive Declaration, CU will create a program to provide incentives for CU employees to live outside CD9.

I. **Affordability Targets.** To preserve and protect residents currently residing in CD 9, the WHLDC believes that units created or preserved by the Affordable Housing Fund
should be created based on the programmatic income targets for affordability set forth in the CB 9 197-a Plan attached hereto as Exhibit B, provided that such targets are consistent with New York City housing policy. The WHLDC acknowledges that CU will not control the Affordable Housing Fund, and the WHLDC will coordinate with the appropriate designee of the Fund.

**J. Priority Status.** The WHLDC believes that priority for the use of funds from the Affordable Housing Fund should be given to projects in CD9 and then Community Districts 10, 11 and 12. The WHLDC acknowledges that CU will not control the Affordable Housing Fund, and the WHLDC will coordinate with the appropriate designee of the Fund.

**K. Fundraising (Leverage).** Upon request of the designated representative of the Affordable Housing Fund, CU shall provide advice and guidance to the WHLDC as the WHLDC makes applications that seek additional funding to leverage the Affordable Housing Fund from foundations, not-for-profit organizations, other private and public entities, and the City, State and Federal governments for the preservation, rehabilitation, construction and sustainability of affordable housing units in CD 9. Such funds shall be able to be used for purposes consistent with the terms of the Governing Documents. Under no circumstances shall CU be asked to use its own credit in any way, directly or indirectly, in connection with any borrowings or guarantee any indebtedness. The WHLDC acknowledges that CU will not control the Affordable Housing Fund, and the WHLDC will coordinate with the appropriate designee of the Fund.

**L. CU and Local Community Pilot Bulk Purchasing Program.** CU will provide advice and guidance regarding a pilot program initially focused on strategies for fossil fuel purchasing for residential buildings. The WHLDC will administer the program which will focus initially on HDFCs and other low-income buildings. Such pilot program could also endeavor to provide a clearinghouse of maintenance providers and might allow not-for-profit residential building owners from within CD9 the opportunity to utilize such services in coordination with CU. Services might include the development of “greening measures,” economy of scale programs for purchasing in areas such as fuel, and building supplies and materials.

**M. Pre-Development Grants and Studies.** Subject to appropriate approvals, a portion of the Affordable Housing Fund may be used for early stage capital for pre-development stages of affordable housing, including environmental, architectural and planning costs. The WHLDC acknowledges that CU will not control the Affordable Housing Fund, and the WHLDC will coordinate with the appropriate designee of the Fund.

**N. Programs and Capital Improvements for Grant Houses and Manhattanville Houses.** The WHLDC is committed to improving the quality of life for the residents of Grant Houses and Manhattanville Houses. At least $3,000,000 of the Benefits Fund shall be used to implement capital and program needs of Grant Houses and Manhattanville Houses in coordination with the residential leadership and with the consent of NYCHA. To the extent possible, the WHLDC shall work to leverage such amounts to the extent possible with City, State and Federal money. The WHLDC acknowledges that CU will not control the Benefits Fund and shall have no obligation or other responsibility with respect to its disbursement.
O. **Resource Center for the HDFC Community.** A portion of the Benefits Fund may be used to provide grant funding to create, provide and maintain an accessible bi-lingual HDFC Resource Center that shall be established to support and preserve the HDFC community and other properties. The center would provide education, advocacy, information and technical assistance to CD 9’s HDFC cooperatives and other properties.

P. **Housing Advocacy and Legal Services Clinic.** The WHLDC believes that a portion of the Affordable Housing Fund could be used to create, provide and maintain a broad range legal services and housing advocacy clinic for the Local Community. The clinic could provide education, technical and legal support to tenant groups and/or Local Residents and shall represent local tenants in eviction and/or other housing proceedings. The Clinic may provide a housing analyst who may advise, advocate and suggest implementation options on housing policy matters. CU shall post opportunities identified by the WHLDC at CU’s Center for Career Education, CU Business School and CU Law School for currently enrolled business and law students to provide business, accounting, managerial assistance and housing advocacy services to local homeowners and residents, not-for-profit corporations and community groups on a volunteer basis. The WHLDC acknowledges that CU will not control the Affordable Housing Fund, and the WHLDC will coordinate with the appropriate designee of that fund.

IV. **EMPLOYMENT AND ECONOMIC DEVELOPMENT**

A. **Purpose.** CU expects the Project to generate new local jobs and economic opportunities for the benefit of the Local Community. This will require the training, referral and hiring of Local Residents, minorities and women and the participation of Local businesses in the Project.

B. **Wages & Benefits.** During the Term, CU shall pay all CU Project Employees a Living Wage. CU shall make reasonable efforts to encourage Service Providers to pay a Living Wage to their employees working in the Project Area. CU will provide the same health insurance benefits to CU Project Employees as it provides to other CU Employees in similar positions. This provision shall not give rise to an individual cause of action that does not already exist under the law.

C. **Earned Income Tax Credit.** CU shall inform its eligible Employees and shall encourage all Service Providers to inform their employees working in the Project Area of the availability of the federal Earned Income Tax Credit, including by providing written information and related forms to employees.

D. **Project Workforce.** CU and the WHLDC are committed to robust representation of M/W/L construction trade persons to build the Manhattanville, West Harlem Project. Reflective of CU’s commitment to this objective, CU will use good faith efforts towards a goal to have the construction workforce composed of 50% M/W/L over the life of the Project. In particular, CU and the WHLDC recognize that the hiring of qualified Local Residents is of the utmost priority in connection with the Project and agree to work together toward that goal. To this end CU, through its Construction Manager, is negotiating a PLA with an unprecedented target of 40% M/W/L workforce, more fully described below, for an initial term of 7 years. In successive extensions of the PLA, CU will aspire to increase the stated
workforce goal in cooperation with the Building and Construction Trades Council of Greater New York. The WHLDC will, however, consistent with its own commitment to increase employment opportunities for local residents, use good faith efforts to support the workforce objective. CU agrees that it will undertake the efforts described below to expand opportunities for Local Residents to obtain apprenticeship positions and join Unions as described below:

1. PLA Pre-Apprenticeship. Subject to and consistent with agreements with the NYC Building and Construction Trades Council, CU shall make good faith efforts to cause its CM to negotiate in the PLA (i) a local membership registry with the Unions that are a party to the PLA to establish priority status to recruit and train Local Residents in pre-apprenticeship and apprenticeship programs; (ii) a goal for Unions to fill at least thirty-five (35) per year Union pre-apprentice positions for work to be performed on any worksite in the City during Phase I Site Development with Local Residents; and (iii) a goal for unions to accept referrals from the Center. The CM shall encourage Unions to give Local Residents priority in consideration for recruiting and hiring to the extent permissible by laws including laws related to unlawful discrimination. The same requirements shall apply to Phase II Site Development. CU shall work with the Consortium for Worker Education and existing pre-apprenticeship programs such as Non Traditional Employment for Women (NEW), the Edward J. Malloy Construction Skills 2000 Program and other Pre-Apprenticeship programs approved by the New York State Labor Department and recognized by participating unions to facilitate training and employment opportunities for Local Residents. Local Residents will be referred through the Center to appropriate Pre-Apprenticeship training programs.

2. Non-Construction Training. At the request of the WHLDC, CU shall provide advice and guidance to the WHLDC regarding job readiness training and targeted technical skills training for Local Residents in order to broaden the employment opportunities available to Local Residents within the Project Area. CU, through the Center, may identify, design, and/or disseminate the syllabus for any of these training programs.

3. Targeted Hiring Requirements. CU shall use good faith efforts to achieve certain hiring goals in the Project Area with respect to Local Residents, as more particularly set forth below, during the construction period(s), and shall use commercially reasonable efforts to achieve certain hiring on CU Campuses, with respect to non-construction obligations set forth in this CBA.

4. Construction Work. The Parties acknowledge that: (i) the construction shall be managed by a CM; (ii) that the CM shall negotiate contracts with all relevant construction trade labor representatives and subcontractors and that these contractual arrangements shall be governed by the PLA. CU shall use good faith efforts to cause the CM to include the following target goals in the PLA or in the CM's contracts or subcontracts, as the case may be:
(a) Commencing as of the date of the issuance of the first demolition permit or excavation permit, whichever comes first, in the Project Area, the goal shall be that at least thirty-five percent (35%) of the total dollar value of Phase I Site Development subcontracts governed by the PLA will be awarded to M/W/LBE, provided, however, that the Parties acknowledge and agree that the use of specialty Construction Services and related construction materials shall be excluded from the provisions of this paragraph. Such percentage shall be calculated in the aggregate at the end of Phase I Site Development. CU shall provide bi-annual reports to the WHLDC with respect to the status of the target set forth in this Section IV.D.4, beginning on the date that is twelve (12) months after the Effective Date; and

(b) Commencing as of the date of the issuance of the first demolition permit or excavation permit, whichever comes first, in the Project Area, the goal shall be that at least forty percent (40%) of the Project Area Construction Workforce (i.e., individuals employed by construction contractors and subcontractors) employed on site pursuant to the contracts will be qualified M/W/L; provided, however, that the Parties acknowledge and agree that the use of certain Specialty Construction Services and related construction materials shall be excluded from the provisions of this paragraph. With respect to employment of qualified Local Residents, and to the extent that such preferences would not give rise to the potential for legitimate claims of unlawful discrimination, in recognition that the hiring of qualified Local Residents is of the utmost priority, CU shall use good faith efforts to cause its CM to include provisions in the PLA that provide that qualified Local Residents will be given priority in interviewing and hiring for employment opportunities with such contractors and subcontractors.

(c) As stated in the GPP: Columbia would adhere to or exceed the requirements of ESDC’s non-discrimination and affirmative action policies during the construction of the Project, unless to do so would conflict with applicable law or Columbia’s obligations under collective bargaining agreements. Columbia has agreed that its affirmative action policy would also apply to the Project. Columbia’s policy encourages local business participation generally within the area covered by the Upper Manhattan Empowerment Zone and sets goals of 25% MWL business enterprise participation and 40% MWL work force participation in construction activities. (GPP, Section Q, page 51).


(a) CU shall, with respect to contracts for goods and services awarded by CU to Service Providers in the Project Area, include goals for hiring M/W/LBE, as set forth herein. CU will establish a target goal of at least thirty-five percent (35%) of the total dollar value of non-construction
contracts (excluding academic and research contracts), throughout the life of the Project for M/W/LBE, provided, that, for purposes of this target, “Local” shall include the five (5) boroughs of New York City.

(b) CU shall use good faith efforts to hire Local Residents with priority to CD9 for at least thirty percent (30%) of CU employees in the Project Area after construction. For these purposes, the calculation of the number of CU employees shall exclude Officers and Instructional and Research staff.

(c) The WHLDC shall advise CU with respect to available methods for CU to notify the Local Community of projected CU job positions on all campuses in advance of particular hire dates (“Job Availability Information”). CU shall, to the extent reasonably possible, implement the methods suggested by the WHLDC with respect to such notification.

(d) CU shall issue a report regarding the then current status of the M/W/LBE targets set forth in this Section IV.D.5 within six (6) months after the issuance of a Certificate of Occupancy for the first New Building in Phase I Site Development and every twelve (12) months thereafter for a period of ten (10) years. Calculation of the target percentages set forth in Paragraphs IV.D.5(a) shall be cumulative and made in the aggregate for all contracts.

(e) CU shall issue a report regarding the then current status of the M/W/LBE targets set forth in this Section IV.D.5 within a reasonable time after the completion of Phase I Site Development. Calculation of the target percentages set forth in this Section IV.D.5 shall be cumulative and made in the aggregate for all contracts.

(f) Through the Center, CU shall make available to the Local Community information about job openings on all CU Campuses. CU shall include in its hiring guidelines and on its hiring forms a statement that CU is committed to hiring qualified Local Residents.

(g) Under the In-Kind Benefits process described in Section II.E of this CBA, the WHLDC may request that CU coordinate with appropriate non-profit, federal, State and private organizations and institutions that assist individuals from Special Population groups in identifying appropriate workforce readiness programs, GED preparation, and workforce training programs. CU shall consider candidates who successfully complete such programs for employment by CU, provided, however, that in no event shall CU be obligated to hire an individual who does not satisfy the applicable job requirements. All decisions to hire or terminate an Employee shall be in CU’s sole discretion.

E. Retail Businesses.
1. As stated in the GPP: Columbia would market no less than 12,000 GSF of small format retail space (up to 2,500 GSF) on the Project Site for local entrepreneurs and existing local businesses. Priority shall be given to any businesses displaced by the Project that are in compliance and good standing with their lease terms. When feasible, Columbia would implement the retail strategy that it currently uses in Morningside Heights and will use good faith efforts to reach agreements with on-site retailers, and with businesses compatible with Columbia and community rebuild needs, provided reasonable economic terms can be agreed upon with such businesses. (GPP, Section N(3)(x), page 47)

2. In addition to its commitment in the GPP (set forth in Section IV.E.1. above), CU further agrees that it shall market no less than an additional 3,000 GSF of small format retail space (up to 2,500 GSF) in each Phase of the Project, for a total of 6,000 GSF in the Project Area for Local Residents and existing businesses within CD9. Priority shall be given in both Phases to any business in Tier I or displaced from the Project Area, whose business is appropriate for the space available and in good standing under its lease at the time the space is offered, or with respect to a displaced business, at the time such business last held a lease for retail space. When feasible, CU shall implement the retail strategy that it currently uses in Morningside Heights and shall use good faith efforts to reach agreement with onsite retailers, and with businesses compatible with CU and community needs, provided reasonable economic terms acceptable to CU can be agreed upon with such businesses.

F. Business Development and Assistance. In order to provide opportunities to M/W/LBE to foster their development and growth in the immediate vicinity of the Project Area, CU shall use good faith efforts to do the following:

1. At the request of the WHLDC, CU shall provide advice and guidance to the WHLDC regarding ways small businesses in the Local Community can satisfy bonding requirements. To the extent an employer is unable to waive bonding, a portion of the Benefits Fund may be used to underwrite the bonds.

2. CU acknowledges the importance of facilitating the integration of the Project Area with the existing neighborhood and community and of existing residents and the newly projected population.

(a) CU shall require its street level tenants on Broadway, West 125th Street and 12th Avenue in the Project Area to (i) design in accordance with Section 104-41 of the Zoning Resolution of the City of New York, as applicable, and utilize their respective space for active use as permitted by Section 104-16 of the Zoning Resolution of the City of New York and (ii) use commercially reasonable efforts to make their space accessible and open to the public during reasonable hours, so long as such accessibility is consistent with such tenant’s use.
(b) As provided in the Zoning Resolution, CU shall cause all paved areas within open areas (as set forth in the Zoning Resolution) to be illuminated as required by Section 104-432 of the Zoning Resolution.

3. CU shall use good faith efforts to unbundle (i.e., divide into smaller bid packages) certain sections of the Construction Work to increase participation by M/W/LBEs.

4. A portion of the Benefits Fund may be used to provide funds for M/W/LBE to guarantee capital and/or loans.

G. Job Readiness and Training.

1. As stated in the GPP: Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, Columbia would provide up to $750,000 to fund and support the design, development and implementation of industry response (skills-based) education and workforce development training. Materials to be developed would include competency based curriculum, assessment strategies, recommendations for textbooks, instructional aides, delivery strategies and include implementation training for service providers. (GPP, Section N(3)(u), pages 46-47)

2. Upon the request of the WHLDC, CU shall provide advice and guidance to the WHLDC regarding job readiness training and targeted technical skills training for Local Residents to broaden the employment opportunities available to Local Residents.

H. Career and Business Center ("Center"). [NAME OF CENTER TBD]

1. As stated in the GPP: Columbia is already operating the Columbia University Employment and Career Center, which would be maintained and enhanced to create the Community Information, Opportunities and Resources Center (the "Center"). The Center would be located on the site where the existing Columbia University Employment and Career Center is located, or in a location in or near the Project Site. The Center would commence full operation with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, and continue operation for a 25-year period from commencement of full operation of the Center. The Center would provide information and resources to enable local residents and businesses to receive prompt notification of business opportunities and available jobs at Columbia, to learn about construction schedules, safety and mitigation, and to receive information about community-oriented service programs (i.e., technical assistance, clinics, mentoring, volunteerism). The Center would provide bilingual services and would be staffed, in part, by persons devoted exclusively to serving as liaison with the community with respect to the obligations incurred by Columbia in connection with the Project. The estimated annual minimum value of maintaining the Center would be $325,000. Columbia would collaborate with
appropriate organizations to develop and maintain the Center which would provide, among other things, the following services:

(a) Provide access to Columbia job listings with detailed descriptions of job qualifications, including a regularly updated information hotline to provide callers with information relating to Columbia employment opportunities and will provide continuing counsel and assistance to local residents seeking employment at Columbia.

(b) Coordinate Columbia resources with (i) appropriate job training centers, (ii) City, State and Federal agencies and (iii) other educational institutions and organizations to provide bilingual referral information regarding services for small businesses, leasing space from Columbia and facilitating access to integrated support services.

(c) Identify and provide referrals to training programs and classes in areas such as the skilled trades, administrative support, technology, management, and administration, and where feasible, coordinate with State and City education programs and institutions in the administration of such programs.

(d) Coordinate and host job fairs and job training/job readiness in the community.

(e) Assist local residents in the identification of business, education, training, and career opportunities that provide opportunities for hands-on learning, and competency based instruction based on industry standards. Such programs would include one group session per month where up to 40 persons per session will receive

(i) Referrals for skills training, internships and work-based learning opportunities at Columbia and through community-based organizations supported by Columbia.

(ii) A catalog of Columbia community outreach programs.

(iii) Access to work-based learning programs for high school students, high school dropouts, individuals transitioning from welfare-to-work, individuals with special needs, and veterans.

(f) The Center would include information about construction schedules, safety and mitigation for the Project. Columbia would also provide a community alert system to notify subscribers about construction issues and a 24-hour hotline to provide callers with information about construction activity and employment opportunities related to the Project.

(GPP, Section N(3)(y), pages 48-49)
2. As stated in the GPP: Columbia would create a “one-stop” center where community members may receive information on Columbia’s community programs and Project commitments. Columbia would set up a 24-hour hotline on construction activities, along with an alert system to notify subscribers about such activities. (GPP, Section R(2)(b), page 55)

3. Also in connection with the Center:

(a) CU shall maintain the Center in a manner that is visible and accessible to Local Residents.

(b) CU shall supply the Center with reasonably necessary resources, including access to administrative and technical support to execute the responsibilities of the Center.

(c) The Center shall maintain and report, on an annual basis, the following data: the number of community residents (i) utilizing the services of the Center, (ii) referred to and placed in jobs at CU, (iii) referred to government, community based, CU or WHLDC education and job training programs, and (iv) participating in Job Fairs.

(d) CU shall encourage Service Providers and local retailers to list all job openings in the Project Area through the Center, and will maintain at the Center an electronic and hard copy listing of all such available positions that would be available to job seekers. CU shall provide a copy of the listing to CB9. The listing shall be maintained in a manner necessary to collect information from Service Providers and provide information to job seekers.

(e) CU shall encourage Service Providers and local retailers to seek applicants for job openings in the Project Area from Local Residents. CU shall maintain an electronic and hard copy listing at the Center with resumes and other information provided by Local Residents who are seeking employment. CU shall notify local Service Providers of the listing and make it available to them. The listing shall be maintained in a manner necessary to collect information from job seekers and provide information to Service Providers.

(f) At the request of the WHLDC, CU shall provide advice and guidance with respect to academic and career assessment predicated on posted competencies required for both CU and external career opportunities.

4. CU shall include in its standard RFP templates (i) a statement indicating that CU is committed to the hiring of qualified Local Residents when possible and (ii) a question seeking information about the vendor’s record and practices in that regard.
5. As stated in the GPP: Columbia has, in partnership with the New York City Department of Small Business Services ("NYC SBS"), implemented a program to develop the capacity of Minority, Women, and Local ("MWL") construction firms such that they would be able to manage larger contracts including construction trade work on the proposed Project. The pilot program was initiated in January 2008. The program will require approximately one year of classroom training conducted by the NYC SBS supplemented by up to one year of mentoring by senior executives and construction project managers from Columbia. Firms sponsored by Columbia will also receive actual project bid opportunities during their one-year of training. While this is a pilot program, if it is successful Columbia will match funding of government and private sector partners up to $250,000 per year for five years so that Columbia’s participation in the program can be continued and, if feasible, expanded. (GPP, Section N(3)(s), page 46).

6. A portion of the Benefits Fund may be used for a Small Business Incubator which will enable emerging and existing small not-for-profit organizations with access to office and meeting spaces.

I. Technical Support from CU Graduate Students. At the request of the WHLDC, CU shall post opportunities identified by the WHLDC at CU's Center for Career Education and CU Business School for: (i) CU-enrolled MBA students to provide pro bono technical advice and business consulting services to local businesses and entrepreneurs, consistent with other internships for MBA students; (ii) Columbia-enrolled Real Estate program students to provide advice and consulting services to WHLDC on land use, development, and property issues consistent with other internships for Real Estate program students; and (iii) any other graduate program that would offer technical assistance to businesses located within the West Harlem community.

J. CU Agreements. To the extent that a CU Collective Bargaining Agreement may differ with respect to various Employees, the applicable Collective Bargaining Agreement shall govern. Nothing herein obligates CU to breach or modify any existing contracts, including Collective Bargaining Agreements or to include any provision or commitment in any future Collective Bargaining Agreement.

V. EDUCATION

A. Purpose. CU’s Manhattanville Project provides an opportunity to create an innovative urban academic campus that enhances educational opportunity in the broader community. The WHLDC intends to work toward the goals of: (a) improving academic outcomes for children in early childhood, pre-school, primary, middle and high school; (b) at least doubling the percentage of students in the Local Community who attend college from 20% to 40%; and (c) improving outcomes for adults in education, training and vocational programs.

B. School Partnership. CU shall create a survey of educational programs and services existing in or as part of the local public schools located in CD9 in order to assess the need for future development and/or implementation or expansion and replication of these
existing or new programs in order to emphasize scholarship and provide enhanced learning opportunities. This survey shall be provided to the WHLDC by the end of calendar year 2009.

C. **Existing Programs.** Under the In-Kind Benefits Process, the WHLDC may submit a proposal requesting CU to expand funding for any of the following CU programs within CD9: Double Discovery, the Fu Foundation School of Engineering and Applied Sciences’ Center for Technology, Innovation and Community Engagement (“CTICE”), the Urban Technical Assistance Project and Community Impact. In addition, at the request of the WHLDC, CU shall provide advice and guidance to the WHLDC in connection with the WHLDC’s advocacy for the expansion of vocational programs in the New York City public schools and community based programs funded under the Workforce Investment Act.

D. **Curriculum.** CU will support any request by the WHLDC to the NYCDOE that curriculum developed for the NYCDOE and used in the Project Area be made more broadly available in Tiers I, II and III.

E. **Internships.**

1. As stated in the GPP: Commencing with Final Approval, but not commencing earlier than 2010, Columbia would create a pilot program for up to fifteen summer internships per year for high school students with one-third selected from the local community and two-thirds from the new Math, Science and Engineering High School to support the academic and research interests of students. The program would begin with five students from the local community and add ten students from the new High School when current students reach the upper grades and qualify for such an internship. The internships would initially take place in existing Columbia facilities and would move to the new Academic and Academic Research buildings proposed within the Project Site when constructed. After five years the program would be reviewed by leadership of the High School and Columbia with the intent of modifying, extending the size and/or renewing the program upon mutual agreement. (GPP, Section N(3)(k), page 44).

2. The WHLDC’s goal is to make available an additional ten CU-based summer internships for youths in CD9. CU shall determine to what extent government (Federal, State, City) or other funding is available to support such additional internships. To the extent that such funding and appropriate opportunities are available, CU shall provide additional internships on the same terms as described above. To the extent full funding is not available for the internships, CU shall notify the WHLDC of the cost and the WHLDC may determine to use the Benefits Fund to support such additional internships.

F. **Mind, Brain, Behavior K-12 Education Center.** As stated in the GPP: Columbia would locate within the proposed Jerome L. Greene Science Center, to be constructed in Phase I, Stage 1, an Education Center to educate the community about diseases that affect the mind and brain as well as the advances being studied by Columbia faculty and researchers. The Center would encourage and design programs for local elementary, junior high school, and high school students. The Center would commence operation upon issuance of the TCO for the
Jerome L. Greene Science Center and operate for a 25-year period from commencement of full operation. (GPP, Section N(3)(a), page 41).

G. Mind, Brain, Behavior Public Outreach Center.

1. As stated in the GPP: Columbia would locate within the proposed Jerome L. Greene Science Center a Screening and Education Center for community outreach. The purpose of the Screening Center would be to provide stroke awareness lectures and free blood pressure and cholesterol screenings. The Center would commence operation upon issuance of the TCO for the Jerome L. Greene Science Center and operate for a 25-year period from commencement of full operation. (GPP, Section N(3)(b), page 42)

2. CU shall annually target community outreach for the Screening and Education Center to CD9 and shall operate the Screening Center, including the referral process consistent with applicable law and regulatory and protocols customary for medical screening centers.

H. Pilot Jobs to GED Program. Subject to and consistent with fair labor practices, CU shall create a Pilot Jobs to GED Program. Participants must satisfy job requirements when hired, with the exception of having their High School Diploma or GED, but must obtain their GED within two years in order to continue in such position.

I. Research.

1. Published research gathered by the Center which focuses on extending learning opportunities and improving the capacity of teachers in the public schools located in CD 9 shall be made available, through the Center, for use by the WHLDC, public schools, community organizations and other relevant entities. In such cases when the research is funded or owned by a third party, their permission may be required to disseminate to the community.

2. As stated in the GPP: Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, Columbia would provide up to $750,000 to fund and support the design, development and implementation of industry response (skills-based) education and workforce development training. Materials to be developed would include competency based curriculum, assessment strategies, recommendations for textbooks, instructional aides, delivery strategies and include implementation training for service providers. (GPP, Section N(3)(a), page 46).

3. A skills projection and action report shall be conducted with a portion of the $750,000 described above. The action report, which would be prepared to facilitate CU’s assessment of effective training programs, apprenticeships and educational opportunities it anticipates could be made available to the Local Residents as the campus expansion proceeds. Upon request, but subject to
applicable privacy and legal restraints, these projections, action reports and updates, would be made available to the WHLDC.

4. CU’s Office of Government and Community Affairs, or other appropriate office, shall each Spring provide opportunities for interested members of CU’s academic community to meet with members of the WHLDC to discuss ways in which research might help support the activities and priorities of the WHLDC.

J. Pre-School.

1. By the end of calendar year 2009, CU shall provide to the WHLDC a current listing of and contact information for Early Childhood childcare providers that are invited to participate in CU’s annual Childcare fair.

2. Upon the request of the WHLDC, CU shall provide advice and guidance to the WHLDC in identifying existing CU programs that address health and parenting education issues for families in CB9.

K. Education Outreach.

1. As stated in the GPP: Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, Columbia will initiate a targeted outreach, in partnership with community based organizations, to identify and engage disconnected youth in the community, ages 16-24 who have not completed high school or obtained a GED, in order to enroll them at no cost in existing New York City Department of Education high school programs or GED programs operated by community partners. Upon completion of a high school diploma or GED, youth will be referred for skills training, internships and work based learning opportunities through community based organizations. For youth successfully completing the GED program, Columbia will make a good faith effort to place qualified youth in University positions. To ensure coordination of program and placement services CU will fund a position to coordinate program and placement efforts. The program will be reviewed by Columbia and the Independent Monitor after eight years and, if effective, will be continued, subject to subsequent reviews of effectiveness for 25 years from commencement. (GPP, Section N(3)(o), page 45).

2. Upon the request of the WHLDC, CU shall provide advice and guidance to the WHLDC in identifying strategies to address the school dropout problem. Some currently existing programs that have developed innovative strategies include those offered by Community Service Society, STRIVE, New York City Department of Education Multiply Pathways Program, Department of Youth and Community Development, Abyssinian Development Corporation, and HCCI Construction Trades Academy.

3. Upon obtaining a high school diploma or completion of a GED through these selected programs, youth will be referred for skills training, and when
appropriate, internships and work-based learning opportunities at CU and through community based organizations, which shall be funded by CU through the funding described in the GPP in Section N(3)(u) under the “Workforce Training Program.”

L. **Transitional Programs.** A portion of the Benefits Fund may be used to contribute annually to support transitional programs for students in CD9 public schools in their graduation year to prepare them for their next level of schooling.

M. **CD9 Teacher Development.** A portion of the Benefits Fund may be used to provide scholarships for primary and secondary school teachers in CD9 public schools so that the percentage of teachers with Masters degrees in CD9 public schools increases.

N. **Local Masters Program.**

1. As stated in the GPP: In an effort to enhance the quality of elementary school education within the local community, and as part of Columbia’s strong commitment to supporting quality education for the community, commencing with the acquisition by ESDC of all properties required by CU for Phase I, Stage 1 of the Project, as set forth herein, and continuing for a 25-year period from commencement, Columbia will establish three scholarships for qualified teachers to earn a master’s degree in an appropriate field at Columbia University or Teachers College. The three scholarships would be awarded to qualified elementary school teachers either currently teaching within Community District 9 or interested in teaching elementary school within Community District 9. A maximum of three scholarships would be in force at any given time with a cumulative maximum of 18 credits per year. Recipients of the scholarships: (i) must be admitted to the masters program of choice; (ii) agree to teach within Community District 9 for five years after they commence their participation in the scholarship program; and (iii) meet related criteria of the DOE, the UFT, and/or the local school principal. (GPP, Section N(3)(g), page 43).

2. A portion of the Benefits Fund may be used to support a minimum of two (2) scholarships annually, in addition to those scholarships listed in Section V.O.1. of this Agreement, at Teachers College for teachers who wish to teach in the public schools. Those teachers accepted into the Local Masters Program would be obligated to teach in the public schools located in CD9 for a minimum of five (5) years upon graduation from Teachers College.

O. **Continuing Education.**

1. **Adult Literacy and GED Preparation.** A portion of the Benefits Fund may be used by the WHLDC to develop a comprehensive plan for adult literacy and GED preparation for the community.

2. **Job Readiness and Training.**
(a) As stated in the GPP: Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, Columbia would contribute $100,000 each year for the next five years to fund a matching program with community-based organizations to provide job training. (GPP, Section N(3)(w), page 47).

(b) At the request of the WHLDC, CU shall provide advice and guidance to the WHLDC regarding job readiness training and targeted technical skills training for Local Residents to broaden the employment opportunities available to Local Residents within the Project Site.

P. Pre-K and Adult Learning Programs. Upon the request of the WHLDC, CU shall provide advice and guidance to the WHLDC as the WHLDC seeks to address the need for additional pre-K and adult learning resources in CD9. These programs or new programs may be part of the Demonstration Community Public School and may include pre-K classes, early childhood education, parenting classes, a health clinic, recreational facilities and adult continuing education. If such programs are provided by CU and/or Teachers College at the Demonstration Community Public School, they will be included as part of the $30 million in value of services, expertise and other resources described in Section II.H. above.

Q. University Scholarship Fund.

1. As stated in the GPP: In an effort to encourage local students to attend Columbia College and the Fu School of Engineering and Applied Science, CU would undertake a targeted recruitment effort for qualified students from the local community. Commencing with Final Approval, Columbia would establish a scholarship fund to serve up to 40 aid-eligible undergraduate students per year who are admitted to Columbia College and the Fu School of Engineering and Applied Science from Harlem, with funding made available to meet their fully demonstrated financial need until 2033. (GPP, Section N(3)(f), page 43).

2. Upon the request of the WHLDC, CU shall provide advice and guidance with respect to the creation of an endowed scholarship program at CU, in accordance with established CU policies and procedures, which would support scholarships for individuals residing in CD9 who wish to pursue a graduate degree at CU. The funds used to create this endowment shall come from the Benefits Fund.

R. Community Scholars Program.

1. As stated in the GPP: Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, and continuing for a 25-year period from commencement, Columbia would offer independent, community-based scholars from Northern Manhattan, access to a range of University services and resources not usually afforded to nonaffiliated residents. Services and resources would be provided at no cost to participants and would include access to all of the University’s libraries –
including on-line access, course auditing privileges, dialogue with scholars in their field of study, and the ability to participate in seminars and social events developed specifically for the group in buildings proposed within the Project Site. Selection would be determined by an application process, reviewed by a committee of Columbia faculty and leaders from relevant local cultural institutions. Scholars would be appointed for 3-year terms. In the first year Columbia would appoint up to five scholars; in the second year Columbia would appoint up to an additional five, so that after year one there would be a plan to have a cohort of ten scholars. Columbia envisions the program to proceed as a pilot for ten years and then be re-evaluated to assess its effectiveness. (GPP, Section N(3)(p), pages 45-46)

2. A portion of the Benefits Fund may be used to fund an additional five community-based scholars from CD9, for a minimum of ten (10) scholars in the first year for a term of three (3) years; and in the fourth (4th) year an additional ten (10) scholars, for another term of three (3) years.

VI. ENVIRONMENT

A. Purpose. CU has committed itself to environmental responsibility in its construction practices in the Project Area, and with respect to the design, construction, and long term operation of the Project and the CU Campuses. As a leading academic institution, CU believes it has a duty to be an environmentally responsible neighbor.

B. Environmental Stewardship.

1. CU has an overall goal of responsible environmental stewardship. In decisions regarding the Project Area, CU shall be guided by the following goals: protecting the biosphere; the sustainable use of renewable natural resources; the reduction of waste and the safe disposal of waste; energy conservation; greenhouse gas emission reduction; environmental risk reduction to CU staff, students and the surrounding community; and correcting damage, if any; reducing the use of products that cause environmental damage, and reducing impacts to air quality in the surrounding area, with a particular sensitivity to the impacts to people suffering from asthma.

2. As stated in the GPP: Columbia would design, build and operate the Project’s residential and academic buildings to achieve a minimum Leadership in Energy and Environmental Design (“LEED”) v.2.2 Silver Certification (or its equivalent) from the United States Green Building Council (“USGBC”). Although current USGBC standards for sustainability may not be directly applicable to laboratory facilities or to large scale developments taking place over many years, Columbia would undertake good faith efforts to apply multi-building development criteria and would, where practicable, incorporate any relevant new standards into current and future stages of the Project’s development. To the extent practicable, Energy Star appliances would be used in all Project buildings
as would appropriate technologies to mitigate heat island effects and reduce storm water runoff. (GPP, Section F(6), page 23)

3. As stated in the GPP: Columbia participates in Laboratories for the 21st Century ("Labs21"), a cooperative program of the U.S. Environmental Protection Agency and the U.S. Department of Energy intended to improve the energy efficiency and environmental performance of laboratories. During the construction and operation of the Project’s academic research facilities, Columbia would design, build and operate new academic research buildings in accordance with Labs21 guidelines.

Columbia has agreed to exercise reasonable efforts to reduce its greenhouse gas emissions by 2017. Other environmental sustainability measures incorporated into the Project include Columbia's commitment to (1) commission all newly constructed buildings to ensure optimal system performance in accordance with applicable LEED certifications; (2) establish a $10 million revolving fund to encourage use of energy efficiency measures relating to building components and operations on the Project Site different from or which exceed the LEED commitments made by Columbia in connection with this GPP; (3) reduce energy consumption in all new construction and major renovations as compared with the requirements in the New York State Energy Conservation Construction Code; (4) adopt measures to reduce air emissions during the construction period that would surpass those specified in New York City Local Law No. 77 of 2003, including the use of ultra-low-sulphur fuel in nonroad vehicles and nonroad engines; (5) use the best available technology to control emissions of particulate matter during construction; and (6) monitor the use of such measures and technologies by all contractors and subcontractors. (GPP, Section F(6) pages 23-24)

4. CU further agrees that it shall:

(a) Comply with Applicable Law. CU will comply with applicable air quality laws and regulations to minimize air emissions throughout construction in the Project Area.

(b) Evaluate Cogeneration. CU recognizes that cogeneration, the simultaneous generation of both electricity and useful heat, can be an effective strategy to increase energy efficiency and reduce GHG emissions. CU will use good faith efforts to avail itself to use cogeneration in the Project Area. Such cogeneration facilities will, to the extent practicable, be primarily powered by non-diesel fuel sources except in the case of an emergency or other unusual circumstances, and as part of an interruptible fuel supply arrangement with utility companies. CU will likely install and operate diesel emergency power generators in the Project Area, and all other locations that require emergency backup power generation capabilities, and CU may use ultra low sulfur diesel fuel as a
secondary fuel source in all cogeneration facilities that might be developed.

C. Streetscape Enhancement Measures. CU agrees to facilitate the use of plants in streetscape in the Project Area, subject to zoning and other similar limitations. As stated in the GPP, CU has agreed to provide the City's Department of Parks and Recreation funds for staff and enhanced services for the West Harlem Piers Park, which payments commenced in 2008 and shall extend 24 years thereafter. Such funds shall be in the initial amount of $500,000 escalating at 3% annually.

D. Water Conservation and Sewage Control Measures. CU recognizes the importance of water conservation, effective wastewater management and minimizing stormwater runoff, particularly in light of the history and environmental issues surrounding the North River Sewage Treatment Plant and the community. The Parties agree water use and management is an important category within the LEED certification process to which CU has committed for the Project Area. CU will evaluate the use of green roof technology and managed vegetated areas, as well as other strategies, as a means of addressing such issues.

E. Seismic Safety and Building Protections. CU agrees to construct all structures in the Project Area in accordance with federal, state and local laws pertaining to requirements for seismic safety. CU shall ensure the structural integrity of all buildings and the protection of all residents in the Project Area from the direct consequences of construction activity, as required by law.

F. Community Emergency Response Team. At the WHLDC's request, CU shall provide advice and guidance to the WHLDC and CB 9 in establishing a Community Emergency Response Team, known as CERT.

G. Waste Management. CU is committed to developing policies for the Project Area to reduce its generation of solid waste, to increase recycling programs, and to increase the percentage of sustainably-sourced materials purchased.

1. CU has an existing waste management program that is in compliance with all federal, State and City regulations regarding recycling and disposal of electronic equipment, and will update it as appropriate from time to time.

2. CU shall comply with existing and future federal, state and local laws pertaining to biological, chemical, medical and dental wastes.

3. CU shall meet with CB9 and the WHLDC at a mutually agreeable time on reasonable notice to report on waste management policies and practices at the Project Area.

H. Pest Control. To the extent that it is safe and effective, CU shall extend its current Integrated Pest Management ("IPM") practices to the Project Area.
1. To the extent economically feasible and effective, CU shall endeavor to use non-chemical means to control pests.

2. CU agrees to provide training for facilities maintenance, waste management and grounds maintenance staff and contractors regarding IPM, and to use reasonable efforts to develop curriculum and conduct outreach meetings to train residents within the Project Area on proper IPM methods.

3. CU shall use commercially reasonable efforts to avoid the use of chemical pesticides or fertilizers in landscaping at the Project Area, unless no feasible or effective alternatives are available.

I. Hazardous Substances. CU agrees to abide by applicable Environmental Laws related to the proper storage, management, use, transport and disposal of Hazardous Substances.

1. CU shall make available annually to the WHLDC a copy of all publicly available reports in CU’s possession related to the storage, management, use, transport and disposal of Hazardous Substances at the Project Area.

J. Biosafety Lab. As stated in the GPP: New academic research buildings—including, for example, laboratories dedicated to neuroscience, biomedical engineering, nanotechnology, system biology and environmental sciences—are proposed primarily along the Broadway corridor on development sites (“Sites”) 2, 6, 6b, 8, and 15, with two academic research sites on Sites 12 and 13. The laboratories would be operated in accordance with applicable Biosafety Level standards for clinical, diagnostic, teaching, and research facilities issued by NIH and the Centers for Disease Control and Prevention. The applicable standard would not exceed Biosafety Level 3. (GPP, Section F(2), page 15).

K. Information on Activities. CU shall also provide information to the residents and property owners in the Project Area regarding construction activities prior to their commencement.

VII. TRANSPORTATION

A. Needs Assessment Study. A portion of the Benefits Fund may be used for needs assessment studies for Manhattanville. The needs assessment studies may include, but are not limited to, air quality studies, public transportation needs, traffic calming measures and pedestrian and parking needs. Upon receipt of the results of the needs assessment studies, a portion of the Benefits Fund may be used to implement neighborhood improvements.

B. Subway Improvements.

1. As stated in the GPP: Columbia would upgrade the E101 and E102 escalators at the 125th Street IRT Subway Station located on the west side of Broadway, south of West 125th Street, to 40-inch treads and replace the enclosures around the escalators. (GPP, Section N(1)(b), page 40).
2. CU will express support for the WHLDC and CB 9 in their efforts to advocate that the City and the MTA provide handicap accessibility and other subway improvements at the 125th Street IRT subway station and other subway stops in the Local Community.

C. **Bus Stop Improvements.** CU will express support for the WHLDC and CB 9 in their efforts to advocate that the City and the MTA provide bus shelters and other bus stop improvements in CD9.

D. **Parking.** CU shall add up to 72 parking spaces through an improvement of operational efficiency and parking configuration at its 560 Riverside Drive parking garage, thereby providing additional supply at area public parking facilities.

**VIII. ARTS & CULTURE**

A. **Purpose.** The WHLDC seeks to foster the expansion and creation of new art and arts initiatives and develop new areas of arts education and technology. In addition, the WHLDC seeks to encourage the inclusion of Harlem artists in the CU arts and cultural programs. These programs are intended to serve as an economic engine revitalizing West Harlem as an arts and culture destination.

B. **Cotton Club.** CU shall not request that NYS exercise eminent domain to acquire the Cotton Club site, otherwise known as Block 1996, Lot 1 on the Tax Map of NYC.

C. **Arts Space.**

1. As stated in the GPP: Columbia would make available 5,000 GSF of space or spaces, within or contiguous to the Project Site, for use by local artists. Columbia would subsidize this space such that it would be accessible to a variety of artists and/or artists' organizations. Such space would be made available commencing with the issuance of the first TCO in Phase I, Stage 2 and continue to be made available for a 25-year period from commencement of making such space available. (GPP, Section N(2)(c), page 41).

2. CU will, consistent with current practice, make good faith efforts to accommodate requests by local artists and cultural organizations not affiliated with CU for access to its indoor or outdoor spaces for programming that may include but is not limited to, information sessions, performances, special events or presentations. Payment for such space shall be in accordance with then current CU protocols. CU space is generally awarded on a first come-first served basis, with priority given to CU and student activities, followed by Local Community activities.

3. A portion of the Benefits Fund may be used for the purpose of supporting arts projects, cultural programs, as well as other needs not addressed by existing programs or by other aspects of this CBA. The funds would be distributed to qualifying small arts organizations, projects, etc. at the request of the WHLDC
and subject to such approval. The WHLDC expects to use funds from the Benefits Fund as the basis for the leveraging of additional funds, from City, State, and Federal resources and from private sources.

D. **Endowment.** A portion of the Benefits Fund may be provided to eligible organizations with a proven track record of service to the Local Community to create an endowment to provide infrastructure and other kinds of support to such organizations.

E. **Technical Assistance for Artists and Art Organizations.** At the request of the WHLDC, CU shall post opportunities identified by the WHLDC at CU’s Center for Career Education and Columbia Business School for: (i) a CU-enrolled MBA student to provide pro bono technical advice business consulting services to Local arts and cultural organizations and organization leaders, consistent with other internship opportunities for MBA students; and (ii) any other graduate program that could offer technical assistance to Local arts and cultural organizations located within the West Harlem community.

F. **West Harlem Cultural Projects.** CU shall provide advice and guidance to the WHLDC on programs and/or projects that preserve and document the cultural and living history of Harlem and West Harlem in particular. The programs and/or projects may include, but shall not be limited to, the Harlem Artists Legacy and Living History Projects, as set forth in Sections VIII.G. and H, arts projects or programs that highlight the environment, festivals, summits or workshops that focus on arts and culture of the Local Community.

G. **Living History Project.** A portion of the Benefits Fund may be used to support a new WHLDC initiative which would document the history of West Harlem. The Living History Project will be researched and developed by long-time members of the Local Community. This project would strive to preserve the legacies, traditions and history of the people of West Harlem, while introducing the emerging melting-pot community.

H. **Harlem Legacy.** A portion of the Benefits Fund may be used to support a project exploring the legacy of Harlem artists and arts organizations, inviting icons and organization representatives to share with the community the legacy of their contributions to Harlem and American culture.

IX. **COMMUNITY FACILITIES**

A. **Athletic Facilities.**

1. Under the In-Kind Benefits process (as set forth in Section II.E. of this CBA), the WHLDC may request that CU make any physical education facilities proposed as part of the Project available for Street Squash, an after-school youth enrichment program that combines academic tutoring with squash instruction, community service, and one-on-one mentoring for Local Community students.

2. As stated in the GPP: Commencing with issuance of a TCO for the portion of the new building which will house the new swimming facility on the Project Site, Columbia would offer access to its new swimming facilities.
proposed as part of the Project to the physically disabled and to a local swim team or club for two hours each weekday evening. Every Sunday afternoon year-round, Columbia would also offer a four-hour “family swim” to local residents. All such access would continue for a 25-year period from commencement of full access. (GPP, Section N(2)(a), page 41).

3. CU will provide to the WHLDC each Spring a listing of CU-sponsored, CU-affiliated and other summer activities available to local children.

B. Athletic Clinics. As stated in the GPP: Commencing with Final Approval, Columbia varsity sports programs and coaches of football, volleyball, basketball, soccer, swimming, track and field and tennis would sponsor and participate in seasonal sports clinics for local community children between the ages of five and 13 in University facilities and throughout Harlem and Washington Heights until 2033. (GPP, Section N(3)(q), page 46).

C. Sporting Events, Summer Camps & Facilities. As stated in the GPP: Commencing with Final Approval, Columbia would offer 25 scholarships per summer based upon financial need to children from the Manhattanville in West Harlem area to attend Columbia Summer Sports Camps and Cub Camps until 2033. (GPP, Section N(3)(r), page 46).

D. Day Care Space.

1. As stated in the GPP: Acquisition, relocation and development on Site 17, along with a new off-site community facility immediately to the east of that site, are also expected to occur during Stage 2.

2. When the development of Site 17 occurs, CU shall make available for lease on market terms to a qualified certified not-for-profit day care provider approximately 5,000 gross square feet of space to be developed as a day care center for Income Eligible families in a new off-site community facility immediately to the east of Development Site 17. If the WHLDC desires to subsidize the rent, the value of any difference between reasonable market rent and rent paid by the day care provider may, at the request of the WHLDC, be treated as an In-Kind Benefit as described in Section I.I.E. above. The certified day care provider shall be identified by the WHLDC and approved with CU. Fit out and other capital and operating expenses shall be the responsibility of the day care provider.

E. Community Board 9 and Meeting Space.

1. As stated in the GPP: Commencing with the issuance of the TCO for the last building to be constructed in Phase I, Stage 1, Columbia would make available space on the Project Site for Manhattan Community Board 9 to accommodate at least 4 full-time persons and a meeting space for regular meetings throughout the month to accommodate at least 50 people. In addition, commencing at the same time Columbia would make meeting rooms available to local community organizations for two evenings per month on a scheduled basis.
All of such space would continue to be made available for a 25-year period from commencement of making such space available. (GPP, Section N(2)(b), page 41).

2. CU shall, consistent with current practice, make good faith efforts to accommodate requests by Local Community based organizations for meeting rooms and multi-purpose space. Payment for such space shall be in accordance with then current CU protocols. CU space is generally awarded on a first come-first served basis, with priority given to CU and student activities, followed by Local Community activities.

F. Seniors. Upon the request of the WHLDC, CU will provide advice and guidance to the WHLDC as the WHLDC seeks to identify and raise funds to help support programs serving home bound seniors in CB 9.

G. Health Care Benefits. A portion of the Benefits Fund may be used for an assessment of community based health care needs and implementation of health care services.

H. Health Education and Outreach. A portion of the Benefits Fund may be used to expand services to applicable facilities, including hospitals, clinics and community-based organizations, within Tiers I and II, that provide health education to families with children living with asthma, diabetes, obesity, sickle cell anemia and HIV/AIDS. This may include the reach and scope of Project Health, a Community Impact program supervised by the medical and social work staff of CU or its affiliates, and relevant current CU or CU affiliated programs include the Northern Manhattan Asthma Basics for Children (ABC) Initiative, Services to Assist Adolescent and Young Adults (Project S.T.A.Y.); and Community Engagement Resource, which disperses relevant current research to the community.

I. Not-For-Profit Building. Upon the request of the WHLDC, CU shall provide advice and guidance to the WHLDC with respect to acquiring property and leasing space toward the WHLDC's goal of developing a self-sustaining not-for-profit building.

X. HISTORIC PRESERVATION

A. Purpose. The WHLDC is committed to assisting in the preservation and enhancement of the historic context of the Local Community and promoting public awareness of its rich architectural resources.

B. Historic Preservation. The WHLDC will work with the National Trust for Historic Preservation (NTHP) and/or other preservation resource organizations in to identify a community-driven program, such as the Preservation Development Initiative (PDI), that may be of assistance.

1. At the request of the WHLDC, CU shall provide advice and guidance to the WHLDC in obtaining a wide range of assistance, including a comprehensive preservation development strategy, with the goal being that the Local Community receives a preservation assessment to outline its individual development needs and opportunities. The assessment is conducted by a multi-disciplinary team of
preservation development experts to analyze and identify possible barriers and advantages to preservation-based development within the City. Following the assessment, a report shall be issued for the site with detailed recommendations. The resulting report would be presented to WHLDC to enable them to prioritize needs and resources. The WHLDC may develop a proposal for In-Kind Benefits in support of these efforts.

2. Upon the request of the WHLDC, CU shall post opportunities identified by the WHLDC at CU’s Center for Career Education and CU’s Schools of Architecture and Historic Preservation for students to assist with architectural research, historic photo documentation and other resources in support of identifying and/or expanding the National Register and New York City Landmark designations of historic districts and individual properties throughout CD9.

3. A portion of the Benefits Fund may be used to fund the Historic Preservation’s and/or other preservation organization’s expertise for an initial assessment of the area, which shall focus on CD 9.

C. **Historic Preservation Fund.** A portion of the Benefits Fund may be used to establish a historic preservation fund to be administered by a third party organization jointly selected by CU and the WHLDC.

D. **Historic Infrastructure.**

1. As stated in the GPP: Consistent with an agreement with the City, Columbia would fund viaduct lighting maintenance and electricity for lighting of the MTA viaduct at the intersection of West 125th Street and Broadway and the Riverside Drive viaduct at the intersection of West 125th Street and 12th Avenue through 2033. (GPP, Section N(3)(d), page 39).

2. Should CU’s construction efforts within the Project Area necessitate the removal of granite block below the Riverside Drive viaduct, CU shall, if approved by and in coordination with the NYC DOT and/or other appropriate City agencies, remove, store and provide the granite block for reuse by the DOT throughout 12th Avenue’s roadway from 138th Street to St. Clair Place.

E. **Prentis, Nash and Studebaker.**

1. As stated in the FEIS: CU will retain key aspects that recall Manhattanville’s history, including maintaining the existing street grid, protecting the IRT and Riverside Drive viaducts, preserving the former Warren Nash Service Station building and adapting it for new use, and adapting the Studebaker Building for new University administrative uses. (FEIS Executive Summary, page S-14).
2. In addition, all exterior alterations to Prentis Hall shall be treated in a historically-sensitive manner due to the building’s architecturally distinguished structure which contributes a unique history to the Project area.

XI. EFFECTIVE DATE; TERM

A. This CBA shall become effective on Final Approval (the “Effective Date”).

B. CU’s obligations with respect to the In-Kind Benefits as described in Section II.E. and “Behavioral Commitments” as defined below, including CU’s commitments with respect to advice and guidance, shall begin on the Effective Date.

C. Notwithstanding the foregoing, as described in Section II.B. above, CU’s obligations with respect to the Benefits Fund (other than to provide the Advance as described in the Advance Letter) shall become effective on the Effective Date, with the first installment payable four months following the Effective Date and subsequent annual installments payable on the last day of the month in which the anniversary of Final Approval occurs beginning in 2010 until the Benefits Fund has been fully paid.

D. CU’s obligations to the City and/or State under the Governing Documents shall commence as set forth in the Governing Documents.

E. This CBA shall remain in effect until December 31, 2040 (the “Term”), provided that the Term with respect to (i) the In-Kind Benefits shall be as described in Section II.E. above, (ii) the Demonstration Community Public School shall be as described in Section II.H. above, and (iii) Sections IV.D.5(a) and IV.D.5(b) shall expire on December 31, 2045. The Term may also be extended or modified as may be agreed to by the Parties in writing.

F. Upon termination or expiration of this CBA, CU shall have no further obligation under this CBA.

XII. REPORTING.

A. In addition to the other reporting requirements listed throughout this CBA, CU shall compile and provide to the WHLDC an annual CBA Report that will include: (i) a summary of the payments by CU to the Benefits Fund for that year and a cumulative total; (ii) the In-Kind Benefits annual summary described in Section II; (iii) any publicly available reports provided to the City and State regarding the implementation of the Governing Documents; and (iv) the M/W/LBE reports for such period as described in Sections IV.D.4 and IV.D.5.

B. In addition to the reporting described in XII.A. above and elsewhere in the CBA, if the WHLDC shall desire additional reporting on project area construction noise, pest and pest control, and air quality or other matters in this CBA, the WHLDC may request such reporting as an In-Kind Benefit under the process described above.

XIII. ENFORCEMENT
A. The Parties recognize that the commitments and obligations to each other set forth in this CBA require the on-going cooperation of the Parties, local elected officials, residents and businesses. Both CU and the WHLDC commit to use good faith efforts to resolve any disputes arising under this CBA. This CBA imposes on both parties a duty to negotiate in good faith all matters relating to this CBA.

B. **$76 Million Benefits Fund.** Should CU fail to pay any amount of the Benefits Fund as and when due as described above, the WHLDC shall be entitled to enforce such obligation to pay in any court of competent jurisdiction. Upon a final determination that is not subject to further appeal, that CU's failure to pay was in violation of this CBA, CU shall promptly pay the unpaid amounts and any and all other costs assessed by the court. Unless the court otherwise determines such payment shall include (a) interest from the date the unpaid amounts should have been paid as determined by the court through the date of payment at the higher of (i) the interest rate imposed by the court or (ii) the average Prime Rate published in The Wall Street Journal during the period of non-payment plus (b) the WHLDC's reasonable attorneys fees and expenses in connection with the enforcement of CU's obligation to pay.

C. **In-Kind Benefits.**

1. Disputes under this CBA related to access to facilities, services and amenities which CU has agreed to provide under the process in Section II.E of this CBA shall be submitted in writing, including sufficient explanation as to the nature of the dispute, to the Senior Executive Vice President of CU (or other individual designated by CU) or the President of the WHLDC, as the case may be. Within 15 days of receipt of any notice of dispute, each party shall designate two representatives to a “Dispute Resolution Team” which shall work together in good faith to promptly resolve the dispute. The Dispute Resolution Team shall meet within 30 days of notice of the written notice of any dispute. Any resolution reached by the Dispute Resolution Team shall be documented in writing signed by all members of the Team and shall be binding on both parties. If the Dispute Resolution Team is unable to reach a resolution within 60 days of the original notice of dispute, the parties may (i) mutually agree in writing to give the Dispute Resolution Team additional time to resolve the dispute, (ii) request that the Dispute Resolution Team be reconstituted with different members in a continuing effort to resolve the dispute, or (iii) either party may submit the matter to mediation as described below.

2. If the parties are unable to resolve the dispute through the Dispute Resolution Team, either of the Parties may request mediation by written notice to the other. The mediation shall be conducted by one mediator in New York, New York, pursuant to the rules and procedures of the American Arbitration Association ("AAA") under its Commercial Mediation Rules. The fees, costs and expenses of the mediation will be borne equally by the parties, provided that each party will bear the fees and expenses of its own counsel and witnesses and other costs, if any.
3. As described in Section II.E of this CBA, consistent with CU’s commitment to transparency and accountability, CU will describe in writing the manner in which facilities and services will be provided and an explanation of the basis for the value determination. Notwithstanding the foregoing, the Dispute Resolution Process described above shall only be available with respect to disputes after a program has been agreed as part of the In-Kind Benefits. The WHLDC shall have no right to dispute or mediate CU’s determination of its ability to provide requested facilities and/or services or CU’s determination of the value of the facilities and/or services to be provided.

4. Notice of a dispute shall not relieve either party of any obligation under this CBA and the parties shall continue in good faith to carry out the provisions of this CBA.

D. Demonstration Public School. Should CU fail to pay any amount as and when due as described in Section II.H. of this CBA, the WHLDC shall be entitled to enforce such obligation to pay in any court of competent jurisdiction. Upon a final determination that is not subject to further appeal, that CU’s failure to pay was in violation of this CBA, CU shall promptly pay the unpaid amounts and any and all other costs assessed by the court. Unless the court otherwise determines such payment shall include (a) interest from the date the unpaid amounts should have been paid as determined by the court through the date of payment at the higher of (i) the interest rate imposed by the court or (ii) the average Prime Rate published in The Wall Street Journal during the period of non-payment plus (b) the WHLDC’s reasonable attorneys fees and expenses in connection with the enforcement of CU’s obligation to pay.

E. Behavioral Commitments. With respect to any commitments by CU to the WHLDC under this CBA other than the Benefits Fund, the In-Kind Benefits, and the Demonstration Community Public School (all such other commitments, herein after the “Behavioral Commitments”), the Parties shall attempt to resolve the dispute through the steps set forth in Section XIII.C.1-4 above, failing which the dispute shall be referred to binding arbitration under the commercial rules of the New York office of the American Arbitration Association, with three arbitrators, one selected by each party and the third selected by the two so selected. The arbitrators shall have the right to issue an injunction to enforce any obligation under this CBA. The fees, costs and expenses of the arbitration will be borne equally by the parties, provided that each party will bear the fees and expenses of its own counsel and witnesses and other costs, if any.


1. As stated in the GPP: Commencing with Final Approval, and continuing through 2033, Columbia would fund an Independent Monitor who will, during the term of the Project, review and take steps to ensure Columbia complies with the commitments made in this GPP. Such person would be jointly acceptable to the ESDC and the City and would periodically report to ESDC. (GPP, Section N(3)(z), pages 48-49).
2. CU shall request that ESDC allow all reports of the Independent Monitor to be made available to the WHLDC on a timely basis.

G. Governing Documents.

If the WHLDC has a concern about CU’s implementation of any Community Benefit referred to in this CBA that is provided for in the Governing Documents, the WHLDC through its Designated Representative may submit such concern in writing, including sufficient explanation as to the nature of the concern, to the Senior Executive Vice President of CU (or other individual designated by CU). Within 30 business days of receipt of any written notice of a concern, CU shall meet with the WHLDC to discuss the concern(s) identified. Within ten (10) business days following such meeting, CU shall provide to the WHLDC a written summary of the meeting, including CU’s response to the concerns raised. If after forty-five days (45) days after receipt of the summary described above, the WHLDC still has concerns about the issue(s) identified in the summary, the WHLDC through its Designated Representative may submit another notice of concern to which CU shall respond in the manner set forth above. The WHLDC may not submit to CU a notice of concern on the same issue more than twice in any twelve month period.

Notwithstanding any meetings or discussions between the WHLDC and CU and anything else to the contrary in this CBA, the WHLDC shall have no right to litigate, mediate, arbitrate, or otherwise enforce in any manner any of CU’s obligations under the Governing Documents, including CU’s implementation of any such obligation. The WHLDC may not submit a notice of concern with respect to any obligation of CU under the Governing Documents which has been the subject of enforcement or inquiry by State and/or local authorities and adjudicated or otherwise resolved to the satisfaction of the governmental authority within the preceding sixty (60) days. Notwithstanding the foregoing, nothing in this CBA shall limit in any manner the right of the WHLDC to raise issues or concerns about CU’s obligations under the Governing Documents with the State and/or local authorities or any elected official.

H. Limitation of Liability. In no event shall CU, its officers, trustees, employees, students, agents or contractors, be liable for (a) any indirect, incidental, special, punitive, exemplary, consequential or similar damages, even if advised of the possibility of such damages or any claim based on a third party claim, (b) the non-application or misapplication by the Fiscal Sponsor, the WHLDC, or any other party, of all or any portion of the Benefits Fund, or (c) the non-application or misapplication of all or any portion of the Affordable Housing Fund.

I. Limitation on Enforcement. The rights of WHLDC to enforce the obligations of CU under this CBA are specifically limited to the enforcement of the obligations of CU explicitly identified herein that are not otherwise obligations of CU contained in the Governing Documents. Any obligations of CU contained in this CBA that are obligations of CU under the Governing Documents may be enforced only by state and/or local governmental authorities pursuant to the Governing Documents as the same may be modified or amended from time to time. To the extent any provision in this CBA conflicts with the Governing Documents, the provisions of the Governing Documents shall control. To the extent that a provision is not explicitly an obligation of CU but rather a goal, that provision is unenforceable by the WHLDC.


J. Liquidated Damages.

1. The WHLDC shall be entitled to liquidated damages solely with respect to the following provisions of this CBA: (a) CU's failure to timely pay any amount of the Benefits Fund as and when due as described in Section II.B; (b) CU's failure to perform under Section IV.D.5(f) (job openings, hiring guidelines and forms; (c) Section IV.E.2 (small format retail space); or (d) section VI.H. (Integrated Pest Management).

2. (a) Upon CU's receipt of notice from the WHLDC that CU has failed to pay any amount of the Benefits Fund as and when due, CU shall have ten (10) business days to cure the failure described in the notice.

   (b) Upon CU's receipt of notice from the WHLDC that CU has failed to perform any obligations set forth in paragraph 1 (b), (c) or (d) of this Section J (which notice shall describe the alleged failure to perform), CU shall have ten (10) business days to cure the failure described in the notice, provided that if the alleged non-performance is not capable of cure within ten (10) business days, CU shall have an additional thirty (30) days to cure if good faith efforts to cure are begun within the initial ten (10) business day period.

3. If CU fails to cure the failure described in the notice within the applicable cure period, then the WHLDC shall have the right to liquidated damages of $5,000 per day from the date of the failure to perform set forth in the notice to the date of cure, up to a maximum of One Million Five Hundred Thousand Dollars ($1,500,000) in the aggregate over the Term. No failure of CU shall be deemed to have occurred and the WHLDC shall not be entitled to submit notice with respect to any failure to perform under Section IV.D.5(f) (job openings, hiring guidelines and forms) or Section VI.H. (Integrated Pest Management) and until after January 1, 2010.

K. Litigation Fund. A portion of the Benefits Fund may be used to investigate complaints of non-compliance and fund enforcement and remedies.

XIV. MISCELLANEOUS PROVISIONS

A. Contact Person. Each of the Parties shall designate a contact person ("Designated Representative") for all matters under this agreement, including without limitation the In-Kind Benefits process and all requests for advice and guidance.

B. No Partnership. CU and WHLDC shall not in any way, for any purpose, be deemed to be partners under the New York State Partnership Law or otherwise. References herein to "partnership" are solely for the purpose of describing the collaboration between CU and WHLDC.

C. Partner Organizations, Entities and Agencies; No Third Party Beneficiaries. To the extent an organization, entity or agency is not able to fulfill any of its obligations under
this CBA, CU and WHLDC will endeavor to find replacement organizations, entities or agencies. CU shall not be liable for any non-compliance with this CBA, laws or regulations by the stated organizations, entities and agencies or the replacements. This CBA is made by and for the benefit of the Parties hereto and shall not be for the benefit or enforcement by any third party.

D. Compliance with State and Federal Laws. This CBA must only be enforced to the extent that it is consistent with the laws of the United States of America, State of New York and City of New York. If any provision of this CBA is held by a court of law to be in conflict with state or federal law or determined by governmental authority having jurisdiction to be a conflict, the applicable law shall prevail over the terms of this CBA, and the conflicting provisions of this CBA shall not be enforceable.

E. Force Majeure. In any case where either Party hereto is required to do any act, delays caused by or resulting from: an act of nature, war, civil commotion; fire or other casualty; labor difficulties; general shortages of labor, materials or equipment; enemy or hostile government action; a taking of whole or any part of the Project Area; denial to CU by any party of a right of access to any adjoining real property, which right is vested in CU by contract or pursuant to applicable law, if such access is required to accomplish the obligations of CU pursuant to the Governing Documents or this CBA; inability of a public utility to provide power, heat or light or any other utility service; force majeure beyond such Party’s reasonable control (collectively, “Force Majeure”), shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time, a fixed period of time, or “a reasonable time”. In addition, if Force Majeure prevents CU from commencing, carrying out or completing the Project as contemplated as of the Effective Date, CU’s obligations with respect to the required act, this CBA shall be suspended and to the extent the Project is reduced in scope, such obligations shall be pro-rated and/or reduced proportionately.

F. Severability. If any term, provision, covenant, or condition of this CBA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect; provided, however, that the material and mutual purposes of this CBA may still be fulfilled.

G. Binding on Successors. This CBA must be binding upon and inure to the benefit of the successors in interest, transferees, assigns of each of the parties hereto provided, however, notwithstanding anything in this agreement to the contrary, this CBA shall terminate in the event of a foreclosure by, or a delivery of a deed in lieu of foreclosure to, the holder of any mortgage encumbering all, or any portion of the CU’s interest in the Project Site. Any reference in this CBA to a party shall be deemed to apply to any successor in interest, transferee or assigns of such party.

H. Correspondence. All correspondence shall be in writing and shall be mailed to the affected parties at the addresses set forth below. A party may change its address by giving twenty (20) days notice to the other parties. The addresses of the parties are:

If to CU: The Trustees of Columbia University
I. **Waiver.** The waiver of any provision or term of this CBA shall not be deemed a waiver of any other provision or term of this CBA. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or term of this CBA.
J. **Entire Agreement.** This CBA contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral. Without limiting the generality of the foregoing, this CBA supersedes the Memorandum of Understanding, dated December 19, 2007, by and between CU and the WHLDC in its entirety, and the Memo of Understanding shall be of no further force and effect.

K. **Amendments.** This CBA may not be altered, amended or modified, except by an instrument in writing signed by the parties.

L. **Authority of Signatories.** The individuals executing this CBA represent and warrant that they have the authority to sign on behalf of the respective parties.

M. **Counterparts.** This CBA or the signature pages hereof, may be executed in any number of original counterparts, all of which evidence only one agreement and only one full and complete copy of which need be produced for any purpose. A facsimile of a signature will have the same legal effect as an originally drawn signature.

N. **Termination or Modification of Obligations.** Notwithstanding any provision of this CBA, the Manhattanville Mixed-Used Special District and accompanying Amendment of the Zoning Map, as approved by the City Council on December 19, 2007 (the "Manhattanville Rezoning Resolution"), or the GPP, as affirmed by the ESDC on December 18, 2008 and the PACB Resolution, are not able to be implemented in a material way, this CBA shall be null and void and of no force and effect. In addition, CU shall provide the WHLDC with at least sixty (60) days written notice prior to the first public hearing of the City Planning Commission on any application filed by CU to materially amend the Manhattanville Rezoning Resolution to allow the WHLDC to review, comment and seek appropriate amendments to this CBA, if any.

[There is no further text on this page]
IN WITNESS WHEREOF, the parties hereto caused this West Harlem Community Benefits Agreement to be duly executed by their respective authorized officers as of the date first set forth above.

PARTIES

THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

By: [Signature]
Name: Lee Bollinger, President

WEST HARLEM LOCAL DEVELOPMENT CORPORATION

By: [Signature]
Name: Julio Batista, President

WITNESSES

By: [Signature]
Name: MAXINE GRIFFITH

By: [Signature]
Name: THEODORE P. KOZLOFF
7.3.2 Modified General Project Plan
# TABLE OF CONTENTS

A. Introduction .......................................................................................................................... 1
B. Project Location ................................................................................................................... 3
C. Project Overview & Goals ..................................................................................................... 4
D. Background .......................................................................................................................... 6
E. The Need for Modern Higher Educational Facilities ...................................................... 7
F. Project Description ............................................................................................................. 11
   1. Site Size & Configuration ............................................................................................... 11
   2. Above-Grade Development ........................................................................................... 15
   3. Below-Grade Facility ..................................................................................................... 16
   4. Open Spaces .................................................................................................................. 17
   5. Development of the Project Site .................................................................................... 19
   6. Environmental Sustainability ....................................................................................... 23
   7. Land Use Controls & Enforcement .............................................................................. 24
G. Project Site Conditions ....................................................................................................... 26
H. Site Acquisition & Occupant Relocation ........................................................................ 27
   1. Site Acquisition .............................................................................................................. 27
   2. Residential Occupants ................................................................................................ 30
   3. Non-Residential Occupants ......................................................................................... 32
I. Project Financing ................................................................................................................ 33
J. Economic Impact ................................................................................................................ 35
K. Site Investigation & Hazardous Materials ....................................................................... 37
L. Certain Local Law Will Not Apply to Project Actions ..................................................... 37
M. Environmental Review & New York City Approval of the Rezoning ................................ 39
N. Project-Related Civic Benefits ......................................................................................... 39
   1. Civic Facility Improvements ......................................................................................... 40
   2. Community Access to Columbia Facilities .................................................................. 41
   3. Columbia-Sponsored Community Benefit Initiatives .................................................. 41
   4. Columbia to Fund Community Benefit Programs ....................................................... 49
O. Waterfront Revitalization Program .................................................................................. 50
P. Historic Resources ............................................................................................................ 50
Q. Affirmative Action ............................................................................................................. 51
R. Basis for Land Use Improvement Project & Civic Project Findings ............................... 52
   1. Land Use Improvement Project Findings ..................................................................... 52
   2. Civic Project Findings .................................................................................................. 54
   3. Findings for all ESDC Projects .................................................................................... 56
S. Conclusion .......................................................................................................................... 57
LIST OF EXHIBITS

EXHIBIT A. Project Site Map
EXHIBIT B. Property Ownership and Control Map
EXHIBIT C. Above Grade Development Illustrative Plan
EXHIBIT D. Permitted Uses By Site
EXHIBIT E. Illustrative Plan for Below-Grade Development
EXHIBIT F. Publicly Accessible Open Spaces
EXHIBIT G. Maximum/Minimum Development Limits (Above Grade)
New York State Urban Development Corporation
d/b/a Empire State Development Corporation

Columbia University Educational Mixed-Use Development

Land Use Improvement and Civic Project
Modified General Project Plan

December 18, 2008

A. Introduction

The New York State Urban Development Corporation d/b/a the Empire State Development Corporation (“ESDC”) is adopting this Modified General Project Plan (“GPP”) for the Columbia Educational Mixed-Use Development (the “Educational Mixed-Use Development” or “Project”) as both a Land Use Improvement Project and a Civic Project in accordance with the New York State Urban Development Corporation Act (the “UDC Act”).

The Educational Mixed-Use Development would provide for the creation of new educational, academic research, recreational and civic facilities through the rehabilitation of blighted and underutilized urban parcels and would benefit the City and the State of New York and the area of West Harlem by: (1) enhancing the City and State as centers for higher education, premier graduate programs and scientific research; (2) enabling Columbia University in the City of New York (“Columbia”) to maintain its position as one of the foremost educational and cultural institutions in the world; (3) creating new employment opportunities while solidifying Columbia’s status as one of New York City’s largest private employers; (4) furthering scientific research, including research into neurological ailments such as Alzheimer’s disease; and (5) creating much-needed, park-like open space in the area. Columbia is a non-profit corporation, the seventh largest private employer in the City of New York, and a prominent educational institution with an excellent financial rating and extensive experience developing academic facilities.

The Project would be located in the Manhattanville neighborhood of West Harlem on an approximately 17-acre site (the “Project Site”) in northern Manhattan, the principal portion of which is bounded by and includes West 125th Street on the south, West 133rd Street on the north, Broadway on the east and Twelfth Avenue on the west, as well as certain areas located beneath City streets within this area and beneath other City streets in the Project Site. The remaining
portion of the Project Site consists of an area which is bounded by and includes Broadway on the west, West 133rd and West 134th Streets on the south and north, respectively, and a line between West 133rd and West 134th Streets approximately 200 feet east of Broadway, along with an irregularly-shaped block which is bounded by and includes Broadway on the west, Old Broadway on the east, West 131st Street on the south, and West 133rd Street on the north. A map showing the boundaries of the Project Site is attached hereto as Exhibit A.

The Educational Mixed-Use Development is envisioned as a modern, open, integrated teaching and academic research campus with approximately 6.8 million gross square feet (“GSF”) of new, state-of-the-art facilities housed in up to 16 new buildings and in an adaptively reused existing building. A new, approximately 2 million square foot, multi-level basement structure (the “Below-Grade Facility” or “Facility”) would connect many of these buildings below-grade and underneath City streets, permitting the operation of campus service facilities, as set forth in Section F.3. This new campus would be used for higher education, academic research, campus housing, recreation, and other support services and facilities, including a mix of street level uses that would transform the Project Site into a vibrant, attractive city streetscape.

Development of the Project is anticipated to be carried out over an approximately 25 year period as the principal component of the larger West Harlem Rezoning and Academic Mixed-Use Development Project (the “Rezoning”) that encompasses approximately 35 acres of West Harlem, including the Project Site. The potential environmental impacts of the Rezoning, including the Educational Mixed-Use Development, have been examined in an Environmental Impact Statement (“EIS”) prepared at the direction of the New York City Planning Commission as the lead agency in accordance with the State Environmental Quality Review Act (“SEQRA”) and City Environmental Quality Review.\(^1\) The Rezoning was proposed by Columbia to be undertaken by the City Planning Commission and the City Council and was reviewed pursuant to the New York City Uniform Land Use Review Procedure (New York City Charter Sections 197-c and 197-d) (“ULURP”). The Rezoning was approved by the City Council on December 19, 2013.

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\(^1\) The terms “Project” and “Educational Mixed-Use Development” as used in this GPP are referred to in the EIS as the “Academic Mixed-Use Development”. The term “Project” as used in this GPP should not be confused with the term “Proposed Project” used in the EIS, which encompasses the entire 35-acre West Harlem Rezoning area and which includes this Project.
2007. ESDC participated in the preparation of the EIS as an involved agency and will not make any final determination concerning the Project until it has made findings in accordance with SEQRA.

Columbia has requested ESDC’s assistance to effectuate the Project through ESDC’s adoption of a GPP and the possible exercise of ESDC’s powers under the UDC Act, including the power of eminent domain and the override of certain local laws. ESDC’s acquisition of real property and easements beneath City streets and possibly under certain private parcels north of those streets is also contemplated in order to provide for the construction of the Project’s Below-Grade Facility and the installation of below-grade support structures. Below-grade support structures could include slurry walls, rock anchors, tie backs, tie downs and/or piles some of which could be needed to counteract the geostatic forces associated with below-grade construction. The slurry walls would also address groundwater intrusion during excavation and thereafter. Any affirmation of the GPP by ESDC’s Directors would follow a public hearing pursuant to the UDC Act, and could include a decision that compliance with ULURP with respect to transfers of real property by or to the City, and compliance with ULURP and the City Map with respect to the acquisition of volumes below certain City streets needed to construct the Below-Grade Facility, are not feasible or practicable. The exercise of ESDC’s condemnation power is discretionary and would occur only after a public hearing and if the Directors approved a determination and findings in accordance with the Eminent Domain Procedure Law ("EDPL"). ESDC may choose to hold the EDPL and UDC Act public hearings simultaneously.

B. Project Location

The Project Site is located entirely within the Borough of Manhattan, New York County, State of New York, and is comprised of the following parcels: Manhattan Tax Block 1986, Lots 1, 6, 10, 30 and 65; Block 1987, Lots 1, 7 and the westerly part of Lot 9; Block 1995, Lots 31 and 35; Block 1996, Lots 14, 15, 16, 18, 20, 21, 23, 29, 34, 36, 50, 56 and 61; Block 1997, Lots 1, 6, 9, 14, 17, 18, 21, 27, 29, 30, 33, 34, 40, 44, 47, 48, 49, 52, 55, 56, 61, and 64; Block 1998, Lots 1, 3, 6, 10, 13, 16, 17\(^2\), 24, 26, 29, 38, 49, 57, and 61; and Block 1999, Lots 1, 29, 30, 31,

\(^2\) Although this Lot 17 (site of the Studebaker Building) is within the Project Site, its development is not part of the Project.
The Project Site is currently dominated by warehouses, auto repair and service stations, and aging vacant or deteriorating buildings. The Project Site’s block and lot designations are provided in Exhibit A.

Currently, Columbia controls more than 80% of the lots on the Project Site through ownership or through contracts or options to purchase certain parcels. Those portions of the Project Site that are not under Columbia’s control are either privately owned (including one lot that is owned by Consolidated Edison Company of New York (“Con Edison”)) or are owned by the City of New York (the “City”). Two of the City-owned parcels are currently leased to an affiliate of the Metropolitan Transportation Authority (the affiliate hereinafter referred to as the “MTA”) for use as bus depot/parking and service facilities. A map depicting the current ownership and control of the Project Site’s parcels is attached as Exhibit B.

As noted above, the Project Site also includes City-owned land constituting below-grade portions of West 130th Street, West 131st Street and West 132nd Street between Broadway and Twelfth Avenue, as well as below-grade portions of other City streets within the Project Site that are needed for the Below-Grade Facility and other components of Project implementation such as access, below-grade support structures and tie backs (collectively, the “Underground Streets Area”). The surface, roadbed and areas immediately beneath these streets would continue to be owned by the City and would remain open at grade after roadbed reconstruction is completed. The exact upper and lower limits of the Underground Streets Area would vary, but the upper limit below West 130th, West 131st, and West 132nd Streets would generally be eight to ten feet below street grade.

C. Project Overview & Goals

The principal goals of the Project are: (1) to maintain the City and State of New York as leading centers of higher education and academic research by providing for Columbia’s long term growth through the creation of an open, integrated, urban campus with state-of-the-art facilities; (2) to facilitate scientific advances through academic research; (3) to transform an urban landscape that is presently underutilized, unattractive and substandard into new educational, cultural, recreational and local retail facilities; (4) to provide Columbia with the flexibility to accommodate a range of higher educational uses, such as emerging areas of
research that would encourage scientific innovation; (5) to provide tangible community benefits in terms of new employment opportunities, publicly-accessible open spaces, and other civic amenities; and (6) to enliven West 125th Street to draw residents to the new West Harlem Piers Park.

To achieve these goals, the Educational Mixed-Use Development would create a modern, open, integrated, urban teaching and academic research campus with approximately 6.8 million GSF of new facilities, with the Below-Grade Facility as one of its key components. This Below-Grade Facility would provide needed support space for higher education and academic research facilities, in addition to the new space provided above-grade in up to 16 new buildings. The Facility would also integrate the new campus by connecting facilities below-grade and underneath City streets and by providing shared infrastructure consistent with modern facility design objectives. The Below-Grade Facility would create new underground parking and receiving facilities that would help minimize street congestion. The Facility would also reduce the density of above-grade development by providing space below ground for necessary facilities, which in turn would make room for new public open spaces and broader sidewalks and improve sight lines. Existing City streets within the Project Site would remain open (following reconstruction and staging use) providing access to and through the campus and facilitating a mix of street level uses. This would strengthen Columbia’s connection to the area, connect Central and West Harlem to new open space and recreational opportunities now under construction within the West Harlem Piers Park, and draw nearby residents to new, active ground floor retail and community uses.

The land use and operational requirements specified in this GPP would ensure that the Educational Mixed-Use Development continues to achieve the Project’s goals in the future. These requirements include: limitations on above-grade and below-grade uses to specified educational and supporting uses; maximum and minimum development ranges that would provide for an appropriate balance among these uses; and a requirement that the architecturally and historically significant Warren Nash Service Station Building (the “Nash Building”) be retained and adaptively reused.
D. Background

Higher education is essential to the intellectual and economic growth of both the City and State of New York, with Columbia widely regarded as one of the leading institutions of higher education in the world. Private colleges, universities and other cultural institutions have grown at a rate more than three times the rate of New York State’s economy, increasing employment by 16% between 1990 and 2005. While industrial employment has been steadily decreasing in New York City, private colleges and universities annually spend $2.1 billion in research in New York State, spurring the creation of 10,000 new jobs in the private sector. Although technological changes have shifted jobs in finance, insurance and real estate away from urban centers, the interpersonal nature of educational institutions is more difficult to replicate in cyberspace.

Founded in 1754, Columbia is the oldest institution of higher education in New York State and the fifth oldest in the nation. Originally known as Kings College and located in Lower Manhattan, Columbia moved to Manhattan’s Morningside Heights a century ago, where its main campus and administrative offices are still located. It has been a major and integral academic institution in New York City and has contributed greatly both to the City’s leadership in higher education and to the intellectual growth and advancement of individuals of wide-ranging socioeconomic means. Today, Columbia’s financial aid programs are putting quality graduate and undergraduate educations within the reach of economically-disadvantaged students while supporting a broad and diverse student population.

Columbia’s facilities are currently comprised of: its main campus in Morningside Heights, which houses undergraduate and graduate schools and programs and adjoins affiliated schools such as Barnard College, Teachers College, as well as Jewish Theological Seminary and Union Theological Seminary; its Medical Center campus in Washington Heights; and athletic and recreational facilities located at the northern tip of Manhattan on the Harlem River. Columbia also operates the Lamont-Doherty Earth Observatory in Palisades, New York, and the Nevis Laboratories in Irvington, New York. In total, Columbia has approximately 24,400 students and employs over 14,000 people, over two-thirds of whom reside in New York City.

The Project Site is located in the Manhattanville section of West Harlem, approximately a half mile north of the Morningside Heights campus and one and three-quarters miles south of the
Medical Center campus. Manhattanville was one of the first areas of Manhattan island to be settled by the Dutch during the 17th century. Its gently sloping valley allowed easy entry from the Hudson River between shoreline bluffs, and encouraged settlement centered around present-day West 125th Street. The early development of Manhattanville with industry and shipping uses established relatively low-density development patterns that persist to this day with the Project Site’s predominance of auto repair and warehousing uses, a density far lower than surrounding neighborhoods.

Columbia has been a presence in Manhattanville for decades. In addition to its academic building (Prentis Hall) located on the south side of West 125th Street and university housing located at 560 Riverside Drive, Columbia is now renovating the former Studebaker Building on the Project Site for administrative uses. The adaptive reuse of this building (located within the Project Site at 615 West 131st Street) is an as-of-right use that will proceed regardless of whether the Project is approved. In addition, Columbia will provide a development site in the vicinity of the Project Site at no cost to the City for the creation of a new public secondary school that would utilize Columbia’s resources in science, mathematics and engineering. Columbia’s faculty would continue to assist the school (currently operating at a temporary location) with curriculum development.

E. The Need for Modern Higher Educational Facilities

In addition to the other public benefits it offers, the Project would allow Columbia to satisfy its long-term need for the modern facilities necessary to maintain Columbia’s competitive position as a leading university. Such facilities -- laboratories, classrooms, faculty offices, libraries, study and performance spaces -- are essential to the academic research, teaching, learning, and discourse at the core of higher education and prerequisites for attracting and retaining top faculty and students. Today, multidisciplinary academic research and teaching facilities need large, open floor plates which can be easily adapted to changes in technology, interdisciplinary programs and educational requirements. Large, regularly-shaped (generally rectangular) floor plates with a minimum of obstructions are particularly important for academic research because they facilitate interaction of different scientific disciplines and enable higher education institutions to compete more effectively for federal research grants.
Academic Research Facilities

The National Science Foundation (“NSF”) and the National Institutes of Health (“NIH”) are two of the principal national governmental agencies that award grants for scientific research. Although there is no single template for the design of modern research laboratories, guidelines issued by these organizations identify flexibility and adaptability as key objectives in the design of new laboratory facilities, including those dedicated to academic research. Columbia ranks in or near the top 10 institutions nationally in total sponsored research grant income awarded by NSF and NIH, thus making their guidelines an important factor in Columbia’s facility planning. These guidelines favor multiple-purpose occupancy with shared support, amenities and core facilities over traditional, single-discipline, stand-alone research facilities. The design of academic research facilities with these attributes also helps institutions such as Columbia recover operating costs under NIH and NSF reimbursement criteria.

State-of-the-art academic research buildings are designed with rectangular floor plates of at least 25,000 square feet in size to maximize achievement of these objectives. The academic research facilities contemplated as part of the Project would house research laboratories able to accommodate adjustable space configurations, special purpose equipment, and support spaces. Wet laboratories are currently the most common type of research laboratory space. These typically include lab benches, fume hoods, chemical resistant finishes, storage space for chemicals and solvents, plug-in plumbing, and outlets for compressed air, gas, vacuum, water, deionized water, and electricity.

Modern lab buildings are based on a repetitive and regular planning module to facilitate flexible groupings of three types of space that need to be in close proximity: laboratories, laboratory support, and office/meeting space. Large, open, rectangular floor plates are required to maximize flexibility and interaction among scientists of various disciplines working on the next scientific breakthrough or medical advancement. The rectangular shape also provides flexibility for the expansion or contraction of space allocation quickly, without costly and time-consuming facility alterations. In addition, the minimum 25,000 square foot size generally assures an appropriate ratio of “usable space” (such as laboratory benches and offices, also called “assignable space”) to “total space” (usable space plus other nonusable but necessary space, such as public corridors and elevators), as NIH and NSF reimburse institutions’ overhead costs based
on usable space. If the proportion of usable space to total space drops too low, the institution is not able to recover in full its operating costs for such facilities. As the requirements of modern scientific research have evolved over time, the easy adaptability of the laboratory layout within a large rectangular floor plate has become an essential component of such facility design.\(^3\)

**Academic Facilities**

Academic uses are comprised of instructional and related activities, including non-laboratory research, requiring classrooms, computational and other analytical space, offices for faculty and administrators, and library and study spaces, along with spaces related thereto, including teaching laboratories. Although each academic discipline has specific space needs to support its program, construction and operational efficiencies are measurably higher with large floor plate buildings. As with academic research facilities, large floor plates in academic facilities allow for greater flexibility in programming over the long term. Classrooms located together on lower floors optimize the accommodation of large groups of students and facilitate their moving easily from one room to another during class changes. Large lecture halls are typically clustered on the same floor because they require a floor-to-floor height higher than ordinary classrooms to accommodate sloped floors for auditorium-style seating. Large floor plates make this clustering feasible and also create centralized informal meeting and gathering spaces that enhance the intellectual life of the school.

**Overall Need**

Large facility expansions are planned or underway at other leading higher education institutions throughout the nation. Harvard is developing its Allston campus, envisioned as “Harvard’s 21st Century Campus,” on approximately 130 acres across the Charles River from its main campus. The first stage of this expansion includes the construction of a new 1 million square foot scientific and educational research building. The University of Pennsylvania is expanding onto a 24 acre site along the Schuylkill River near its West Philadelphia campus, where preliminary planning has identified interdisciplinary research space and health sciences as key components. Yale University recently purchased a 136-acre tract west of New Haven and

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\(^3\) The EIS (p. 1-10) lists examples of large floor plate research facilities recently constructed or planned by other universities.
has launched a $1 billion construction program for new science and research buildings. The new facilities would include several new buildings for Yale’s medical school and would accommodate both graduate and undergraduate science programs.

Columbia has grown at an average rate of approximately 200,000 square feet per year over the past decade. Based on this rate of growth, and to keep pace with other leading universities, Columbia estimates that over the next 25 years it must expand its program space by 5 to 6 million square feet, exclusive of support facilities such as parking and utilities. Based on current trends in graduate programs and academic research, Columbia projects that approximately half of this program space will be needed for academic research, with the balance devoted to other higher educational uses, such as academic, university housing, and recreational facilities.

Columbia now faces significant challenges in providing these facilities due to the limits of its existing space and facilities, as well as the siting constraints associated with being located on one of the world’s most densely developed islands. Columbia’s ratio of square footage per student -- 326 GSF per student -- is already considerably lower than any of its peer institutions.\(^4\) Columbia has considered a range of options for meeting its long-term facility needs, including expanding existing buildings, replacing existing buildings with larger structures, developing nearby off-campus properties, and continuing to acquire nearby properties as they become available in the marketplace. Columbia has also evaluated how to make better use of its facilities at its Morningside Heights and Medical Center campuses, as well as its existing facilities outside Manhattan.\(^5\) Columbia has concluded that none of these options would adequately address its long-term space needs, promote integration among disciplines and schools, create an environment that would foster new areas of education and academic research, and provide sufficient room for civic amenities for both Columbia’s population and local residents. The

\(^4\) A sampling of square footage to student ratios for other leading higher education institutions is presented in the EIS, pages 1-13 to 14.

\(^5\) In addition, Columbia considered the possible use of vacant land at the southern end of the Riverside South development area, a large-scale mixed-use project being built between West 59th Street and West 72nd Street west of West End Avenue. Aside from its limited size, which would not meet Columbia’s long-term needs, Columbia concluded that this site was not feasible due to its substantial distance from the Morningside Heights campus, the Medical Center campus, and public transportation.
Educational Mixed-Use Development is proposed to meet these needs and goals, maintain the position of the City and State as international centers for higher education and research, develop the intellectual capital of their citizens and provide new employment opportunities, both directly and indirectly, to their residents.

F. Project Description

The Project would create an estimated 6.8 million GSF of building space, with just over 5 million GSF for use by Columbia for higher education purposes, including teaching, academic research, recreation, below-grade support and university housing. The remaining space would be used for energy centers, parking, storage and other supporting uses, with approximately 162,000 GSF dedicated to active ground floor uses. Approximately 4.8 million GSF of the total space would be developed above-grade on 17 development sites, with the balance to be provided below-grade — principally in the Below-Grade Facility. With world-renowned architects overseeing the Project’s design, the Educational Mixed-Use Development is expected to contain a variety of building heights and shapes generally compatible with neighboring buildings and site topography that would be clustered around new public open spaces.6

1. Site Size & Configuration

A large, substantially contiguous site is required for the development of a modern, open, integrated urban campus. At 17 acres, the Project Site would accommodate Columbia’s long-term future contemplated growth and its need for flexible, state-of-the art facilities with sufficiently large floor plates; permit parking and other infrastructure to be located below-grade within the new Below-Grade Facility; and facilitate the construction of broader sidewalks and mid-block open spaces that are essential to the creation of an urban campus that is open to the surrounding community. As the Project is implemented, it would ensure consistent, orderly, comprehensive and controlled growth throughout the 17 acres. The Project Site is also proximate to other Columbia facilities, particularly its Morningside Heights and Medical Center campuses. Such proximity would foster inter-disciplinary discourse and collaboration among

6 Under the Rezoning, maximum building heights would range from 120 feet to 240 feet to the roofline (not including mechanical equipment).
university faculty and students, which are vital to a dynamic academic environment and to keeping New York City a vibrant center of research and intellectual energy.

**Infill Alternatives**

The EIS evaluated a range of alternative scenarios to the West Harlem Rezoning for development on the Project Site, including two scenarios which assumed the use of only those parcels that Columbia currently owns or controls. One of these scenarios assumed that the floor area ratio (“FAR”) of the Columbia-owned or controlled sites would be 6 for community facility and commercial uses, as in the proposed Rezoning (the “FAR 6 Infill Alternative”). The other alternative, called the “Full Build Infill Alternative,” considered a scenario under which Columbia’s long-term needs would be accommodated on those sites without any limitation as to the FAR. Under either alternative, there would be no Below-Grade Facility because it could not be constructed without land beneath City streets and because it would be impracticable to construct slurry walls around the smaller, irregularly-shaped and discontinuous parcels not owned or controlled by Columbia.

Under these two scenarios, the number of existing industrial, warehouse and transportation buildings and uses that would remain in place on the Project Site would prevent Columbia from achieving its goal of an integrated, open, modern urban campus. The continued presence of these buildings and uses would also make it impossible to create at-grade setbacks, widened sidewalks and the contemplated major publicly-accessible open spaces. Because neither scenario could accommodate the Below-Grade Facility, there also would be increased vehicular traffic, parking and loading on City streets.

The FAR 6 Infill Alternative would provide only approximately 60% of the total program space compared to the Project, thus falling far short of meeting Columbia’s stated space needs. Under the Full Build Infill Alternative, the Project Site could accommodate the construction of approximately 5.1 million GSF of program space, but only by pushing new buildings to heights far in excess of the 240 foot limit permitted by the Rezoning. Those required building heights (over 500 feet, excluding roof top mechanical equipment) would not be compatible with the surrounding community or the remaining buildings on the Project Site.
The EIS also included an Expanded Infill Alternative, which considered the extent to which Columbia’s program needs could be accommodated using Columbia-owned or controlled sites and publicly-owned property (both above- and below-grade). The Expanded Infill Alternative would provide only 65% of the total program space that would be provided by the Educational Mixed-Use Development. Like the FAR 6 Infill Alternative, the continued presence of existing industrial and warehouse buildings would prevent Columbia from achieving its goal of an integrated, modern, open campus, and reduce the amount of publicly accessible open space. The Below-Grade Facility would be significantly smaller and would not provide the functionality necessary to keep most of the loading, parking, and other support facilities below grade. The limited space available on West 125th Street would preclude Columbia from achieving its goal of enlivening that street as a gateway to the new West Harlem Piers Park as well as the new campus.

None of these alternatives would provide the public benefits of the Project or meet Columbia’s educational needs for an open, integrated campus possessing large floor plates for modern academic and academic research buildings, or create the open space and other public benefits which would accompany the Project.

197-a Plan Alternative

The EIS also included, at the request of Community Board 9, an alternative based on a 197-a Plan under the New York City Charter that was proposed by that Board (the “197-a Plan Alternative”) to evaluate the extent to which that Plan would achieve the goals of the Rezoning, including the Project. The Community Board’s 197-a Plan Alternative recognized the significant underutilization of the Project Site. The EIS used a series of assumptions developed by the New York City Department of City Planning in conjunction with the Community Board and stated that the 197-a Plan Alternative would not meet the basic goals and objectives of the Project, including the creation of an integrated modern, urban and open campus. Moreover, only approximately 31% of Columbia’s program space needs could be met, and only one state-of-the-art academic research building could be constructed under this Plan.

Two variants of this alternative were also considered in the EIS: the “197-a Plan 2 Alternative” and the “197-a Plan 2 ‘Relaxed’ Alternative”. The 197-a Plan 2 Alternative
incorporated changes in the boundaries of several subdistricts within the proposed area to be rezoned (including portions of the Project Site), and modified land use and floor area requirements and design regulations in those areas. The changes would have allowed larger floorplates and higher community facility floor area, among other things. The Community Board indicated that the changes were intended to “enable Columbia to redevelop its properties to meet its needs in a manner consistent with the goals and objectives of the 197-a Plan.” (EIS at page S-92.) The 197-a Plan 2 “Relaxed” Alternative would have allowed the demolition of historic structures that would be protected under the 197-a Plan 2 Alternative, thereby affording Columbia an opportunity to demolish historic structures in order to allow for the potential construction of new buildings with the large floorplates required for the Project.

The EIS concluded that both variants of the 197-a Plan Alternative described above would not meet the basic goals and objectives of the Project, including the creation of an integrated modern, urban and open campus. Although these scenarios would accommodate more space than the original 197-a Plan Alternative, the 197-a Plan 2 Alternative and the 197-a Plan 2 “Relaxed” Alternative would accommodate only 50% and 53%, respectively, of the Project’s required floor area. The lack of the full Below-Grade Facility would reduce the functionality of the Project, preclude the provision of full program space, and limit the ability to create a campus environment. For example, each building would need its own parking, truck delivery docks, curb cuts, and ramps for any below-grade parking. These features – many of which would be above-grade – would be incompatible with the campus atmosphere sought by Columbia. Support services would not only need to be duplicated but the limits on below-grade space would require support services for academic research, as well as utilities, to be placed in buildings. These and similar consequences would constrain Columbia’s ability to achieve its program goals. In addition, neither alternative could accommodate the uses contemplated for the first phase of the Project, as there would be insufficient space and floor area for the relocation of the Business School and the School of the Arts. Without these critical components, the integrity of the overall Project would be jeopardized.
2. **Above-Grade Development**

The illustrative plan for the above-grade development of the Project is set forth in Exhibit C. New academic research buildings – including, for example, laboratories dedicated to neuroscience, biomedical engineering, nanotechnology, system biology and environmental sciences – are proposed primarily along the Broadway corridor on development sites ("Sites") 2, 6, 6b, 8, and 15, with two academic research sites on Sites 12 and 13. These laboratories would be operated in accordance with applicable Biosafety Level standards for clinical, diagnostic, teaching, and research facilities issued by NIH and the Centers for Disease Control and Prevention. The applicable standard would not exceed Biosafety Level 3.

New academic facilities are proposed along the West 125th/129th Street corridor (Sites 1, 3, 4 and 7) as well as on Twelfth Avenue (Sites 10 and 14), and on the east side of Broadway in portions of the Nash Building (Site 16), which would be renovated for adaptive re-use. University housing would be located on Twelfth Avenue sites (Sites 7 and 14, with such sites being shared with academic uses) and along Broadway (Sites 11 and 17), with a recreation center to be developed on Site 9, in the midblock between West 131st and West 132nd Streets.

Along West 125th Street, Broadway, and Twelfth Avenue, Project buildings would permit a range of active ground floor uses as mandated by the Rezoning, including community-oriented uses such as retail, galleries, performance spaces, community centers and daycare centers. Glazing and transparency would be required on the street walls on the lower floors of all new buildings to help connect them to the lively commercial corridor and contribute to a pedestrian-friendly approach to the West Harlem waterfront.

All new academic and academic research buildings would have large, relatively unencumbered floor plates sufficiently sized to house state-of-the-art facilities. Flexibility is required in the educational programming of the Project’s new buildings due to the long build out period and the need to respond to evolving academic needs. Accordingly, Columbia would be permitted to develop Sites 7, 11, and 14 for academic and/or university housing use; Sites 6b, 8, 15.

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7 Subsequent to the completion of the EIS and prior to the approval of the Rezoning by the City Planning Commission, Columbia refined its plans for certain sites at the request of the City Planning Commission. Those modifications were described and their environmental consequences discussed in a Technical Memorandum, dated November 26, 2007.
10, 12, 13 and 15 would be developed for academic and/or academic research uses; and Sites 6 and 9 would be developed for academic research and/or recreation use. These permitted uses are set forth in Exhibit D.

3. **Below-Grade Facility**

The Below-Grade Facility is a critical component of the Project. It would extend under most of the Project’s development sites, approximately from the north side of West 125th and West 129th Streets to the south side of West 133rd Street and from the east side of Twelfth Avenue to the west side of Broadway, and below the intervening City streets. Construction of this continuous, multi-level, below-grade structure would require extensive excavation, blasting in limited areas and the construction of slurry walls, and other foundation walls with related foundation supports and tie backs.

The Below-Grade Facility would provide multiple vertically contiguous levels of varying depth (up to approximately 80 feet) to accommodate educational, academic research, recreational and supporting uses and infrastructure. The Facility would be used to support Columbia’s academic, academic research, university housing, recreation and teaching programs and the needs of other occupants of buildings in the Project Site. It is expected that the Facility would house centralized energy plants to provide heating, ventilation and air conditioning, other utility services and mechanical facilities; shops, receiving, loading, trash compaction, recycling and goods distribution facilities; parking, storage, research support facilities, recreation facilities; and other academic and shared academic research building support facilities, such as libraries, food service areas, meeting spaces, classroom and other instructional spaces, computer labs, and equipment. In addition, the Below-Grade Facility portion of West 132nd Street may be used for bus depot, public transportation and accessory uses.

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8. The Below-Grade Facility would not extend under the new buildings on Sites 1, 15, and 17 or under the existing Nash and Studebaker Buildings.

9. Columbia may permit use of the Below-Grade Facility for utility lines, conduit, cable, equipment, etc., that is not owned by Columbia or used for the Project provided that such public utility equipment installation is required (1) for the relocation of public utilities which are located within the Project Site or (2) for public utilities, whether now providing services or which may provide services in the future to customers within the vicinity of the Project Site and with respect to which the public streets cannot reasonably accommodate the installation of such public utility equipment.
The Facility’s below-grade educational and research facilities would increase the efficiency and adaptability of the above-grade spaces, while the Facility’s parking and loading functions would help minimize mobile source emissions and vehicular presence on local streets and enhance the pedestrian experience at street level. Subject to an agreement with the MTA, and so long as the various legal and regulatory approvals are secured, the bus depot and parking facility, which currently occupies above-grade and some traditional below-grade space on Block 1999 may be located in a separate new below-grade facility on that parcel.

A graphical depiction of below-grade elements of the Educational Mixed-Use Development is set forth in Exhibit E, although the location of some uses may shift as Columbia’s needs change over time. The approximate space allocations are expected to be constant in terms of one another.

4. **Open Spaces**

Columbia would construct new open spaces substantially as they are described in the EIS as each block of the Project Site is developed, even if the prerequisites to the construction of open space under the Rezoning were not then met. These new open spaces would be gateless and publicly accessible, but privately-owned and maintained, and would be integrated into the urban fabric of Manhattanville. As shown in Exhibit F, these open spaces would include widened sidewalks, midblock open spaces, a large square and two smaller, park-like open spaces. These interrelated open spaces would not be fenced, but would invite pedestrians via widened sidewalks into an open, attractive urban campus – a considerable improvement over the bleak and treeless conditions that now prevail on the Project Site, which discourage east-west pedestrian traffic, particularly after dusk. In total, Columbia would be required to create and maintain in perpetuity at its cost some 94,000 square feet of publicly accessible open space punctuated by trees, paths, landscaping and street furniture, with an additional 28,000 square feet of space for widened sidewalks.

equipment because of space or constructability limitations. Any other forms or manner of public utility equipment installation within the volume of the Below-Grade Facility would require the City’s and ESDC’s express consent.
Sidewalks within the Project Site would be widened on West 130th Street; the north sides of West 129th Street and West 132nd Street; and the south side of West 131st Street and West 133rd Street to provide additional light and air to the Project Site and to enhance views from Broadway of the Hudson River and two architecturally significant transportation viaducts. Sidewalks along Twelfth Avenue would be widened by 30 feet to approximately 50 feet and would include a new walking path, landscaping and seating, as well as a market zone to accommodate kiosks and street vendors.

The proposed Educational Mixed-Use Development includes mid-block open spaces, as shown on Exhibit F, extending between West 129th Street and West 133rd Street, on the blocks between Twelfth Avenue and Broadway, that would create mid-block north-south view corridors and improve connectivity through the Project Site. Each of these mid-block open spaces would extend through the block on which it is located, from sidewalk to sidewalk, and be at least 50 feet wide at grade. In all, the mid-block open spaces would provide at least 40,000 square feet of active and passive open space, and include walking paths, trees, lawn and other amenities. In addition, an east-west open space at least 60 feet wide would be constructed east of Broadway in the midblock between West 131st and West 133rd Streets. It would extend through the whole block from Old Broadway to Broadway and would align with West 132nd Street to allow access and views to the Hudson River from Old Broadway.

A large, central public open space (the “Square”) would be created just west of the center of Block 1997. The Square would be a minimum of 40,000 square feet in size (almost one acre) and would include landscaped surfaces, trees and areas for active and passive recreational use. On Block 1996, three of the Project’s new buildings would be clustered around a smaller, approximately 11,700 square foot central open space (the “Small Square”), which would provide for pedestrian enjoyment and focus the new development toward West 125th Street, thereby improving the Project Site’s connection to the street grid. An approximately 585 square foot open space (the “Grove”) would be constructed across the street as indicated in Exhibit F. The Square, the Small Square and the Grove would be designed to complement the streetscape and provide for passive open space and seating for the public. The timing of the development of the new open spaces is discussed below in Section F.5.
5. **Development of the Project Site**

As described below, the Project would be constructed in two Phases over the course of approximately 25 years. Phase I would be carried out in two Stages beginning in late 2008 that would include the entire Project Site except for Block 1999.\(^{10}\) Construction of Phase II would commence in approximately 2025 on Block 1999, with full build out of the Project expected to occur in 2033. The two Phases of the Project are delineated in Exhibit B.

Construction of the Project would generally move from south to north, starting on Blocks 1995, 1996 and 1997, proceeding northward, and ending on Block 1999. Each construction Stage (as hereafter defined) would begin with necessary property acquisition, relocation, above-grade abatement and remediation followed by demolition as needed for development of the Project. Excavation would occur for construction of subgrade slurry walls which would be poured around the perimeter of a particular work area. After the slurry walls were poured, soils within the construction area would then be excavated, and (if necessary) remediated, underground facilities would be constructed, followed by the construction of above-grade buildings.

The intensive and complex excavation and construction activities during Phase I require that areas of the Project Site be set aside for construction staging activities such as on-site management, truck marshalling, materials lay down and parking for construction workers. These areas would help minimize street congestion from truck traffic, reduce on-street air emissions from idling trucks and improve site safety. They would also enable trucks to assemble off-street near the construction site so that they can be called on as needed to remove fill generated by the site’s excavation while minimizing idling time.\(^{11}\)

*Phase I, Stage 1 (2008-2015)*

Phase I, Stage 1 would encompass: (i) staging and construction on Block 1995, Lots 31 and 35; Block 1996, Lots 14, 15, 16, 18, 20, 21, 23, 29, 34, 36, 50, 56 and 61; Block 1997, Lots 1, 6, 9, 14, 17, 18, 21, 27, 29, 30, 33, 34, 40, 44, 47, 48, 49, 52, 55, 56, 61, and 64; West 130\(^{th}\)

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\(^{10}\) The Phases and Stages under this GPP do not coincide with the phases described in the EIS.

\(^{11}\) Columbia would ensure that trucks idling in staging areas comply with on-street idling regulations.
Street and the eastern portion of West 131st Street; (ii) staging only on Block 1986, Lot 30 and Block 1998, Lots 1, 3, 6, 10, 13, 16, 24, 26, 29, 57 and 61; and (iii) renovation of the Nash building on Block 1986, Lot 65. During this Stage, it is anticipated that Columbia would proceed with acquisition, relocation, above-grade abatement and remediation, as necessary, soil excavation and any necessary remediation, construction of foundations for the Below-Grade Facility, and construction of new buildings on Sites 1, 2, 3, 4, 6, 6b and 7.

Before excavation for the Below-Grade Facility could begin, Columbia would remove any utilities in West 130th and 131st Streets, and then install the slurry walls and the tie-backs necessary to restrict the flow of groundwater and to provide lateral stability. The slurry walls and tie backs would initially be installed around most or all of Blocks 1996 and 1997. During this Stage 1, it is anticipated that West 129th Street would be closed for less than six months for the installation of new utilities and that West 130th Street would be closed for up to three years. During this Stage, portions of West 131st Street would be closed for periods totaling up to three years as necessary to permit construction and staging. However, the closure of West 131st Street would not overlap with the closure of West 130th Street or any other street affected by the Project except on a temporary basis.

The newly constructed facilities during this Stage would permit Columbia to house academic and academic research programs in need of space while fostering the inter-disciplinary collaboration among faculty and students in the different fields of study co-located in the new space. The five buildings to be built in this Stage shall include space for the Jerome L. Greene Science Center for Columbia’s Mind, Brain and Behavior Initiative; the Columbia Business

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12 The exact location of the west and north sides of the slurry walls and the depth of the slurry walls cannot be ascertained until further engineering studies are completed; however, the construction of the initial portion of the slurry walls would necessitate the relocation of utilities located under the street bed and could require the acquisition of subgrade property (and/or tie back easements) on the north side of West 131st Street and below adjacent streets.

13 The Jerome L. Greene Science Center would include laboratories in which Columbia’s scientists would explore the causal relationship between gene function, brain wiring, and behavior, research which would have implications for the treatment of brain illness—probing the root causes of neurodegenerative diseases, such as Parkinson’s and Alzheimer’s, and motor neuron diseases, among others—and which would also assist in decoding disorders of mood and motivation, cognition and behavior, such as autism, dementia and schizophrenia. The Science Center would establish an educational outreach facility and clinical programs with a focus on childhood developmental disorders and diseases of the aging brain. Currently one in eight people age 65 years and older has Alzheimer’s; half of those 85 and older have it. By 2011, as millions of baby boomers turn 65, Alzheimer’s and dementia are projected to become the most significant public health problem for this nation.
School, the School of the Arts, and the School of International and Public Affairs. Three of these buildings would be clustered around the Small Square and the Grove that would also be constructed during Stage 1. Construction of new buildings on Sites 6 and 6b would extend into the next Stage, with their completion scheduled to occur no later than 2020. Renovations to allow for the reuse of the Nash Building on Site 16, which is located on the east side of Broadway north and east of these sites, is scheduled to begin in 2014.

**Phase I, Stage 2 (2016-2025)**

Phase I, Stage 2 is expected to commence in or about 2016 with site acquisition and occupant relocation to permit construction and staging on Block 1987, Lots 1 and 7; portions of Block 1987, Lot 9; and Block 1998; and beneath West 132\textsuperscript{nd} Street and the western portion of West 131\textsuperscript{st} Street. During this Stage, renovations would continue on the Nash Building and it is anticipated that remaining buildings on Block 1998 (except the Studebaker Building) would be emptied, abated, remediated and demolished. Development of the Below-Grade Facility would then progress northward, requiring the extension of the slurry walls and associated tie backs to connect with the slurry walls installed earlier. During Stage 2, West 131\textsuperscript{st} Street and West 132\textsuperscript{nd} Street may be closed to pedestrians and vehicle traffic to permit staging and construction, however one traffic lane in either West 131\textsuperscript{st} Street or West 132\textsuperscript{nd} Street would remain open at all times (except on a temporary basis). Acquisition, relocation and development on Site 17, along with a new off-site community facility immediately to the east of that site, are also expected to occur during Stage 2.

Construction during the two Stages of Phase I would require the relocation of utilities located under the street beds, and the possible acquisition of subsurface easements for tie backs or foundation support in advance of acquisitions of properties located on the northerly sides of West 131\textsuperscript{st} and West 132\textsuperscript{nd} Streets to support construction of the slurry wall. Thus, although a parcel required to be vacant for Stage 2 may not be acquired prior to 2016, subsurface easements to support foundations or the slurry wall to be constructed as part of Stage 1 may be required under certain Stage 2 properties prior to 2016. Similarly, subsurface easements may be required under Block 1999 prior to 2025 to facilitate the Stage 2 work. However, it is anticipated that no two streets would be closed at the same time, except on a temporary basis (i.e., hours) to permit necessary below-grade utility work.
Phase II and Project Build-Out (2025-2033)

Construction of Phase II is expected to commence in 2025 and would encompass all of Block 1999. During this Phase, it is anticipated that any remaining buildings on Block 1999 would be emptied, abatement and remediation would occur, with portions of this Block to be used for staging. During Phase II, development of the Below-Grade Facility would progress northward, the MTA bus depot and parking facility would be relocated underground and new buildings on Block 1999 (Sites 11, 12, 13 and 14) and on Block 1986 (Site 15) would be constructed. During periods of time in Phase II, West 132nd Street would be closed to pedestrians and vehicle traffic to permit construction and staging.

Timing of Development of Open Spaces

The development of the public open spaces would take place in conjunction with the development of each block. Columbia’s obligation to create open space in Stage 1 would be triggered upon the commencement of demolition, excavation or construction activities in furtherance of the Project for Stage 1 after required acquisitions and delivery of vacant possession by ESDC in furtherance of the Project in connection with that Stage. Substantial completion of the Project’s open space would be tied to the issuance of a temporary certificate of occupancy (“TCO”) for the above-grade portions of adjoining buildings, unless required sooner under the Rezoning.

On Block 1995, the Grove would be substantially completed within one year after a TCO has been issued permitting the occupancy of one or more floors in the newly constructed building on Site 1. On Block 1996, the Small Square and adjacent midblock open area would be substantially completed within one year after TCOs are issued for a floor in each of the new buildings on Sites 2, 3 and 4. On Block 1997, the Square would be substantially completed within one year after a TCO is issued for the new building on Site 7, and the adjoining midblock open area would be substantially completed within one year after a TCO is issued for a floor in the new building on Site 6b. Barring uncontrollable circumstances, the Square would be open to the public prior to the commencement of above-grade construction of any new building in Stage 2.
Columbia’s obligation to create open space in Stage 2 would be triggered upon the commencement of excavation or construction activities in furtherance of Stage 2 after acquisitions by ESDC required to effectuate that Stage. The midblock open area on Block 1998 would be substantially completed within one year after a TCO is issued for occupancy of a floor in the new building on Site 9. The midblock open area on Block 1999 would be substantially completed within one year after a TCO is issued for occupancy of a floor in each of the new buildings on Sites 12 and 13. Finally, an “East/West Open Area” would be substantially completed in accordance with the Rezoning prior to any occupancy of the new building on Site 15.

6. **Environmental Sustainability**

Columbia would design, build and operate the Project’s residential and academic buildings to achieve a minimum Leadership in Energy and Environmental Design (“LEED”) v. 2.2 Silver Certification (or its equivalent) from the United States Green Building Council (“USGBC”). Although current USGBC standards for sustainability may not be directly applicable to laboratory facilities or to large scale developments taking place over many years, Columbia would undertake good faith efforts to apply multi-building development criteria and would, where practicable, incorporate any relevant new standards into current and future stages of the Project’s development. To the extent practicable, Energy Star appliances would be used in all Project buildings as would appropriate technologies to mitigate heat island effects and reduce storm water runoff.

Columbia participates in Laboratories for the 21st Century (“Labs21”), a cooperative program of the U.S. Environmental Protection Agency and the U.S. Department of Energy intended to improve the energy efficiency and environmental performance of laboratories. During the construction and operation of the Project’s academic research facilities, Columbia would design, build and operate new academic research buildings in accordance with Labs21 guidelines.

Columbia has agreed to exercise reasonable efforts to reduce its greenhouse gas emissions by 2017. Other environmental sustainability measures incorporated into the Project include Columbia’s commitment to (1) commission all newly constructed buildings to ensure
optimal system performance in accordance with applicable LEED certifications; (2) establish a $10 million revolving fund to encourage use of energy efficiency measures relating to building components and operations on the Project Site different from or which exceed the LEED commitments made by Columbia in connection with this GPP; (3) reduce energy consumption in all new construction and major renovations as compared with the requirements in the New York State Energy Conservation Construction Code; (4) adopt measures to reduce air emissions during the construction period that would surpass those specified in New York City Local Law No. 77 of 2003, including the use of ultra-low-sulphur fuel in nonroad vehicles and nonroad engines; (5) use the best available technology to control emissions of particulate matter during construction; and (6) monitor the use of such measures and technologies by all contractors and subcontractors.

7. **Land Use Controls & Enforcement**

Redevelopment of the Project Site would be regulated principally by the City’s Rezoning and the GPP. The Rezoning would be enforced by the City and would govern and control significant features of the Project, including urban design, maximum building heights and envelopes, open space, and permitted uses. Additional requirements with respect to development and operation of the Educational Mixed-Use Development are set forth in this GPP and include, but are not limited to, the following:

(i) **Building Uses.** The primary above grade uses for new buildings on the Project Site would be limited to academic, academic research, university housing, recreation, as set forth in Exhibit D, and the retail and other active ground floors uses permitted by the Rezoning. Columbia would not permit occupancy of the Project Site for the conduct of scientific research as a commercial enterprise, provided that Columbia may engage in activities ancillary to academic or academic research activities or programs and may realize the benefit of intellectual property resulting from the conduct of academic or academic research activities or programs.

(ii) **Below-Grade Uses.** The Below-Grade Facility would be used for academic, academic research, recreation, and supporting uses, as set forth in Section F.3 above. Supporting uses permitted in the Below-Grade Facility would include
central energy plants to provide heating, ventilation, and air conditioning; academic research support facilities; parking and loading facilities; and storage space.

(iii) **Maximum and Minimum Development Ranges.** The Project would not exceed a zoning floor area of 4,417,956 square feet. Maximum and minimum GSF for above-grade development would be specified for use categories, as set forth in Exhibit G, to ensure a balance among these uses.

(iv) **Rehabilitation of Nash Building.** Renovation for adaptive reuse of the architecturally and historically significant Nash Building for higher education or supporting uses would be required.

(v) **Environmental Sustainability.** The design, construction and operation of the Project would comport with the environmental sustainability measures set forth in Section F.6. To ensure that design and construction would achieve LEED certification when the buildings are completed, Columbia has retained a LEED consultant who serves as a member of the Project’s design team. Columbia would also retain an independent, third-party monitor to oversee, on behalf of ESDC and the City, the design of buildings to achieve the requisite LEED design measures. The independent monitor would also oversee Columbia’s compliance with Project components relating to the environment and mitigation measures (all as set forth in the EIS), as well as other commitments set forth in this GPP. The independent monitor would be an entity that is jointly acceptable to ESDC and the City, with all associated monitoring costs to be borne by Columbia.

Compliance with the GPP, including these requirements, would be enforced in accordance with a Declaration of Covenants and Restrictions that would be recorded against each Project Site parcel and run with title to the land. Upon affirmation of the GPP and prior to the commencement of construction, the Declaration of Covenants and Restrictions would be recorded by ESDC effective immediately as to all property in the Project Site then owned by Columbia, and would become effective as to each additional parcel as and when acquired by Columbia or ESDC. The obligations of Columbia to adhere to the terms of the Declaration of
Covenants and Restrictions would be enforceable solely by the City (or its designee) and/or ESDC.

Nothing in this GPP shall be deemed to reduce or detract from Columbia’s obligations under any agreement entered into by Columbia with the West Harlem Local Development Corporation or any other obligations which are imposed in connection with the Rezoning or under the Declaration of Covenants and Restrictions. Construction of all aspects of the Educational Mixed-Use Development, including securing all permits and approvals, would be subject to and conform to the New York City Building Code.

G. Project Site Conditions

Except for the Studebaker and Nash Buildings, the Project would provide for the clearance of existing buildings within the Project Site -- now mostly dilapidated auto related repair shops and warehouses -- for the reconstruction and rehabilitation of the area with modern higher educational facilities and a mix of supporting uses, including recreational facilities and public open spaces.\(^\text{14}\) The Project would create a modern, open, integrated, urban campus that would be part of the fabric of the local community and would advance higher learning, while revitalizing the Project Site’s streetscape and providing new opportunities for active and passive recreation.

Of the 66 lots on the Project Site, approximately 60\% or more of the lots have one or more substandard, unsafe, insanitary or deteriorated conditions thereon, including exhibiting critical and poor physical condition, a vacancy rate of 25\% or more, and a utilization rate of 60\% or less. Approximately 87\% of the buildings on the Project Site were built more than 50 years ago and some 16\% of the buildings on the site were constructed more than a century ago. For many generations, the area has been largely used by diverse owners for automotive sales, automotive repair, storage warehouses and light industrial uses. Currently 31\% of the businesses are auto related. The high percentage of lots with deteriorating, insanitary and/or underutilized property conditions indicates that the Project Site has been suffering from long-term poor maintenance and disinvestment. These conditions are described in detail in the neighborhood

\(^{14}\) As noted in footnote 2, the Studebaker Building is not part of the Project. This GPP requires the Nash Building to be renovated.
conditions reports prepared in connection with this Project. The current bleak conditions in this area are and have been inhibiting growth in West Harlem and preventing the integration of the site into the surrounding community. At present, pedestrian street level activity is minimal within the Project Site, particularly after dusk, and discourages the use of the West Harlem Piers Park by residents of areas east of Broadway. Judged by typical measures of urban land utilization - build densities and vacancy - the Project Site is underutilized, particularly compared to other areas of Manhattan. The proposed Project would remove these blighted conditions.

H. Site Acquisition & Occupant Relocation

1. Site Acquisition

The Project Site consists of 66 tax lots. As of June 15, 2008, Columbia either owned or had contracts to purchase 53 of these lots, representing over 80% of the lots on the Project Site. The City owns four lots, two of which are leased to MTA for public transportation purposes (Block 1999, Lot 1 and Block 1997, Lot 6) and two of which are operated by the City’s Department of Housing Preservation and Development (“HPD”) in connection with its Tenant Interim Lease Program (Block 1998, Lot 38 and Block 1999, Lot 33) (the “HPD Lots”). The lots owned or controlled by Columbia together with the City-owned lots comprise over 85% of the Project Site area. Con Edison owns one lot (Block 1998, Lot 49) (the “Con Edison Lot”), which it uses for public utility purposes. Ownership and control of the lots is illustrated in Exhibit B.

Columbia continues to negotiate to acquire the properties within the Project Site that are not under its ownership or control. ESDC may assemble the Project Site as more fully set forth below through its statutory powers under the UDC Act, including the exercise of the power of eminent domain, in compliance with law, and pursuant to the EDPL, which would require a public hearing and a decision to go forward with such acquisitions. However, ESDC shall not exercise its eminent domain power to acquire the Project Site’s seven residential properties, described in Section H.2. below, at any time while they remain occupied by residential occupants. ESDC shall not exercise its eminent domain power to acquire possession of any other legal residential unit not in such seven residential properties prior to 2018. The relocation efforts described below are expected to result in the voluntary relocation of all residents before the property housing those residents is needed for Project development.
7.3.3 SCEG – Columbia’s West Harlem Expansion: A Look at the Issues
Columbia’s West Harlem Expansion: A Look at the Issues

A guide and reference created by the Student Coalition on Expansion and Gentrification
Columbia is a mostly white university that has proposed building a new campus in a neighborhood whose residents are predominantly people of color. The University’s past developments are largely responsible for the transformation of Morningside Heights from a racially and economically diverse neighborhood to an affluent white one. Yet current campus discourse regarding Columbia’s latest development proposal largely avoids critically engaging issues of race and racism. Columbia today is neither removed from its own history as a developer nor from gentrification in New York City as a whole.

Gentrification is the process by which poor and working-class urban neighborhoods are transformed for middle class residential and business uses. This occurs through an influx of private capital and affluent residents that often result in the displacement of low-income tenants and neighborhood businesses. In the US, gentrification is most often associated with the displacement of people of color and the rupture of their communities as more affluent white residents move in. Many see gentrification as the continuation of this country’s long history of uprooting people of color in the interest of economic or political gain.

The fact that gentrification tends to rely on racism and classism conflicts with the way most college students are taught to see race and ethnicity — that is, in terms of affirmative action, cultural heritage months, and promotional brochures full of diverse classrooms. Students and universities generally see the presence of people of color on a college campus as valuable. The presence of people of color in an urban neighborhood, however, is viewed as an obstacle to rising property values. This contradiction is alive and well in Columbia’s proposed expansion: even as the University promotes its plan by celebrating Harlem’s racial diversity, its proposal is certain to accelerate gentrification in a neighborhood that is over 90 percent people of color.

• In its current form, Columbia’s expansion would shut down more than eighty neighborhood businesses and destroy 132 units of affordable housing.
• More importantly, it would bring thousands of Columbia affiliates from both the Morningside and Medical campuses into West Harlem, dramatically increasing housing pressures throughout Harlem and Washington Heights.
• In addition to destroying so many businesses that serve current residents, Columbia’s expansion would bring with it new businesses that cater to the more affluent population of students, faculty, and administrators, further changing neighborhood character.

Columbia markets itself on the basis of the racial diversity of its student body and of surrounding neighborhoods, but it does so without demonstrating respect for people of color or commitment to their well-being.

If the University truly values Harlem for its “cultural richness,” it must expand in such a way that ensures that the mostly black and Latino residents of Harlem and Washington Heights will not see their communities destroyed by displacement and their neighborhoods changed beyond recognition.
The Student Coalition on Expansion and Gentrification, or SCEG, is a campus group that works to educate the student body about expansion and to mobilize students in solidarity with our neighbors in West Harlem. We are for the dissemination of accurate information and equitable, sustainable development practices. One common misconception about Columbia’s expansion is that people are either completely for expansion or completely against it. In reality, the debates about expansion have more to do with how it takes place than whether it will take place. Almost no one, including West Harlemites, is against the expansion entirely. Everyone recognizes that expansion will happen in some form, but what SCEG and many of the people commonly seen as “against expansion” want is for expansion to take place in such a way that respects the lives and livelihoods of our neighbors.

Many people are also confused about the West Harlem community’s adverse reaction to Columbia’s plans—if they aren’t against expansion, why do they seem to be so angry about the proposed expansion? We students got to campus about fifty years too late to understand why so many in the neighborhood mistrust the University. In the 1960s, during the wave of expansion that created East Campus, the International Affairs Building, the Law School, Plimpton, Ruggles, McBain, and the School of Social Work, nearly 10,000 people were evicted from their homes to make way for Columbia with virtually no dialogue, no compromise, and no compensation. The well-known student protests of 1968 had much to do with Columbia’s record as a landlord and a developer, and not only with the proposed gym in Morningside Park. Even since 1968, though the University has indisputably changed its practices for the better, CU has converted more than 6000 units of privately held housing in the neighborhood into office space and student and faculty housing, giving many residents the impression that they are being squeezed out of their own communities.

Today, as Columbia moves forward with its own seven billion dollar development plan in an area of West Harlem known as Manhattanville, neighborhood residents want to ensure that any development takes their community into account. To this end, Community Board 9 has spent nearly fifteen years in concert with urban planning experts at the Pratt Center developing a 197-A plan for the redevelopment of West Harlem. The 197-A calls for the protection of existing jobs, businesses and affordable housing in the area, as well as an investment in creating further affordable housing and living wage jobs as a part of any new development there. It also calls for environmentally sound construction practices and buildings so that future developments are truly sustainable. This framework for development creates a real opportunity for Columbia to be a role model for other large-scale expansions by universities and other non-profit institutions.

This opportunity, however, is also a necessity for the University. Columbia claims to pride itself on diversity and seldom misses an opportunity to extol the benefits of a racially and economically diverse student body and of being situated in such a diverse neighborhood. A huge number of students and faculty chose this school in large part because it is in New York. If Columbia develops outside of the parameters of the 197-A plan, it will be a loss to future students, who, having chosen to come to school in one of the most diverse cities in the world, will find themselves in a largely homogenous neighborhood. Moreover, as students, we want to be proud of our school. In its promotional materials, CU declares its commitment to the vitality and diversity of the communities of upper Manhattan and speaks of strengthening ties with its neighbors, even as it pursues the use of eminent domain to develop West Harlem. Eminent domain and the threat of its deployment preclude good faith negotiations, period. If Columbia truly cares about its neighbors, it must negotiate with them, not threaten them with force. The only forum in which Columbia is currently negotiating with neighborhood residents is in the context of a legally mandated Community Benefits Agreement. These negotiations constitute the bare minimum, and as a
University that pays so many to teach about social justice and human rights, Columbia ought to lead the way in negotiating with its neighbors about their community’s future, not simply doing what is required by City Hall. Finally, the keystone of Columbia’s expansion plan is a proposal to rezone the area as a mixed-used district, a move that in and of itself would send property values through the roof because it would allow for denser development. As a tax-exempt entity, Columbia University pays no property taxes, and thus stands to net millions of dollars in assets through the rezoning process alone. It is only right that Columbia should invest some of that windfall into programs for affordable housing, as such a zoning change would price many West Harlem residents out of their own neighborhood.

If it follows certain guidelines, CU’s proposed campus in West Harlem could be a model for development. Around the country, other elite universities like USC, Harvard, and Johns Hopkins are pursuing similarly ambitious expansion plans, as our university embarks on the largest fundraising campaign in the history of higher education. One of Columbia’s main arguments for expansion is that it needs more space in order to keep up with its peer institutions. Columbia should also take some development tips from its peer institutions. Harvard, for instance, has pledged to build all buildings in its upcoming development to the LEED (Leadership in Energy and Environmental Design) Gold Standard, and Harvard already finances and operates a number of continuing education scholarships for neighborhood residents as well as several affordable housing programs. The future of elite Universities may lie in further development, but truly elite Universities will develop responsibly and equitably. In order to remain on par with peer institutions, Columbia must make concrete commitments to affordable housing, environmentally sustainable development, and living wage jobs, all of which are central to the 197-A.

Columbia, however, has been silent on these points except to assure students and residents that expansion will be good for them. Alliances and negotiations cannot survive on good faith alone. Columbia must pledge itself publicly to benchmarks in each of these areas—living wage jobs, units of affordable housing, and environmental standards—and write them into the Community Benefits Agreement. That way, when we are told expansion will be good for us and for our neighbors, we can believe it. None of these concessions and commitments will inhibit CU’s plan in substantive ways: people will be working at this new campus—pay them well; people will be priced out of the neighborhood where they grew up while the University gets a tax-free windfall from zoning changes—split the difference to create affordable housing; buildings are going up in a neighborhood with one of the country’s highest asthma rates and only a stone’s throw from the Hudson river—minimize pollution. This is what we are asking for, and this is what is required to make the expansion the win-win proposition it could be.

Do you support an equitable and accountable expansion?

Do you think there are ways this development could be mutually beneficial to Columbia University and West Harlem?

Turn to the last page to learn more about how to get involved.
The Community’s 197-a Plan

While Columbia has consistently declared that its expansion into West Harlem will be an ‘all-or-nothing’ project, there is an alternative scenario for development that addresses the needs of both the University and its neighbors, and has broad public support. The 197-a plan is a set of guidelines created by the West Harlem community to inform and promote redevelopment in the neighborhood. Community Board 9, as the most local form of government, began developing the 197a plan in 1991. The plan is now in its final stages of revision, having undergone almost 15 years of public hearings to seek community input and create a comprehensive vision for the future of West Harlem. The framework set forth in the 197-a plan would allow for Columbia to expand in a way that recognizes and supports the needs of existing and future generations of the community that already lives in West Harlem, including neighborhood businesses and residents.

In the broadest terms, the 197-a plan calls for the protection and creation of affordable housing and living wage jobs, environmentally sustainable development, and in-fill development (building around non-Columbia-owned properties).

Five key concerns drive the plan:

- A need to improve the quality of life of its residents.
- A need to preserve historical building patterns and neighborhood scale.
- A need to encourage the creation and development of job-intensive businesses to benefit local residents.
- A need to allow for population growth in a manner that promotes diversity of incomes and ethnicity without displacement of existing residents.
- A need to significantly improve the social, cultural and economic opportunities for residents by encouraging the redevelopment of the area while preserving and enhancing the built and natural environment for present and future generations.

As a result, the plan makes recommendations including:

- A number of zoning changes to preserve jobs held in light industry in the area and in spaces that can absorb higher density developments for production/light manufacturing, commercial, cultural, education and residential and other mixed uses.
- Allowing for a mixture of production/light manufacturing, commercial, retail, cultural, and residential uses within the community, and in some cases within the same building to support new job creation, along with supporting current business development.
- The expansion of existing programs that provide housing for low-income tenants. Some buildings within these programs such as the TIL buildings on 133rd street are slated to be destroyed by Columbia’s expansion.
- The prohibition of the use of eminent domain to convey property to any private party seeking development in Manhattan’s Community District 9 (this includes Columbia’s proposed expansion area).
- Using opportunities presented by zoning changes that increase residential density or allowable uses to create affordable housing.
- Creating more green and open spaces throughout West Harlem.
- The expansion of landmark designations and historically preserved sites, including sites that would be destroyed by Columbia’s expansion in its current form.
- Improving transportation and transit in the neighborhood through widening select streets, creating bike paths, and improving bus services.
- Studying and planning much needed improvements to community facilities such as schools, senior citizen centers and youth centers.

Many of these recommendations do not conflict with Columbia’s plans for the area, such as creating more green spaces, and creating new jobs. Yet the University has ignored key concerns of the community such as preserving existing affordable housing and businesses, developing contextually with current building heights, and not using eminent domain for private development. Even where conflicts exist, in many cases, their resolution would not require a wholesale abandonment of Columbia’s expansion plans but rather select compromises.

For the full 197-a plan see - http://www.prattcenter.net/cp-cb9.php
Columbia’s Expansion Plan for West Harlem

Columbia argues it needs to expand because it has less space per student than other top-ranking universities. The University says it needs this space to maintain its position as an elite research institution, but the University’s caliber should be measured by its programming and policies, not square footage alone.

The University's proposed expansion into Manhattanville is a long-term plan for this expansion of the University’s programs and its research facilities that would take until the year 2030 to complete.

Buildings for the first phase of the proposed development include:

- The Jerome L. Greene Science Center
- A new site for Columbia Business School
- Columbia's School of the Arts
- A privately-owned publicly accessible park space
- A permanent site for the new, University-assisted public secondary school (opening in temporary space in September 2007)

The first phase would also include renovations to University-owned buildings on the south side of 125th Street — Prentis Hall as part of the new School of the Arts and the 560 Riverside Dr. faculty apartments. The University also may include more housing for faculty and grad students.

Why Manhattanville specifically?

- A primarily non-residential area that is “underutilized and lacked community amenities”
- A contiguous space for 5 million square feet of new development
- Access to public transportation
- Location between Columbia's Morningside Heights and Washington Heights campuses

Although the proposed rezoning area consists of approximately 35 acres, only 17 of these—from the north side of West 125th Street to West 133rd Street between Broadway and Twelfth Avenue, plus three properties immediately east of Broadway from West 131st Street to West 134th Street—are for Columbia's proposed development. The University is requesting that the area, which is currently zoned as light manufacturing, be rezoned for mixed-use development that would replace current businesses.

Biotech: Columbia proposes to build a biomedical research level-3 lab (out of 4 levels). The University has a poor safety record. It was fined $792,029 in 2002 by the U.S. Environmental Protection agency for violations involving improper storage and disposal of toxic waste and faulty emergency plans. This plan raises concerns not only because of CU’s lackluster safety record, but also because the research lab would be built on a fault line surrounded by a densely populated neighborhood, and would extend 7 stories underground in a flood plain area, making the lab especially vulnerable to natural disasters and accidents.

Retail: Columbia says that they will encourage ground-level retail to make the neighborhood more vibrant, but change in retail is one type of gentrification. If the retail stores included in the plan are only high-end, they will not benefit, for example, residents of Manhattanville or Grant Houses, who may be forced to travel farther to buy things they need at prices they can afford.

Community Access: Columbia always emphasizes that the open space they create will be accessible to local residents as well as students and faculty. While open space in Manhattan is certainly desirable, creating a campus that is open and inviting to people not affiliated with the University means more than constructing buildings with glass walls and not blocking off streets. The commitment to integrating local residents into the campus space must go deeper than this. Columbia must commit to making its resources available to local communities, such as its libraries, its athletic facilities and space for community meetings.

Columbia’s expansion is not only about the future of the institution but its effects on West Harlem. West Harlem residents will be negatively impacted and possibly displaced through such a large development if community resources, affordable housing, jobs and environmental concerns are not met within the expansion. The expansion must be accessible and accountable to the residents of West Harlem, many of whom are low-income people and people of color thus far not heard in this campus plan, despite CU’s self-proclaimed support of diversity and devotion to the communities of Upper Manhattan.
In the 1960s, to make way for the construction of the eastern portion of Columbia’s Morningside Campus and housing for Columbia affiliates in the neighborhood, the University evicted more than 9000 people.

- Since 1968, Columbia has acquired and converted more than 6000 units of affordable, rent-regulated housing for institutional use.
- In 2003, Columbia announced its plans to create a new campus in West Harlem, causing concern throughout the neighborhood that Columbia’s record of destroying affordable would continue unabated.
- Should it acquire the housing in the expansion area, Columbia has pledged to relocate displaced tenants. However, in addition to destroying the 150 units of affordable housing in the expansion area, Columbia has provided no guarantee that it will preserve the approximately 600 remaining units of affordable housing in its Morningside Heights properties.
- **Columbia is contributing to a citywide crisis:** in 2002 alone, 20,000 rent-stabilized units were lost to deregulation, and between 1990 and 2005 22,688 units of Mitchell-Lama housing were lost.

Columbia has not committed to creating a single unit of affordable housing as part of an expansion project that will only exacerbate the existing housing crises in the University, the neighborhood, and the City at large.

**So what is affordable housing?**
The federal government’s definition of affordable housing is when no more than 30% of a household’s income is spent on rent.

In 2005, Community District 9 had a median household income of $32,918/year, so rents over $823/month would be considered generally “unaffordable.” The median monthly rent burden in CD9 happens to be past this limit ($884); currently, 40% of CD9 residents pay over 1/2 their monthly incomes on rent (including Columbia University affiliates). Moreover, the median household income of West Harlem is lower than that of CD9 as a whole (in 2000, under $20,000/year), so the need for affordable housing is even greater here.
Living Wage and Columbia’s Expansion

One of the major selling points of Columbia’s expansion plan is the University’s claim that the development would create 6,900 new jobs in the area: 21% administrators, 20% researchers, 14% faculty, 14% technicians, 9% post-doc, 7% support staff, 6% clerical staff, and 9% non-Columbia jobs.

- Of the Columbia jobs, only support staff and clerical staff do not require advanced degrees or extensive job training, and they are the only jobs that Columbia could not readily fill with University affiliates (most technician positions, for example, are likely to be awarded to graduate students). These jobs would account for about 900 of the new jobs created by the expansion.
- The University estimates that 9% would be non-Columbia jobs – about 620 mostly minimum-wage, service sector jobs (retail, food service, etc.).
- The trade off of these 1500 or so jobs, created over the next 30 years, does not add up when considering that there are already 1,600 jobs in the area, as estimated by the EIS Scoping Document.
- If you look at Columbia’s pool of current employees, this makes sense: of all of their currently listed jobs, fewer than two thousand CD9 residents are employed and only 213 of those (just over 10%) live above 125th St. or in public housing.
- Columbia also often uses subcontracted labor from employers like New England Linen and Summit Security that do not guarantee a living wage.

The University has made no commitment verbally or in writing to ensuring that any new jobs created by the expansion will be living wage.

So what is a living wage?

A living wage enables workers to meet their needs for nutritious food and clean water, shelter, clothes, education, health care and transport, as well as allowing for a discretionary income. It should be enough to provide for the basic needs of workers and their families, to allow them to participate fully in society and live with dignity. It should take into account the cost of living, social security benefits and the relative standards of other groups.

(Labor Behind the Label, 1999)

What is Eminent Domain?

What is eminent domain? How is it defined?

Eminent domain, broadly understood, is the power of the state to seize private property without the owner's consent. Historically, the most common uses of property taken by eminent domain are public facilities, highways, and railroads.

Traditionally, the power of eminent domain has been exercised for the construction of large public projects, but its use is beginning to be broadened to projects involving ‘public benefit’ as well as ‘public use.’ The decision in Kelo v. City of New London, a case that came before the US Supreme Court in 2004, set a precedent for property to be transferred to a private owner for the purpose of economic development. The court found that if an economic project creates new jobs, increases tax and other city revenues, and revitalizes a depressed or blighted urban area it qualifies as a public use.

This expands on a prior decision in Berman v. Parker (1954) which argued that the problems of large-scale urban blight need to be addressed with large-scale redevelopment plans and that land can be confiscated, and transferred to a private entity for a clearly defined public use. Since the Kelo decision, many states have passed regulations limiting the use of eminent domain to clearly proscribed limits. To this date, New York is not one of these states.

Are owners of condemned properties compensated?

The Fifth Amendment to the U.S Constitution forbids the confiscation of property “without just compensation”, so that anyone whose property is acquired does receive some compensation. However, this is decided not by direct negotiation between prospective developer and current owner but by the government agency, which frequently leads to compensation packages that are inadequate.

Can Columbia itself exercise eminent domain?

No. Columbia is a private institution and does not have the power of eminent domain. It can, however, petition the state to exercise eminent domain as part of its development plan. In 2005, Columbia sent a letter to the Empire State Development Corporation, a state development authority
that does have the power to condemn property for seizure on behalf of private developers, and provided them with $300,000 to cover their legal expenses.

**What is wrong with eminent domain?**
Is it wrong for Columbia to claim to be negotiating with the community while reserving the right to ask the state to forcibly remove them?

Any honest negotiations have to be based on a spirit of compromise and mutual respect, not on the threat of force. It is difficult to imagine Columbia agreeing to a comprehensive benefits agreement when it can walk away from the table and remove people by force.

- Community residents have consistently asked the West Harlem Local Development Corporation, the body responsible for negotiations with the University, to make the prohibition of eminent domain a precondition for any talks with Columbia. Community Board 9, the governing body for the Manhattanville and Morningside Heights area, unanimously passed a resolution calling for the same. Columbia has disregarded the opinions of these community bodies.

- Community residents argue that the University has unfairly demonized local business-owners as “profit-seeking outsiders” despite the fact that they have worked in the community for generations and are active participants in CB9 and other community organizations. This is seen as a divide-and-conquer tactic that would allow Columbia to pave the way for the use of eminent domain without provoking political outcry from local residents and politicians.

- Columbia proposed and funded a blight survey in Manhattanville (to be conducted through NY State as a precondition for the use of eminent domain), in order to acquire the building rights for sub-grade properties within their proposed development area.

- What is disturbing about this is that Columbia itself owns 60% of the land involved in the blight determination and controls more than 80%, including all the vacant properties, open lots, properties in disrepair, and inadequately secured or ill-maintained property in the area that could be cited as a basis to find the area blighted. Thus, CU has certainly played a role in stifling the neighborhood’s economic development and engendering any blight that has occurred there, particularly since blight would have been a false characterization of the neighborhood before CU began buying property in the area in 2000.

- Though the blight survey has yet to be completed, the Columbia Spectator was able to obtain (through a FOIA request) a copy of CU’s General Project Plan, which presumes a blight finding in the study. Community Board 9 Chair Jordi Reyes-Montblanc has called Columbia’s presumptuousness in this regard “beneath contempt”, and has vowed that any declaration of blight will be challenged with a lawsuit.

- Eminent domain is only justified if the development in question is deemed to be for a ‘public use.’ The ever-broadening definition of “public use” implied in Columbia’s pursuit of eminent domain sets a dangerous precedent in which land could be transferred to any high-profile developer with political connections.

(Properties in white represent non-Columbia properties that want to remain)
THE EXPANSION TIMELINE:
 2002 and beyond....

**Fall 2002** Columbia University announced its plan to build a new campus in the Manhattanville area of West Harlem. Columbia has described its reason for the new campus as:

“Columbia University's proposal for a major expansion into the Manhattanville area is a reflection of two of the institution's most important goals. One is Columbia's urgent need for additional space. The other is a continuation of the commitment to the communities of Upper Manhattan and our belief that this effort will bring economic and other benefits to our neighbors. The University feels that it benefits enormously by living amid such creative and resilient communities. We must continue to intellectually engage the challenges of our world, and we must be physically and spiritually integrated into the fabric of our neighborhoods and this city.”

**Spring 2003** The Coalition to Preserve Community began to meet in St. Mary's Church of Harlem to organize against Columbia's expansion plans. The group mobilized hundreds of Harlem residents against an expansion that will make rent and services inaccessible to current residents, level community-owned businesses, and transform industrial West Harlem into an extension of the Upper West Side boutique wasteland.

**October 2003** A coalition of student groups at Columbia came together to organize a panel called “The Ethics of Expansion” to look at how past and future expansion plans affect community members. The group remains active as the Student Coalition on Expansion and Gentrification.

**January 2004** Columbia formed three “advisory” groups to which it presents expansion plans. The student advisory group met a total of two times that semester, and student input was not solicited.

**June 2004** Community Board 9 passed a resolution condemning the use of eminent domain as a corporate development tool.

**Spring 2004** Columbia submitted its initial rezoning plan to the city of New York.

**April 2004** Columbia formally released its expansion plan to an overflowing crowd at CB9. Bollinger claimed he was being “attacked” by community members who wanted to know how CU’s expansion would concretely benefit the current residents.

**June 2004** Columbia dismantled its Community Advisory Board—just as the board completed a report backing Community Board 9's 197-A plan.

**June 2004** In a single month, two expansion-related administrators—Executive Vice President for Government and Community Affairs Emily Lloyd and Director of Facilities Management Mark Burstein—stepped down from their positions.

**Fall 2004** Community Board 9 completed its 197-A plan, a land use and zoning document that offers an alternative vision for the development of West Harlem. This plan is currently being reviewed by the City Planning Agency alongside the Columbia’s plan.

**Early 2005** The City met with local constituents and Columbia to assess how the proceedings of a synchronized viewing of Columbia’s 197-C plan and the Community Board’s 197-A plan would be processed. The city committed funds to the development of a Community Benefits Agreement (CBA) – a document that codifies points of consensus and agreement between the parties – a route that ideally leads to greater public benefits. This need for a CBA prompted the formation of the Local Development Corporation (LDC) – an organization to represent a broad range of constituents and ensure communication to the public.

**April 2005** The Columbia Spectator exposed a secret deal between CU and the State of New York in which the university paid hundreds of thousands of dollars for the Empire State Development Corporation to begin a process that could lead to condemnation of property and the use of eminent domain.

**April 2005** SCEG and the CPC held a tent city, dubbed “Bollingerville,” on College Walk that promoted dialogue with those most affected by CU’s expansion.
There are two development plans being considered in West Harlem: a 197-A Plan developed by community members and planners at Community Board 9 that protects longtime residents and businesses and the Columbia plan. Columbia should sign on to the recommendations of the community’s 197a plan for any development that occurs. Below are some of the main areas of difference between the two plans.

**Community 197-A Plan**
1. Protects existing housing and creates new affordable housing
2. Rules out eminent domain, protecting residents and businesses in expansion area
3. Creates jobs with a future for local residents
4. Protects manufacturing jobs
5. Establishes “zero waste” environmental zone, and calls for “green” buildings
6. Calls on institutions to set aside remaining rent regulated apartments for long term residents
7. Creates a special use district in which available space is shared
8. Respects architectural and historical integrity of the area

**Columbia’s Expansion Plan**
1. Displaces over 300 long term low income residents in the expansion zone and does not guarantee affordable housing.
2. Relies on the use of eminent domain, taking private and public land for Columbia's private use.
3. Eliminates over 1000 existing jobs and does not guarantee that jobs created will be long term living wage jobs for community members
4. CU’s proposed jobs for locals are primarily jobs in the service sector without a living wage guaranteed
5. Creates bio-tech facilities - occupying more than a third of expansion area and including bio-safety level 3 labs handling deadly viruses (located directly across the street from public housing projects and other housing.) Includes biotech production and bio-terrorism research with government funding
6. Continues policy of taking community housing out of rent regulation and reserving it exclusively for institutional use (more than 6000 units housing long term community families eliminated in last three decades)
7. Creates a campus based on exclusive use of all available space for Columbia, as the only major developer for the area
8. Size and bulk of proposed buildings out of context to surroundings.
July 2005 Maxine Griffith was hired as Vice President for Government and Community Affairs. Her post had been vacant since Emily Lloyd resigned a year earlier.

October 2005 Mayor Bloomberg announced the September 2007 opening of Columbia Secondary—a school specializing in science, math and engineering that the Department of Education will operate in close collaboration with Columbia.

November 2005 The New York City Planning Commission held a public hearing on Columbia’s Environmental Impact Statement in which all who testified spoke out against Columbia’s proposal.

March 2006 The West Harlem Local Development Corporation was formally established as the sole negotiating body between community representatives and Columbia University. The LDC is meant to represent the broad range of constituents of Community District 9 and ensure communication to a broader public. The body’s main purpose is to negotiate a legally binding Community Benefits Agreement document that reflects the wants and needs of the diverse community that it represents.

August 2006 The Empire State Development Corporation (ESDC), New York State’s leading economic development agency, began a Neighborhood Conditions Study, which could declare the expansion area blighted. If the study finds the region to be blighted, the state of NY will be able to invoke the power of Eminent Domain to forcibly buy property in the area from owners who have refused to sell. This study was later reported to have been paid for by Columbia, who funneled the ESDC $300,000 per year of study.

October 2006 The University publicly launched its capital campaign by asking for $4 billion from alumni—at the time, this was the largest fundraising goal in the history of American universities.

November 2006 The West Harlem Business Group filed a lawsuit against the Empire State Development Corporation for refusing to disclose information about the possible use of eminent domain for Columbia's proposed Manhattanville expansion.

November 2006 The board of Education announced the temporary placement of Columbia Secondary at PS 36, a small elementary (K-2) school on Amsterdam Ave between 122nd and 123rd. This decision was made without consulting with community members. Parents, residents and students led protests against the decision.

January 2007 The Columbia Spectator obtained the University’s General Project Plan for the expansion and reported that the document, recently submitted to ESDC (the state agency empowered to exercise eminent domain), “anticipates that the area [of Manhattanville] will be declared blighted and provides for the use of eminent domain to acquire property.” Columbia’s assumption of blight in the expansion area came before the blight study (funded by Columbia) has been completed and is the clearest statement yet of the University’s willingness to use eminent domain.

February 2007 The Department of Education announced it will not allow Columbia to temporarily house its proposed Secondary School for Math, Science and Engineering in P.S. 36 (a K-2 school). The DOE’s decision came as a response to an outpouring of opposition from P.S. 36 parents who were concerned about overcrowding and older students’ influence on the younger children. Columbia Secondary is a magnet school ultimately slated to reside in the expansion footprint at 125th and B’way.

March 2007 Columbia announces its first eviction of a tenant on University-owned property in the expansion zone, citing non-payment of rent. The tenant, Broadway Auto Center at 3251 Broadway, disputes the claim of non-payment and accuses Columbia of purposeful neglect of essential repairs. This neglect, along with Columbia’s erection of scaffolding that blocked the storefront from view, greatly reduced the Auto Center’s business. The Broadway Auto Center’s lawyer has asked the LDC to postpone the eviction and continue negotiating.
The Expansion in its Final Phases (Year 2030)

From neighbors.columbia.edu

Upper Manhattan and Columbia University
From the Pratt Center for Community Development

From neighbors.columbia.edu
Key Players in the Columbia Expansion and West Harlem Community

Coalition to Preserve Community (CPC)

The CPC is a community organization that was founded in 2003 in response to Columbia’s announcement of its plans to expand in Manhattanville. The group is composed of community activists and longtime residents of West Harlem and the adjoining areas. CPC’s activism is informed by Columbia’s long history of unilateral development and housing deregulation in Morningside Heights, much of which has occurred without compromise or compensation for residents who have lost their homes. In light of this history, CPC’s work has focused on generating pressure on the University to depart from this history and expand in a way that respects and preserves the vitality of existing Harlem communities. They are unequivocally opposed to primary displacement of jobs and housing as well as the use of eminent domain and the construction of biotech facilities with potentially hazardous environmental and health consequences. They support new development insofar as it brings jobs with a future (read living wage) to the neighborhood, creates a proportion of affordable housing along with any new housing, and respects the historical and architectural integrity of the neighborhood. Because of these concerns, the CPC wholeheartedly supports CB9’s 197-A plan.

For more information, visit www.stopcolumbia.org

Community Board Nine Manhattan (CB9 M)

Community boards are the most local form of government in New York City. Community Board Nine’s jurisdiction runs from 110th-155th Sts, to the west of Morningside Ave, St. Nicholas Ave, and Edgecombe Ave, moving from the South to the North. In 1991, CB9 began work on a 197-A plan for the redevelopment of West Harlem, which was submitted for review by the Department of City Planning (DCP) in 2005. The 197-A plan was created with input from a broad base of community residents and business owners along with consultants and city planning experts from the Pratt Center for Community Development. Early drafts of the plan were presented and critiqued in public forums and affected government agencies and elected officials. More than a concrete plan, the 197-A is a framework for development. The 197-a proposes a range of actions that would help ensure that the environment is protected, that housing opportunities for low and middle-income residents are protected and expanded, and that the creation of stable jobs along with the protection of existing businesses is paramount in any new development. The plan’s zoning recommendations focus on the Manhattanville area, and would create space for mixed-use development while preserving the area’s existing manufacturing and residential uses. In 2004, CB9 unanimously adopted a resolution against the use of eminent domain to seize property in Manhattanville for private development.

For more information on CB9 M, visit www.cb9m.org

For more information on the Pratt Institute, visit www.prattcenter.net/cp-cb9.php

Empire State Development Corporation (ESDC)

ESDC is the government agency that oversees economic development in New York State and has the power to exercise eminent domain. Most recently, ESDC invoked the power of eminent domain to condemn property in Brooklyn to make way for Bruce Ratner’s hotly-contested Atlantic Yards development. In the case of Columbia’s expansion, the potential use of eminent domain would involve not only the seizure of privately-held properties, but also two-city owned buildings that are part of a long-term affordable housing cooperative program called the Tenant Interim Lease program. A prerequisite for the use of eminent domain in Manhattanville would be a finding of blight as the end result of a Neighborhood Condition Study funded by Columbia and conducted by the firm AKRF. Opponents of this use of eminent domain have pointed to the fact that Columbia not only owns the majority of land it seeks to declare blighted but has also signed an agreement to pay any legal fees the State might incur as a result, criticizing the University for conflicts of interest.
**Department of City Planning (DCP)/City Planning Commission (CPC)**

The New York Department of City Planning oversees zoning proposals in NYC before the proposals are submitted for consideration by City and Council and the Mayor’s Office. With regard to West Harlem, the DCP is responsible for reviewing CB9’s 197-A plan along with the 197-C plans of Columbia University and neighborhood business owners. DCP review rezoning plans to ensure that they meet certain development standards. After DCP certifies a plan, the plan will then be considered in public hearings during the Uniform Land Use Review Procedure (ULURP). ULURP begins once the Environmental Impact Statement for Columbia’s plan is released. As of May 2007, Columbia has not yet released the EIS, but they are expected to do so very soon.

*For more information, visit www.nyc.gov/html/dcp*

**West Harlem Business Group**

The West Harlem Business Group is composed of four family-owned businesses in Manhattanville who have refused to sell their businesses in order to make way for Columbia’s expansion (Hudson Moving and Storage, Despatch Moving and Storage, Tuck-it-away Storage, and Pearlgreen Corporation). These business owners are primarily concerned with protecting their businesses against the potential use of eminent domain to convey their properties to Columbia University. Having operated in the neighborhood for decades, these businesses would like to stay, and two of them—Tuck-it-away and Hudson—have submitted zoning proposals (like Columbia’s 197-C plan) to redevelop their properties. That of Anne Whitman at Hudson Moving and Storage would provide seedling space for community organizations, non-profits, and artists at affordable rates. Nick Sprayergen of Tuck-it-away Storage has proposed to rezone four of his five properties in order convert them into affordable housing. Community Board Nine has voiced their support of these two 197-C proposals and would like to see them proceed in tandem with Columbia’s development.

*For more information, visit www.westharlembusinessgroup.com*

**West Harlem Local Development Corporation (West Harlem LDC)**

The West Harlem LDC was started at the request of the Department of City Planning in 2006 in order to negotiate a Community Benefits Agreement with Columbia University that would address community concerns about Columbia’s plan (outside of zoning issues). The twenty-member board represents the interests of CB9, tenants of private and public housing, commercial property owners, arts and cultural groups, faith-based organizations, community organizations, community development corporations, and elected officials. A representative for educational needs and concerns has not yet been added to the board. According to the LDC, its mission is to negotiate the CBA in a manner that is both transparent and accountable to the West Harlem community. So far, however, the negotiation process has not lived up to these goals. Many local residents are concerned because there has been a dearth of community forums in which to discuss the terms of the CBA and because many LDC meetings are held in executive session, so that members of the public cannot attend. Even during public meetings, there is no space for public comment. The issue of accountability to the West Harlem community is complicated by the fact that several voting members of the LDC are politicians who represent areas beyond West Harlem. However, the LDC does host a number of working groups for those interested in planning for specific issues in the negotiation process such as housing, historic preservation, arts and culture, and environmental sustainability.

*For more information, visit www.westharlemldc.org*

**Columbia University Players**

**Lee Bollinger** – Leaving Michigan on the heels of his victory in a landmark affirmative action case, University President Lee Bollinger staked his career at CU on plans of constructing a new campus. Bollinger has consistently billed the expansion as an all-or-nothing project and defended the potential use of eminent domain against tenants and businesses. His most recent statements have targeted longtime community business owners as “outsiders” and pledged to “take care” of current tenants in the expansion area, a position many have criticized as divide-and-conquer politics.
Maxine Griffith – Born and raised in Harlem, Maxine Griffith served as director of public planning in Philadelphia before coming to Columbia as the head of the Office of Government and Community Affairs, filling a one-year vacancy left by Emily Lloyd. Griffith’s primary responsibility is to work with the political leaders of Harlem and adjacent areas as well as being one of the three people to negotiate a Community Benefits Agreement (CBA) on Columbia’s behalf.

Robert Kasdin – Kasdin came to CU from Michigan with current president Lee Bollinger in 2003. As the Senior Executive Vice President, Kasdin is charged with overseeing the planning process for the expansion and supervises the offices in charge of various aspects of the project. He is also one of three negotiators on Columbia’s side for a Community Benefits Agreement to be signed with the West Harlem Local Development Corporation.

Philip Pitruzzello – A former employee of Battery Park City Development Corporation, which was central in refashioning lower Manhattan to make way for the financial district, Pitruzzello came to Columbia in Fall 2006. His main role is to help Columbia navigate the city planning process and public review hearings. He is also one of the three people negotiating a Community Benefits Agreement on Columbia’s behalf.

Laverna Fountain – Fountain came to the University with a background in government social services, and acts as the University’s primary spokeswoman and agent for community relations on the expansion project. While Fountain is by far the most accessible administrator with comprehensive knowledge of the plan, she has no decision-making power over the project.

Bill Lynch – Lynch is one of five vice chairs of the Democratic National Committee, serving directly under Howard Dean. In that capacity, he is in the leadership of the organization that provides critical financial and technical support for the campaigns of local Democratic politicians. His consulting firm, Bill Lynch Associates, has been hired by CU to advise them in marketing the expansion project to community members and the public at large. To this end, he has lobbied the New York politicians whose representatives sit as voting members on the Local Development Corporation charged with negotiating a Community Benefits Agreement on behalf of West Harlemites. His dual roles in the DNC and as a consultant for CU have left him open to criticisms of conflict of interest regarding negotiations for the CBA.

Michael Novielli CC ’04 – Despite his position in Student Services, Novielli works closely with Kasdin as the liaison to students and faculty on the expansion project.

Common Acronyms and Abbreviations Related to Columbia’s Expansion

197-a/197-a plan – 197-a is named after a section of the City Charter that establishes the right of communities to create their own framework and recommendations for development in their neighborhoods. Over the past 15 years, Community Board 9 Manhattan has been working on a 197-a plan for West Harlem that calls for such guidelines as no use of eminent domain, preservation of existing affordable housing and jobs. In addition, CB9’s 197-a plan calls for future developments to be environmentally sustainable and create new affordable housing and job opportunities in order to preserve the character of existing communities.

197-c/197-c plan – 197-c plans are plans through which City Planning Commission puts forth rezoning proposals, usually in response to proposals from private developers. While the City Planning Commission is technically the author of 197-c plans, in fact, private developers usually draft, research and fund such proposals. In Columbia’s case, the University seeks to rezone the area of Manhattanville from its existing light industry uses to mixed-use development. Because this would permit much higher building density office space, residential space, and academic research space to be developed in the same neighborhood, property values are sure to increase and current light industry would be displaced.

CB9/CD9 – Community Board 9/Community District 9 – Community Boards are New York City’s most local form of government. The Borough President appoints all Community Board members. Community Boards were started in the 1970s as a response to failures of Urban Renewal projects, in order to ensure community control in the planning process. While Community Boards plan and interact directly with other government agencies, their resolutions are not legally binding. Community Districts are the areas that these Community Boards represent. Community
District 9 runs from 110th St. to 155th St. West of Morningside, St. Nicholas, and Jackie Robinson Parks. Community Board 9 is the author of the 197-a plan, which offers an alternative scenario to Columbia’s current ‘all-or-nothing’ 197-c proposal.

**CBA** – Community Benefits Agreements are deals between developers and coalitions of community organizations that act as safeguards to ensure that affected residents share in the benefits and avoid the negative consequences of major developments. Negotiations between Columbia University and the West Harlem Local Development Corporation around a legally binding CBA began in January 2007 and are ongoing.

**CEQR** – City Environmental Quality Review is the technical process by which the full environmental impacts of rezoning projects are assessed through the City Planning Commission. The CEQR process includes forums for public input and culminates in the release of an Environmental Impact Statement.

**CPC/DCP** – the City Planning Commission and the Department of City Planning are the agencies responsible for the oversight and administration of all rezoning processes in New York City. The CPC is the lead agency in the simultaneous review of both Community Board 9 Manhattan’s 197-a plan and Columbia University’s 197-c proposal.

**CPC** may alternatively refer to the Coalition to Preserve Community (see “The Players”), a community organization of tenants and business owners that is fighting for the preservation of affordable housing and jobs and stopping the use of eminent domain and the construction of hazardous biotech research facilities in West Harlem.

**EDC** – the Economic Development Corporation is a city agency responsible for the economic component of the city’s development initiatives. EDC currently has several development initiatives underway in West Harlem, including the Harlem Piers project and the River-to-River study (a study of all the transportation in the area).

**EIS** – an Environmental Impact Statement is a document produced by a systematic study of the potential adverse effects of any development on a given area. ‘Environmental’ in the context of an EIS is broadly construed to include impacts on affordable housing, jobs, traffic, air quality, community facilities, historic preservation, and neighborhood character.

The scope of an EIS is determined through public hearings. Columbia’s initial EIS documents were unanimously criticized in public hearings for their lack of consideration of the socio-economic impacts of Columbia’s campuses on their surrounding neighborhoods.

**ESDC** – the Empire State Development Corporation is the agency that oversees economic development in New York State and is responsible for the exercise (or not) of eminent domain. While Columbia has been adamant that ESDC is the only organization with the power to use eminent domain, they have actively encouraged and funded ESDC to consider eminent domain in West Harlem, and agreed to cover the costs of any lawsuits resulting from the use of eminent domain. *(For more information, see ‘The Players’)*

**FOIA/FOIL** – The Freedom of Information Act (FOIA) requires any institution receiving federal government funding to disclose information involving governmental agencies in response to FOIA requests. The Freedom of Information Law (FOIL) is the New York State equivalent to FOIA. The Columbia Spectator has discovered important information about Columbia’s expansion through FOIA and FOIL requests, undermining the University’s claims to a transparent planning process.

**HPD** – HPD refers to the New York City Department of Housing Preservation and Development, the office that administers various housing programs in NYC, including the Tenant Interim Lease Program (see TIL, below). Without consulting the tenants of TIL buildings in the expansion area, HPD has indicated their openness to negotiating the sale of those building to Columbia University—a move that has sparked outcry and resistance from TIL tenants.

**LDC** – Local Development Corporations are bodies created to represent local interests in the context of development in a particular area. A West Harlem Local Development Corporation was created in 2006 to negotiate a Community Benefits Agreement with Columbia University for their proposed Manhattanville expansion. The West Harlem LDC is composed of community leaders ranging from tenants and artists to business owners and representatives of local politicians. *(For More information, see ‘The Players’)*

**TIL program** – the Tenant Interim Lease program is one of several HPD programs intended to convert buildings that were abandoned by their
owners into low-income tenant-owned cooperatives. There are two TIL buildings in the expansion area, both of which have almost completed the process required for tenants to purchase their apartments from the City. This outcome is in jeopardy because of Columbia’s private negotiations to buy the TIL buildings from HPD (see above).

**ULURP** – the Uniform Land Use Review Procedure is the city-level process by which rezoning proposals are approved or denied. Beginning with the release of a draft Environmental Impact Statement, ULURP includes several opportunities for public commentary and requires the City Council’s approval of a 197-c proposal for rezoning. Columbia’s expansion proposal will be subject to ULURP.

**Websites for more information:**

- Coalition to Preserve Community West Harlem Residents
  http://www.stopcolumbia.org/

- Community Board 9 (Neighborhood Link)
  http://www.cb9m.org

- Equitable Development (PolicyLink)
  http://www.policylink.org/EquitableDevelopment/

- Department of City Planning (NYC.gov)

- Gentrification Web on gentrification research
  http://members.lycos.co.uk/gentrification/

- Information for our Neighbors (Columbia University)
  http://neighbors.columbia.edu/

- Online Resource for New York City Residential Tenants (TenantNet)
  http://www.tenant.net/

- Pratt Institute Center for Community & Environmental Development
  Contracted by CB9 to help develop the West Harlem 197a Plan

- Student Coalition on Expansion and Gentrification
  http://www.columbia.edu/cu/cssn/expansion

- West Harlem Environmental Action Coalition
  Developing an environmental justice scorecard for CU's plans
  http://www.weact.org/

- West Harlem Local Development Corporation
  Negotiating the Community Benefits Agreement with Columbia
  http://www.westharlemldc.org/

- Zoning Information (NYC.gov)
The Student Coalition on Expansion and Gentrification

Our Mission Statement:
University expansion and gentrification are processes that affect everyone in our community. We recognize our unique position as students in relationship to the University and the Morningside Heights and Harlem communities at large and, therefore, the necessity of our action in support of an equitable expansion. To this end, we are committed to standing in solidarity with those most affected by the process of gentrification and to educating and mobilizing the student body towards a goal of greater University accountability. We support the local Community Board’s framework for neighborhood development (the 197-A plan), a substantive Community Benefits Agreement, and a development process that puts the needs of local residents before the interests of the University.

SCEG was founded in the Fall of 2003 in response to the University’s announcement of its plans for expansion.

What most people don’t know:

One common misconception about Columbia’s expansion is that people are either completely for expansion or completely against it. In reality, the debates about expansion have more to do with how it takes place than whether it will take place. Almost no one, including West Harlemites, is against the expansion entirely. Everyone recognizes that expansion will happen in some form, but what SCEG and many of the people commonly seen as “against expansion” want is for expansion to take place in such a way that respects the lives and livelihoods of our neighbors.

Many people are also confused about the West Harlem community’s adverse reaction to Columbia’s plans—if they aren’t against expansion, why do they seem to be so angry about the proposed expansion? We students got to campus about fifty years too late to understand why so many in the neighborhood mistrust the University. In the 1960s, during the wave of expansion that created East Campus, the International Affairs Building, the Law School, Plimpton, Ruggles, McBain, and the School of Social Work, nearly 10,000 people were evicted from their homes to make way for Columbia with virtually no dialogue, no compromise, and no compensation. The well-known student protests of 1968 had much to do with Columbia’s record as a landlord and a developer, and not only with the proposed gym in Morningside Park.

Even since 1968, though the University has indisputably changed its practices for the better, CU has converted more than 6000 units of privately held housing in the neighborhood into office space and student and faculty housing, giving many residents the impression that they are being squeezed out of their own communities. This is a history the University acknowledges to a certain extent but one that it refuses to take seriously as it moves forward with the current expansion plan. CU asks students and community residents to take them at their word when they say they will do things differently, but CU’s past record is all we have to go on. This is one of the main reasons that SCEG pushes for increased transparency and accountability in the planning process, in order to ensure that the University does not make promises it will not keep.

SCEG Activities:

* We educate ourselves by attending local Community Board meetings and learning about alternate plans for the neighborhood, such as the Community Board’s 197-a plan, which emphasizes preserving affordable housing and good manufacturing jobs, among other key neighborhood issues.

* We organize informational events about Columbia’s expansion so that students, faculty, and staff don’t just get Columbia’s side of the story. In the past, these have included faculty panels, lectures from community members and technical experts, and town halls.

* We organize press conferences, protests, and other actions that make our concerns known off-campus as well as on-campus and publicly put pressure on Columbia’s administration.

* We sponsor Community-Student Dinners that seek to bring together Columbia students and residents of West Harlem so that we can get to know each other, talk about issues related to the expansion, and build a stronger movement to hold the University accountable.

* We work with the Student Council and other student groups to educate them and build coalitions around common causes.

* We conduct letter-writing campaigns and encourage student involvement in public hearings about Columbia’s plan to try to influence the decisions of local government officials.

* This year SCEG is hosting an art exhibit to show different perspectives on the neighborhood’s history and how it has changed.
Get Involved:

- Visit our web site:
  www.columbia.edu/cu/cssn/expansion

- Sign the petition for an accountable expansion on our website.

- Pass this booklet on to a friend.

- Write President Bollinger and the Trustees of Columbia and tell them how you feel about the expansion.

- Write your local city council representatives – they have the final say about what Columbia needs to do with its plan.

- Columbia’s plan isn’t official yet and can change. When the public hearings start, come out and make your beliefs heard.

- **Come to our weekly meetings at 5:30 PM in 405 Kent. All are welcome.**

- Talk to us. We’re friendly.
7.4 HILL DISTRICT CBA
7.4.1 Hill District CBA
HILL DISTRICT COMMUNITY BENEFITS AGREEMENT

This Hill District Community Benefits Agreement ("Agreement") is entered into and dated as of this 14th day of August, 2008 between the One Hill Neighborhood Coalition, on behalf of itself and its member organizations, shareholders, officers and directors (collectively, the "Coalition"), the Sports and Exhibition Authority of Pittsburgh and Allegheny County ("SEA"), the County of Allegheny ("County"), the City of Pittsburgh ("City") the Urban Redevelopment Authority of Pittsburgh ("URA"), Pittsburgh Arena Real Estate Redevelopment LP ("Penguins Redevelopment"), Pittsburgh Arena Development LP ("Penguins Arena") and Pittsburgh Arena Operating LP ("Penguins Operating"); collectively with Penguins Redevelopment and Penguins Arena, the "Penguins Entities") (the Coalition, SEA, County, City, URA and Penguin Entities, collectively, the "Parties").

Introduction.

Whereas, the member organizations of the Coalition consist of a broad coalition of organizations, businesses, and residents in the Hill District of the City of Pittsburgh, a complete list of which is set forth on Exhibit 1 attached hereto;

Whereas, the City, through its Planning Commission, (i) has approved a master plan for the development of the New Arena and a proposed parking garage, surface parking and staging areas on the New Arena Site ("New Arena Master Plan") and (ii) will consider for approval one or more master plans for the development/ redevelopment of the 28-acre site of the existing Mellon Arena and future development parcel adjacent to the New Arena (collectively, the "Additional Redevelopment Master Plans"), in conjunction with the SEA, the URA and the Penguins Entities;

Whereas, the New Arena Development and future developments contemplated by the Additional Redevelopment Master Plans present an opportunity to leverage investments to improve the economic and social vitality of the Hill District and to further what was intended by the Lower Hill Redevelopment Area Plan developed in connection with the construction of the existing Mellon Arena;

Whereas, the parties agree that the best way to leverage past, current and future investments, and maximize the opportunity for the revitalization of the Hill District is with the development of a comprehensive, market-rate, stakeholder-driven strategic planning document for the entire Hill District (as described in Section 1 below, the "Hill District Master Plan");

Whereas, the Coalition and certain of its constituent member groups have filed a Notice of Appeal from Decision of the City Planning Commission captioned "One Hill Neighborhood Coalition, Hill District Consensus Group, Preservation Pittsburgh, Black Empowerment Project, Pittsburgh United, Appellants vs. Planning Commission of the City of Pittsburgh and the City of Pittsburgh, Appellees" in the Court of Common Pleas
of Allegheny County, Pennsylvania on February 14, 2008, at Docket Number S.A. 08-173 (the “Notice of Appeal”), and has expressed other legal and policy concerns concerning the development of the New Arena Master Plan and Additional Redevelopment Master Plans;

Whereas, the Coalition and the other parties to this Agreement have agreed that it is in their mutual interests to resolve the concerns of the Coalition through cooperation and settlement, rather than through litigation;

Whereas, the Parties desire to enter into this Agreement as a means of resolving their legal and policy concerns pertaining to the New Arena Development and establishing a framework for resolving their potential legal and policy concerns relating to the redevelopment of the Additional Redevelopment Area;

Whereas, the Public Entities, the URA and the Coalition desire to establish guidelines for the development of the Hill District pursuant to the creation of the Hill District Master Plan, which will result in the adoption of policies designed to provide concrete benefits to the residents of the Hill District; and

Whereas, by entering into this Agreement, the Parties desire to ensure that (i) the Notice of Appeal is settled and discontinued with prejudice by the Coalition and all other Appellants, (ii) the development and construction of the New Arena and the Additional Redevelopment Area proceed with the avoidance of any further litigation and challenge by the Coalition and (iii) the development and construction of the New Arena and the Additional Redevelopment Area provide concrete benefits to the residents of the Hill District.

Definitions.

As used in this Agreement, the following terms shall have the following meanings. All definitions include both the singular and plural form. The Parties acknowledge that all capitalized terms defined in this Agreement shall solely apply to this Agreement, and shall not be construed as definitions with respect to any other agreement.

“Additional Redevelopment Area” means, collectively, the property located proximate to the New Arena Site in the Third Ward of the City of Pittsburgh, consisting of the approximately 28 acre site of the existing Mellon Arena and the future development parcel adjacent to the New Arena, as more particularly shown on the site plan attached as Exhibit 3.

"Coalition representative" shall be the individual(s) designated by the Coalition, in the manner set forth in its membership rules, as the Coalition representative(s) authorized to speak or act on behalf of the Coalition for all purposes under this Agreement. Such person shall be the person designated in a writing, delivered to the Mayor of the City, the Chief Executive of the County, the Executive Director of the SEA and the Executive Director of the URA.
"Hill District" means the greater Hill District generally bounded by Bigelow Boulevard, the Boulevard of the Allies, Forbes Avenue, and Sixth Avenue. This area encompasses the Upper Hill (Schenley Heights/Sugartop and the Herron Ave Business Corridor), the Middle Hill (Oak Hill, Whiteside Road, and the Centre Avenue Business Corridor) and the Lower Hill (Reed and Roberts, Crawford Square, Bedford Dwellings, Uptown and the Mellon Arena/Melody Tent associated lots and sites).

"New Arena" means an enclosed sports and entertainment facility, together with an adjoining multi-story parking garage and associated surface parking and staging areas, to be located on the New Arena Site in accordance with the New Arena Master Plan.

"New Arena Development" refers to the development of the New Arena on the New Arena Site.

"New Arena Hotel" means the hotel proposed to be built on the future development parcel adjacent to the New Arena.

"New Arena Site" means the property located proximate to Washington Place, Centre Avenue and Fifth Avenue in the Third Ward of the City of Pittsburgh, as more particularly shown on the site plan attached as Exhibit 2.

"Released Claims" shall mean any and all local, state and federal law based suits, petitions, claims, causes of action, or actions that may arise or relate to the acts or obligations of the Parties prior to the date of this Agreement, challenging the sufficiency or legal validity of the New Arena Master Plan or the Additional Redevelopment Master Plans (including, without limitation, initial approval and all related and subsequent zoning, land use, permitting and other approvals and/or associated environmental documents, or any other action of any public official or unit of government, related in any way to the new arena development or the matters contemplated by this Agreement). Released Claims shall include, without limitation, the Notice of Appeal. Released Claims shall not include any claim seeking enforcement or interpretation of this Agreement.

"Steering Committee" shall mean, collectively, one or more nine member committees which shall be established by the Parties to implement various matters as set forth in this Agreement and to support the development and implementation of the Hill District Master Plan. Its members shall be appointed as follows: one member appointed by each of the Mayor, the County Executive, the State Executive, the State Senators representing the Hill District, the State Representative representing the Hill District, the City Councilperson representing the Hill District, and four (4) members appointed by the Coalition. All decisions of the Steering Committee shall be made by consensus to the extent reasonably possible, and otherwise by vote. Each member of the Steering Committee shall serve at the will of the appointing official/entity. With respect to any matter that comes to a vote, no decision of the Steering Committee shall be effective if there are more than two (2) dissenting votes.
The Penguins Entities shall have the right to appoint a representative to sit as an ex officio member of the Steering Committee, without voting rights.

"Waived Claims" shall mean any and all local, state and federal law based suits, petitions, claims, causes of action, or actions that may arise or relate to the acts or obligations of the Parties after the date of this Agreement, challenging the sufficiency or legal validity of the New Arena Master Plan or Additional Redevelopment Master Plans (including, without limitation, initial approval and all related and subsequent zoning, land use, permitting and other approvals and/or associated environmental documents, or any other action of any public official or unit of government, related in any way to the new arena development or the matters contemplated by this Agreement). Waived Claims shall not include any claim seeking enforcement or interpretation of this Agreement.

**Agreement Overview: General Terms**

**A. Recitals True and Correct.** The recitals contained herein are true and correct.

**B. Mutual Consideration.** The respective parties' commitments to abide by the terms of the Agreement constitute the required mutual consideration.

**C. Agreement Lawful and Legally Enforceable.** All Parties to this Agreement understand and agree that it is lawful, enforceable, and binding on all Parties; agree to waive any potential challenges to the enforceability of the Agreement; and agree not to affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Agreement in any judicial action, or other proceeding such as arbitration or mediation. The Coalition expressly represents that it enters into this Agreement on its own behalf, and on behalf of each of its constituent entities and persons, and that they are bound by the terms of this Agreement.

**D. Headings Not Limiting.** Section and subsection headings herein are included for convenience only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of any section or subsection herein.

**E. Term of Agreement.** The Agreement shall be operative from the date of its approval by the parties for the period ending ten (10) years after the first anniversary of the later of (i) the opening of the New Arena and (ii) the demolition of Mellon Arena and preparation of the land thereunder for use as a parking lot; provided, however, that in any event this Agreement shall expire not later than March 18, 2028. This Agreement does not create any rights or obligations in any person or entity not a party to this Agreement, except as otherwise expressly provided in this Agreement, and is not intended to create third-party beneficiary rights in any person or entity.

**F. Applicable Law.** The terms of this Agreement shall be construed under Pennsylvania law.
G. Severability; Entire Agreement. Should a Court declare any term of this Agreement illegal or unenforceable, it shall have no legal effect on the validity of any other term or the balance of this Agreement. This Agreement contains the sole and entire agreement among the Parties with respect to this subject matter and supersedes any and all other prior written or oral agreements among them with respect to such subject matter.

H. No Third Party Rights. Nothing in this Agreement shall be construed to create any third party rights or benefits under any existing or presently contemplated agreement between the SEA, the URA, the Penguins Entities or any of their respective affiliates, and the Commonwealth of Pennsylvania related to the New Arena Site, the New Arena Development, the New Arena Master Plan, the New Arena Hotel, the Additional Redevelopment Area or the Additional Redevelopment Master Plans (collectively, the “Penguins Agreements”), which include but are not limited to (i) the Sublease Agreement dated September 18, 2007 between the SEA and Lemieux Group LP (as assigned to Penguins Operating) (the “New Arena Sublease”), (ii) the New Arena Development Agreement dated May 20, 2008, effective as of September 30, 2007 between the SEA and Penguins Arena (the “New Arena Development Agreement”) and (iii) the Related Agreements (as defined in the New Arena Sublease). In addition, nothing in this Agreement shall be construed to limit, modify, alter, amend or create any rights or obligations under any existing or presently contemplated Penguins Agreements. The intent of this paragraph is not to alter any rights created between the Parties pursuant to this Agreement.

SECTION I. HILL DISTRICT MASTER PLAN.

1. The SEA, the City and the County (the “Public Entities”) and the URA shall secure funding for the development of a strategic planning document and conditions report for the Hill District (the “Hill District Master Plan”). The Hill District Master Plan will be a comprehensive neighborhood plan and will serve as a conceptual framework to guide future development in the Hill District. The Hill District Master Plan shall not preempt the authority of the City Planning Commission or any applicable governmental entity to review and approve any master plan, any land development, subdivision or other related plans submitted in connection therewith from time to time; provided, however, that the Hill District Master Plan shall serve as a statement of guiding principles for any such plan.

2. The Hill District Master Plan shall be developed with extensive community input, including but not limited to the use of focus groups. The URA will contract with a planning professional to facilitate the development of the Hill Master Plan. The URA shall select the planning professional pursuant to a request for proposals (“RFP”), subject to the reasonable approval of the Steering Committee.

The Steering Committee shall come to consensus of various matters so that key decisions can be made (not including those committed by law to some other body,
agency or official) with respect to the Hill District Master Plan. Provided, however, a vote will be required for the Steering Committee’s reasonable approval of: (1) selection of the planning professional, (2) the community input process, and (3) the final Hill District Master Plan. The Steering Committee will determine what other matters will require a vote.

Each official or entity appointing a member or members to the Steering Committee shall have the right to remove its appointee(s), in its sole discretion, for any reason, including but not limited to if such member is not working cooperatively to come to consensus with other members of the Steering Committee.

3. The Hill District Master Plan shall be developed from August 2008 to February 19, 2010, or such other period as the Steering Committee shall set. The Steering Committee shall meet with the planning professional during this period at least monthly and more often if requested by the planning professional. The scope, process and final approval of the Hill District Master Plan shall be subject to reasonable approval of the Steering Committee. The Penguins Entities agree not to submit a master plan for the Additional Redevelopment Area to the City Planning Commission until the Hill District Master Plan has been approved by the Steering Committee on or before February 19, 2010. If the Hill District Master Plan has not been approved by the Steering Committee on or before February 19, 2010, the Penguins Entities may submit the master plan for the Additional Redevelopment Area to the City Planning Commission without Steering Committee having approved the Hill District Master Plan. Notwithstanding the foregoing, the Parties acknowledge that plans for the development of the New Arena Hotel as presently contemplated may be submitted to the City Planning Commission or other appropriate governmental agencies at any time.

4. The Hill District Master Plan shall represent the community’s vision of the Hill District, and shall address many elements, including but not limited to the following:

a. Land use;

b. Community facilities and services;

c. Parks and recreation;

d. Open green space;

e. Capital improvements;

f. Conservation of housing;

g. Sociological and environmental impacts;

h. Urban design;

i. Educational facilities;

j. Commercial development;

k. Traffic and transportation;

l. Infrastructure;

m. Arts and culture;
n. Improvement of physical elements and geographic attributes of the community;
o. Historic preservation;
p. Vacant property review; and
q. Economic development.

Without limitation of the foregoing, the Hill District Master Plan may recommend that certain proposed developments and uses (including commercial, recreational, community center and residential uses) should be located within certain designated portions of the Hill District in preference to certain other portions of the Hill District, with the understanding that the Hill District Master Plan will be a broad, flexible template, not an immutable planning document.

5. The Hill District Master Plan is intended to seek balanced growth and encourage new investment and development in the Hill District without displacing existing Hill residents. It is the intention that current Hill District residents shall have the opportunity to benefit from the expected growth and development in their neighborhood.

6. Upon development and completion of the Hill District Master Plan, specific proposals for funding of projects (including historic preservation projects) will be reviewed on a project by project basis, in accordance with the then existing programs of the City, County, Commonwealth, Federal government and other financing and funding programs and sources. The Public Entities and the URA will use the Hill District Master Plan to guide their decisions regarding project selection and development activities in the Hill District. Nothing, however, in this Agreement will preclude the submission of the projects by Hill District organizations and/or funding of projects by the Public Entities and the URA prior to completion of the Hill District Master Plan, so long as the Public Entities and the URA comply with the City planning process and provide for a public comment period with respect to any proposed development projects.

SECTION II. HILL DISTRICT COMMUNITY SERVICES REVIEW PROCESS.

1. In order to identify gaps or deficiencies or to identify ways to better provide for human services, recreational opportunities, employment and training services and other support services, a review (the “Review”) will be conducted, with current resources and staff, by the Public Entities, with the input of the Steering Committee throughout the process, of the services currently being provided to and in the Hill District community.

2. The Public Entities will provide the Steering Committee and the public with a review of neighborhood needs, strengths and services. The Review will be conducted, in part, through a presentation by the Public Entities to the community describing the services (such as drug, alcohol, mental health, recreational,
educational and youth) currently provided and/or available to Hill District residents during the past 12 to 18 months. A list of providers, services, locations, number of persons served and collaborations with other partners will be provided. The Public Entities will receive comments from the Steering Committee and from one or more focus group presentations about services provided relative to quality of service, numbers served, gaps in service, access to service. The Public Entities will respond to comments by preparing a written Review addressing what can be done, what will be researched, what needs additional funding, and what cannot be done.

3. The Review will be undertaken for two years and subsequently reviewed to determine if there is a positive benefit to continuing.

4. Through this Review process, gaps or deficiencies in the needed services will be identified and prioritized.

SECTION III. HILL DISTRICT GROCERY STORE.

1. The Public Entities and the URA will use diligent good faith efforts to establish within the Hill District a grocery store, pursuant to the Hill District Master Plan and/or a public participation process. Toward that end, (i) the URA will commit up to $1,000,000, in needed financial assistance for the development of the grocery store and, (ii) Penguins Redevelopment will make available up to $1,000,000 for such grocery store or an alternative economic anchor as described in subparagraph (3) below. The URA will evaluate and determine the need and form of the financial assistance. The URA will assist with land acquisition for the grocery store and will assist the grocery store operator in obtaining financing.

2. The principles governing the opening and operation of a grocery store in the Hill District shall include good faith efforts to ensure that:

   a. The grocery store operator shall use the CareerLink/ the Hill District Resource Center, or such other referral agency as may be agreed to by the Parties, to secure referrals of applicants that are Hill District residents for jobs created at the grocery store,
   b. The grocery store operator shall provide a range of healthful and affordable food and a full service pharmacy for Hill District residents; and
   c. The grocery store is a full service grocery store that contains a minimum size of 25,000 square feet.

3. If efforts to establish a grocery store are not successful by December 31, 2009, the Public Entities and the URA will use diligent, good faith efforts to establish a suitable alternative economic anchor to help stabilize and drive business development in the Hill District in accordance with the Hill District Master Plan. In such event, or in the event the full amount of the financial assistance described in paragraph 1 above is not needed
for the grocery store, the URA (subject to the approval of the URA Board, in its sole discretion) and Penguins Redevelopment, after agreement on the alternative use or alternative economic anchor, will redirect the financial assistance to the development of the alternative use or alternative economic anchor. Such agreement of an alternative or additional economic anchor to be so funded must be reached by the URA, the Penguins Entities and the Coalition on or before the date that is three years after the dated date of the Agreement, and any failure to reach such agreement on or before such date shall release the URA and the Penguins Entities from any further obligations with respect to the funding of a grocery store or alternative use or alternative economic anchor, as contemplated by this Section III.

SECTION IV. HILL DISTRICT RESOURCE CENTER; EMPLOYMENT AND CONTRACTING

a. The Coalition and the Public Entities will work cooperatively to establish a model first source referral center to provide or coordinate job preparation, counseling, training and supportive services, and to serve as a first source referral of qualified Hill District residents to employers connected with the New Arena, the New Arena Hotel and the Additional Redevelopment Area, and to other employers and jobs as appropriate. Efforts are currently underway to exploring the possibility of a labor-management clearinghouse modeled after the BIG STEP program in Milwaukee, Wisconsin that would better provide and expand the services of the One Hill First Source Center. The City and the County will keep the Coalition advised of the progress of those efforts.

b. The One Hill First Source Center will, working with existing resources to the greatest extent practical, and subject to the availability of funds, provide or coordinate the following services:

- Outreach and Assessment, including an evaluation of each applicant’s employment interests, career goals, educational attainment, work experience, training needs, and ability to meet apprenticeship qualifications.

- Counseling and Support, including career counseling, job readiness, supportive services if needed (e.g., driver’s license restoration, child support issues, etc.), job coaching, pre-apprenticeship tutoring if needed, and employment support if needed (e.g., work clothes, equipment, tools, etc.).

- Apprenticeship and Training, including referral to pre-apprenticeship programs, apprenticeship programs and other appropriate training programs, as appropriate.

- Data Base and Referral Services, including maintaining a database of qualified applicants and promptly referring Hill District residents to employers.

- Follow-Up and Monitoring, including tracking each applicant’s progress, troubleshooting issues that could jeopardize continued employment, and monitoring the success of hiring and contracting efforts as outlined in this Agreement.
• Project Support, which will provide referrals for assistance with the development and funding of community development and social services projects.

c. The Center will be funded in part by the Public Entities and in part by other sources. The Public Entities will provide $150,000 per year for a minimum of two (2) years, through funding procedures of the County Department of Human Services and the City’s Pittsburgh Partnership. The scope of services covered by the contract(s) with the Public Entities may be limited to referral services, at the option of the Public Entities. The Coalition will raise any additional funds needed to operate the Center. All funds received will be invested, pending their use, with a financial institution based or located in the Hill District.

The Center will be located in a central, easily accessible and visible location in the Hill District. The Center will be operated by Hill House Association, which will hire and manage the staff and be responsible for contract compliance and maximizing outcomes. The Center will be overseen by an advisory committee to be established jointly by the Coalition and Hill House Association, which will assist with program design, fundraising and monitoring outcomes. In the event of a change in the organization that operates the Center, the Steering Committee will recommend a replacement entity.

The Public Entities will provide training for Center employees of the availability and operations of existing programs and services. The Public Entities will secure the cooperation of the Allegheny County Department of Human Services, City of Pittsburgh’s Pittsburgh Partnership and PA CareerLink Pittsburgh Allegheny County to work closely with the advisory committee in relation to referral services. After two (2) years, the effectiveness of the Center will be reassessed and reviewed, and continued funding will be considered.

d. The One Hill First Source Center will use existing resources to the greatest extent practical, but the Center will also be responsible for identifying gaps in the existing job training delivery model and filling those gaps to the extent possible. The Public Entity review at the end of the first two (2) years of operation will include a review of identified training gaps.

e. The Penguins Entities will fill, and will advise the employers for the New Arena Development, the New Arena Hotel and the redevelopment of the Additional Redevelopment Area that it is the Parties’ intention and a principle under this Agreement to fill, all new jobs by first considering and interviewing for employment candidates that are Hill District residents, as referred by the One Hill First Source Center, CareerLink or, alternatively, applicants secured through independent means that would identify eligible Hill District candidates, with appropriate background, qualifications and experience for the position offered. The applicable Penguins Entity or other employer will notify the Center of the job opening and provide a job description including special requirements.
The Center will refer qualified Hill District residents from its data base or otherwise. While the Penguins Entities or other employers may consider job applicants from any source, for the first week following the notification of the Center of the job opening, hiring will only be of applicants that are Hill District residents. This procedure will not apply to jobs that are specialized or executive level positions (e.g., scouts, players, coaches, senior executives). In addition, this effort is not intended to alter any provision of any collective bargaining agreement.

f. The Parties acknowledge that the option agreement to be entered into between Penguins Redevelopment and the SEA with respect to the Additional Redevelopment Area will require Penguins Redevelopment to implement or to cause to be implemented an M/WBE business enterprise participation plan(s) with respect to the development and construction Additional Redevelopment Area.

SECTION V. NEIGHBORHOOD PARTNERSHIP PROGRAM.

The Coalition and the Penguins Entities will work cooperatively to build a Neighborhood Partnership Program (NPP), to be funded at the maximum tax credit eligible amount\(^1\) for the maximum period permitted\(^2\) by the Pennsylvania Neighborhood Assistance Act, subject to the availability of Pennsylvania Neighborhood Assistance Act tax credits. The purpose of the NPP will be to strategically address critical needs in the Hill District. The Coalition will work cooperatively to build a fundable program. The Penguins Entities will work cooperatively to secure one or more corporate partners.

The Coalition, the Public Entities and the Penguins Entities agree that NPP contributions and the Penguins Entities commitment of $1 million for a grocery store (see Section III above) be structured so as to leverage additional resources to the extent possible.

SECTION VI. COMMUNITY MULTI-PURPOSE CENTER.

1. The Public Entities, the URA and the Coalition shall use diligent, good faith efforts to assist the Pittsburgh YMCA to develop and sustain a multi-purpose center for youth, family and seniors in the Hill District community. It is recognized that a Hill District YMCA will assist in the stabilization of the community by counteracting factors that put youth and families at risk. The Public Entities and the URA will assist with land acquisition and will assist in obtaining funding.

\(^{1}\) At the time of the signing of this Agreement, the Coalition, the Public Entities and the Penguins Entities understand that the maximum amount an entity could contribute and receive tax credits under the NPP is $500,000/year.

\(^{2}\) At the time of the signing of this Agreement, the Coalition, the Public Entities and the Penguins Entities understand that the maximum period an entity can commit under NPP is six (6) years with the option to renew for a second six (6) year term.
2. Principles governing the operation of the Hill District YMCA facility shall include good faith efforts to ensure that:

   a. reduced fee memberships/fee memberships are provided to low income youth who would otherwise be unable to afford memberships; and
   b. working with the One Hill First Source Center, or such other referral agency as may be agreed to by the Parties and the YMCA, to secure referrals of applicants that are community residents for jobs that become available at the Hill District YMCA.

SECTION VII. ARENA MATTERS.

1. The Public Entities, the Penguins Entities and the Coalition hereby acknowledge that, in accordance with the requirements of the New Arena Development Agreement, representatives of the SEA and the Penguins Entities have met, and that representatives of the SEA and the Penguins Entities will continue to meet, with members of the Hill District community quarterly to update and discuss the development and construction of the New Arena including:

   a. Design schedule and progress;
   b. Construction schedule and progress;
   c. Construction staging and potential neighborhood impacts;
   d. Schedule for bids of trade contracts;
   e. Opportunities for local participation by MBE/WBEs;
   f. Opportunities for employment of Hill District residents;
   g. Progress toward meeting M/WBE business contracting goals (by dollar amount and as a percent of total contracts);
   h. Information about Hill District residents of those members of the building trades working on the construction of the New Arena, as evidenced by certified payrolls showing number of 15219 (zip code) residents as a percentage of hours worked; Information about race and gender of those members of the building trades working on the construction of the New Arena, to the extent available, and
   i. Business opportunities related to the operation of the New Arena.

2. The SEA and Penguins Arena will keep the Coalition advised of prebid activities, including the break-down of the bid packages, targeted outreach and the scheduling of prebid meetings with contractors, and will also invite the County, the City, the Pittsburgh Building and Construction Trade Council, the Builder’s Guild of Western Pennsylvania, the National Association of Minority Contractors, and the State Office of Minority and Disadvantaged Business Development to provide advice and assistance in its efforts. Penguins Redevelopment will advise the developers working on the Additional Redevelopment Area that it is the intention of the Parties that the developers similarly meet with members of the Hill District community to update and discuss development and construction activities.
3. It is the goal of the Penguins Entities to maximize business opportunities for existing Hill District businesses in connection with operation of the New Arena by Penguins Operating sponsoring periodic business opportunity workshops related to the operation of the New Arena. The workshops will be held in a location in the Hill District and will address business opportunities for concessions, retail space, as available, and opportunities for suppliers, vendors and subcontractors, including business services. Penguins Operating agrees to use good faith efforts to encourage its vendors to aggressively pursue opportunities for minority and women owned businesses and businesses currently located in the Hill District.

SECTION VIII. ENFORCEMENT

This Agreement shall be subject to the following enforcement mechanisms:

A. Default. Failure by any Party to perform any term or provision of this Agreement, if not cured, shall constitute a default under this Agreement.

B. Right to Cure. If any Party believes that another Party(ies) is/are in default of the terms of this Agreement, the Party shall provide written notice to the defaulting Party of the alleged default; shall offer to meet and confer in a good faith effort to resolve the issue; and provide the defaulting Party sixty days, from the time of the notice, to cure the alleged default, subject to the provisions below. Any notice provided pursuant to this provision shall specify the nature of the alleged default, and the manner in which the alleged default may be satisfactorily cured.

C. Mediation. To the extent that there is any disagreement regarding the performance of obligations of the Parties under this Agreement, including circumstances when a notice of default has been given, the applicable aggrieved Parties shall first attempt to resolve such disagreements by meeting. If the parties are unable to resolve any such disagreement(s) by meeting, any party to the dispute may request mediation of the dispute, in which case, if the other party or parties to the dispute agree, such mediation shall occur within thirty (30) calendar days unless that time is extended by the agreement of the parties to the dispute. Each party shall bear any of its own fees and costs, if any, and a proportional share of the reasonable costs of a mediator.

D. Legal Remedies. In the event that the Coalition, the City, the SEA, the County, the URA and/or the Penguins Entities is/are in default of the terms of this Agreement, the party alleging the default may, in its sole discretion elect to waive the default, or may, in its sole discretion opt to pursue court action after the exhaustion of the sixty days notice and right to cure period described above and after participation in at least one meeting, and mediation if requested as set forth above. However, where the alleged default may result in irreparable injury any party, in its sole discretion, may immediately pursue court action, including immediately filing an action in Court of Common Pleas of Allegheny
County (the “Court”) to require the specific performance of an express obligation of the breaching party under this Agreement. Any Party to this Agreement may file an action in the Court seeking to specifically enforce any term of this Agreement that allegedly has been breached. The Court shall have the power to order equitable/injunctive relief, on a temporary or permanent basis requiring the Parties to comply with the terms of this Agreement, which shall not include the power to enjoin or otherwise impair or interfere with the construction, development or operation of the New Arena Development or the New Arena Hotel, or any property or facility covered by the New Arena Master Plan or any Additional Redevelopment Master Plan. Each party shall bear its own fees and costs of Court enforcement, irrespective of which party instituted such proceeding, and no party hereto is entitled to money damages from any other Party, person or entity for the alleged breach of this Agreement.

E. Other Remedial Matters.
   1. If the Coalition allegedly breaches the Agreement by filing in Court a claim(s) that has been released or waived, the remedy for that, if proven, is that the claim should be dismissed by the Court.
   2. No monetary damages shall be available against any Party as a remedy for default of this Agreement.
   3. There shall be no attorney fee shifting imposed as remedies for breach of this Agreement by any party.

F. Information. Upon request from a Party, another Party hereto shall provide records or information reasonably necessary to monitor compliance with the terms of this Agreement. No Party shall request the same or similar records or information more often than once per quarter, except to the extent that the nature of the obligation being monitored requires more frequent reporting, as reasonably agreed upon by the applicable Parties. Nothing in this subsection requires the SEA or the Penguin Entities, however, to provide more information or information more often than is required by Section VII (1).

SECTION IX. MISCELLANEOUS

A. Settlement of Appeal; Release and Waiver of Claims.

(1) The Coalition will (i) cause the Notice of Appeal to be discontinued and dismissed with prejudice, and (ii) cause all other Appellants to the Notice of Appeal to discontinue and dismiss same with prejudice, in each instance within three (3) days after the date of this Agreement.

(2) The Coalition and its members, officers and directors (the “Releasing Parties”), hereby fully and unconditionally forever releases and discharges the other Parties and all of their respective officers, directors, employees, members, partners, agents, affiliates, instrumentalities, successors, predecessors and assigns (the “Released Parties”) from any and all Released Claims (including, without limitation, all claims set forth in the Notice of Appeal).
(3) The Releasing Parties hereby knowingly, irrevocably and unconditionally waive, and are hereby deemed to have waived, any and all Released Claims that may arise or relate to the acts or obligations of the Released Parties prior to the date of this Agreement that do not come to the actual attention of the Releasing Parties until after the date of this Agreement, unless concealed by one or more of the Released Parties.

(4) This Release and Waiver of Claims shall also constitute a covenant not to sue in the future by the Coalition or any of the other Releasing Parties, or anyone acting on their behalf or for their benefit, as to any matter that would come within the definition of a Released Claim. The forgoing covenant not to sue shall not be effective with respect to Released Claims relating to a Released Party or Parties’ proposed redevelopment of the Additional Redevelopment Area if, and for so long as, any such Released Party or Parties is/are in continuing uncured default of its/their respective material obligations under this Agreement.

(5) The Coalition and each of the other Releasing Parties represents and warrants that it has not filed any Released Claim as defined herein (other than the Notice of Appeal), and each of the foregoing covenants not to do so in the future, and will not assist any other person or entity in doing so, and will not in any event participate in or recover from any proceeding by any other person or entity that would involve any matter that would be considered a "Released Claim" under this Agreement.

(6) The Coalition and each of the Releasing Parties hereby waives the right to file any Waived Claim, and will not assist any other person or entity in doing so, and will not participate in or recover from any proceeding by any other person or entity that would involve any matter that would be considered a "Waived Claim" under this Agreement; provided however, that (1) the applicable Parties, or their designees, shall have first provided the Coalition with copies of the relevant development plan(s) relating to such Waived Claim and shall have met with the Coalition and endeavored to resolve any legal and/or policy concerns raised by the Coalition, and (2) the development or redevelopment activities relating to such Waived Claim shall be substantially consistent in their material respects with the principles contained herein and in the Hill District Master Plan.

(7) The Parties hereby acknowledge that this Release and Waiver of Claims shall not preclude the Coalition from submitting comments to the City of Pittsburgh Planning Commission and/or Zoning Board on any future proposed development or redevelopment of the Hill District or comments on project specific draft environmental impact reports; provided, that any such comments shall be subject to the Coalition’s obligations set forth in Section IX (B) below.

(8) Nothing contained herein shall preclude any person from exercising existing legal rights to enforce (or request the enforcement of) the provisions of Section 3 of the Housing and Urban Development Act.
B. Assistance with Future Claims.

The Parties acknowledge that persons or entities within the broader Hill District community may challenge the New Arena Development or the development or redevelopment of the Additional Redevelopment Area from time to time. Accordingly, the Coalition hereby agrees that, so long as the Public Entities, the URA or the Penguins Entities are not in continuing default of their respective obligations under this Agreement, and except as provided below, the Coalition shall provide such assistance to the Public Entities and/or the Penguins Entities or any affiliate thereof as the applicable Public Entities or the Penguins Entities may reasonably request from time to time in connection with the New Arena Development or the development or redevelopment of Additional Redevelopment Area; provided however, that (1) the Public Entities or Penguins Entities, or their designees, shall have first provided the Coalition with copies of the relevant development plan(s) and shall have met with the Coalition and endeavored to resolve any legal and/or policy concerns raised by the Coalition, and (2) the development or redevelopment activities shall be substantially consistent in their material respects with the principles contained herein and in the Hill District Master Plan. Such assistance may include, without limitation, (i) testifying before governmental bodies and entities, or in public or community forums, in favor of the development or redevelopment proposed by the applicable Public Entities or the Penguins Entities with respect to the New Arena Site or the Hill District and (ii) providing on-the-record, attributed press releases and other statements to broadcast and other media in favor of such development or redevelopment.

C. Incorporation and Binding Effect. The Coalition warrants that (i) it is a corporation lawfully existing under the laws of the Commonwealth of Pennsylvania and (ii) all of its member organizations are set forth on Exhibit 1 attached hereto. The Coalition has taken all necessary action to authorize and approve this document and when executed and delivered will constitute legal, valid and binding obligations of the Coalition and all of its member organizations.

D. Successors, Assigns and Agents. This Agreement shall bind and inure to the benefit of the agents, assigns, and successors in interest of each Party; as applicable, each Party will notify its agents, assigns and successors in interest of existence of this Agreement. Any reference in this Agreement to a Party shall be deemed to include any agents, assigns, and successors-in-interest of that Party, with respect to rights and/or responsibilities relevant to this Agreement, to the extent permitted by law.

In the event that, during the term of this Agreement, Penguins Redevelopment enters into a binding written agreement relating to the future development or redevelopment of the Additional Redevelopment Area (or any portion thereof) (a “Future Development Agreement”) with any person or entity (a “Successor Developer”), pursuant to which Penguins Redevelopment proposes to assign all or
a portion of its rights to develop or redevelop the Additional Redevelopment Area (or a portion thereof) to the Successor Developer, and/or all or a portion of Penguins Redevelopment’s corresponding obligations under this Agreement, then within 10 days of any assignment of rights or obligations described in this subsection IX(D) becomes effective, Penguins Redevelopment shall notify the Coalition in writing of the assignment of such rights and obligations and the name and contact information of the Successor Developer.

E. **Board Appointments.** When making appointments, the City and the County will consult a database developed by the Coalition of Hill District residents interested on serving on boards and commissions, especially those related to the development and social service agencies that are active in or have an impact in the Hill District.

F. **LEED Certification.** The Parties hereby acknowledge that the New Arena Development Agreement provides that a LEED Certification Plan will be prepared in connection with the construction of the New Arena.

G. **Diesel Fuel Emissions.** During and after the construction of the New Arena, the SEA, the County, and the City commit themselves to the enforcement of all ordinances, regulations, and laws, controlling diesel fuel emissions in order to minimize the impact of such emissions on city residents in general, and nearby residents of the Hill District in particular.

H. **Coalition Representative.** Communications with the Coalition shall be directed as follows: President, One Hill Neighborhood Coalition, 2201 Wylie Avenue, Pittsburgh, PA 15219.

I. **Counterparts.** This Agreement may be executed and delivered in counterparts, each shall be deemed an original and all taken together shall be deemed one Agreement, and the obligations of the City shall be subject to the approval of this Agreement by the Pittsburgh City Council.

J. **Penguin Entities Representative.** Communications with any of the Penguins Entities shall be directed as follows: [Name of Penguins Entity], One Chatham Center, Suite 400, Pittsburgh PA 15219, Attention: President, with a copy to Pepper Hamilton LLP, One Mellon Center, 500 Grant Street, 50th Floor, Pittsburgh, PA 15219, Attention: Charles M. Greenberg, Esquire.

[The rest of this page is left intentionally blank]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers.

One Hill Neighborhood Coalition
By: ________________________________  Witness: ________________________________
Date: 8-19-08  by: Paul A. Ellis, Esq.,
          Atty for One Hill

City of Pittsburgh
By: ________________________________  Witness: ________________________________
Date: 8-19-08  Approved as to form:
          by: City Solicitor

County of Allegheny
By: ________________________________  Witness: ________________________________
Date: 8-19-08

Sports & Exhibition Authority of Pittsburgh and Allegheny County
By: ________________________________  Witness: ________________________________
Date: 8-19-08

Urban Redevelopment Authority of Pittsburgh
By: ________________________________  Witness: ________________________________
Date: ________________________________  Approved as to form:
          ________________________________  by: Authority Solicitor
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers.

One Hill Neighborhood Coalition

By: ___________________________  Witness: ___________________________
Date: __________________________

City of Pittsburgh

By: ___________________________  Witness: ___________________________
Date: 8-13-08  Approved as to form: ___________________________
by: City Solicitor

County of Allegheny

By: ___________________________  Witness: ___________________________
Date: __________________________

Sports & Exhibition Authority of Pittsburgh and Allegheny County

By: ___________________________  Witness: ___________________________
Date: __________________________

Urban Redevelopment Authority of Pittsburgh

By: ___________________________  Witness: ___________________________
Date: __________________________  Approved as to form: ___________________________
by: Authority Solicitor
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers.

One Hill Neighborhood Coalition

By: ___________________________  Witness: ___________________________

Date: __________________________

City of Pittsburgh

By: ___________________________  Witness: ___________________________

Date: __________________________  Approved as to form: ___________________________

by: City Solicitor

County of Allegheny

By: ___________________________  Witness: ___________________________

Date: __________________________

Sports & Exhibition Authority of Pittsburgh and Allegheny County

By: ___________________________  Witness: ___________________________

Date: __________________________

Urban Redevelopment Authority of Pittsburgh

By: ___________________________  Witness: ___________________________

Date: __________________________  Approved as to form: ___________________________

by: Authority Solicitor

- execution copy -
Pittsburgh Arena Real Estate Redevelopment LP

By: Pittsburgh Arena Real Estate Redevelopment LLC, its sole general partner

By: ___________________________ Witness: ___________________________

Date: __________________________

Pittsburgh Arena Operating LP

By: Pittsburgh Arena Operating LLC, its sole general partner

By: ___________________________ Witness: ___________________________

Date: __________________________

Pittsburgh Arena Development LP

By: Pittsburgh Arena Development LLC, its sole general partner

By: ___________________________ Witness: ___________________________

Date: __________________________

The following acknowledge and agree to be bound by the terms of this Agreement:

Hill House Association

By: ___________________________ Witness: ___________________________

Date: __________________________
Pittsburgh Arena Real Estate Redevelopment LP

By: Pittsburgh Arena Real Estate Redevelopment LLC, its sole general partner

By: 

Witness: 

Date: 3/11/03

Pittsburgh Arena Operating LP

By: Pittsburgh Arena Operating LLC, its sole general partner

By: 

Witness: 

Date: 3/14/03

Pittsburgh Arena Development LP

By: Pittsburgh Arena Development LLC, its sole general partner

By: 

Witness: 

Date: 3/14/03

The following acknowledge and agree to be bound by the terms of this Agreement:

Hill House Association

By: 

Witness: 

Date: 8/19/03
Hill District Consensus Group
By: [Signature]  
Date: 8-19-08
Witness: ____________________

Uptown Community Partners
By: [Signature]  
Date: 8-19-08
Witness: ____________________

Find the Rivers Coalition
By: [Signature]  
Date: 8/19/08
Witness: ____________________

Ebony Development, LLC
By: [Signature]  
Date: 9-5-08
Witness: ____________________

Hill District Federal Credit Union
By: [Signature]  
Date: 8-19-08
Witness: ____________________

execution copy
Pittsburgh-UNITED

By: ___________________________  Witness: ________________
Date: ________________

3rd Ward Democratic Committee

By: ___________________________  Witness: ________________
Date: ________________

5th Ward Democratic Committee

By: ___________________________  Witness: ________________
Date: ________________

5th Ward Democratic Committee 1st District

By: ___________________________  Witness: ________________
Date: ________________

5th Ward Democratic Committee 2nd District

By: ___________________________  Witness: ________________
Date: ________________
5th Ward Democratic Committee 4th District
By: [Signature]
Date: 8/19/08
Witness: ______________________

5th Ward Democratic Committee 5th District
By: [Signature]
Date: 8/19/08
Witness: ______________________

By: [Signature]
Date: 8-19-08
Witness: ______________________

Black Beauty Lounge
By: [Signature]
Date: 8/19-08
Witness: ______________________

Central Outreach Center
By: [Signature]
Date: ________________________
Witness: ______________________

Coalition of Black Trade Unionists
By: [Signature]
Date: ________________________
Witness: ______________________
Democratic African American Ward Chairs Caucus
By: Marline El Kemay
Date: 9/9/08
Witness: ________________

Eagle Cab Company
By: Harry Williams
Date: 9/4/08
Witness: ________________

Freedom Unlimited, Inc.
By: L.C. Smith
Date: 9/5/08
Witness: ________________

Hill/Oakland Job Links
By: ________________
Date: ________________
Witness: ________________

Northside Lodge of the Elks
By: ________________
Date: ________________
Witness: ________________
Uptown Residents Blockwatch
By: Frann Williams
Date: 8-14-08

Mon Valley Unemployed Committee
By: Paul Hodko
Date: 8/19/08

One Vision One Life
By: Zachary Gordon
Date: 8-14-08

NAACP
By:
Date: 8-17-08

Allegheny Group of the Sierra Club
By:
Date: 8/19/08

Hill District ACORN
By: William W. Bart
Date: 8-19-08
Abe’s Market
By: Abe David
Date: 8-19-08
Witness: ______________________

Store Front-One Stop Shop
By: Edna Courter
Date: 9/4/08
Witness: ______________________

Tim’s Bar
By: Timothy Myles
Date: 9/4/2008
Witness: ______________________

Ace and Deuce
By: _______________________
Date: ______________________
Witness: ______________________

Cliff Street Block Club
By: Seeleta Payne
Date: August 19, 2008
Witness: ______________________

Dinwiddie Community Alliance
By: Carmen D. Rice
Date: 8/19/08
Witness: ______________________
Ebenezer Development Corporation
By: [Signature]
Date: 8/19/08
Witness: ____________________

Hill House Development Corporation
By: [Signature]
Date: 8/19/08
Witness: ____________________

Wilcox & Dreyfus Solutions Corp.
By: [Signature]
Date: 8/ AUG 2008
Witness: ____________________

The Fox / Ferran Excellence
By: [Signature]
Date: 8/14/08
Witness: ____________________

By: ________________________  Witness: ________________________
Date: ________________________
Hefflin's Properties

By Clyde Hefflin

Date: 8-19-02

Witness: ____________________
EXHIBIT 1

One Hill Coalition Member Organizations
1st Ward Democratic Committee
3rd Ward Democratic Committee 4th District
3rd Ward Democratic Committee
3rd Ward Democratic Committee 5th District
429 Robinson Court LLC
4th Ward Democratic Committee
5th Ward Democratic Committee
5th Ward Democratic Committee 1st District
5th Ward Democratic Committee 2nd District
5th Ward Democratic Committee 4th District
5th Ward Democratic Committee 5th District
5th Ward Democratic Committee 7th District
5th Ward Democratic Committee 11th District
5th Ward Democratic Committee 14th District
Abe's Market
Ace and Deuce
Addison Terrace Resident's Council
Ann A. Simms Attorney at Law
August Wilson Culture Center/Childhood Home Project
Bed Cliff Concerned Citizens
Bedford Tenant Council
Bethel AME Zion Church
Big Tom's Barber Shop
Black Beauty Lounge
Boy Scout Troop 93
Butchies Styles and Cuts
Carter's Service State
Center For Family Excellence
Central Outreach Center
Centre City Associates
Centre of Attraction
Cliff Street Block Club
Coalition of Black Trade Unionists
Concerned Citizens of Adelaide St.
Crawford Square Home Owner's Association
D&J Catering
Democratic African American Ward Chairs Caucus
Dinwiddie Community Alliance
Eagle Cab Company
East Liberty Professional
Ebenezer Development Corporation
Ebony Development
ONE HILL MEMBERSHIP - April 29, 2008

Find the Rivers
Freedom Unlimited
Gemini Quality Embroidery
Hefflin's Properties
Henry Highland Garnett Society
Hill Consensus Group
Hill District ACORN
Hill District Education committee
Hill District Federal Credit Union
Hill House Association
Hill House Economic Development Corporation
Hill/Oakland Job Links
House of the Crossroads
K. Leroy Irvis tower Tenant Council
Lavelle Real Estate
Law Offices of P. William Bercik
Ledlie & Arcena Blockwatch
Leslie Chambers Properties
Lou Mason Senior Apartments Tenant Association
Lower Dinwiddie Street Block Club
Mental Health Association
Miller African Centered Academy PTO
Milwaukee Block Watch
Most Worshipful Hiram Lodge-Masons
NAACP
Nadia Track
National Black Child Development, Pgh Affiliate
Northside Lodge of the Elks
Oak Hill Residents Association
One Hood
One Vision One Life
Pittsburgh United
Preservation Pittsburgh
Red Onion East
Reed & Roberts Tenant Council
Reed/Soho Block Watch
Reed's Tee's
Release Care LLC
Robert Street Coalition
Roberts & Rowley Block Watch
RS Supplies
Schenely Heights Collaborative
Schenley Farms Neighborhood Watch
Schenley Heights Community Development Program
Sharon Stephens Project Administration Services
StoreFront-One Stop Shop
Surface Stripe-ing Co.
Team Mozzi Barbershop
Tim's Bar
Uptown Community Partners
Uptown Hair Salon
Uptown Residents Blockwatch
Wick Lombard Coalition
Wilcox A Design Solutions & Construction Management, Inc.
Womanspace East, Inc.
EXHIBIT 2

Depiction of New Arena Site
EXHIBIT 3

Depiction of Additional Redevelopment Area
Parcel #1
Block 2-B; lot 400
43,059 sq. ft.
.99 acres

Parcel #2
Block 2-C; lot 400
807,441.08 sq. ft.
18.57 acres

Parcel #3
Block 2-C; lot 300
399,436 sq. ft.
9.18 acres

Uptown Parcel: Parcels 1, 2 and 3
Civic Arena Parcel: Parcels 1 and 2
Melody Tent Site Parcel: Parcel 3
7.4.2 One Hill CBA Fact Sheet
The One Hill Coalition has negotiated the first ever Community Benefits Agreement (CBA) in Pittsburgh. This agreement comes after nearly a year of negotiations with the Pittsburgh Penguins, the Sports and Exhibition Authority (SEA), the Pittsburgh Urban Redevelopment Authority (URA), the City of Pittsburgh and Allegheny County. This historic first step begins the process of ensuring that major economic development projects provide concrete benefits to the communities where they are located.

The Hill District CBA includes $8.3 million in financial resources for neighborhood improvement efforts in the Hill District, plus numerous non-financial benefits, such as a community-driven Master Development Plan, a commitment that Hill District residents will have first priority for jobs that are created in connection with the development of the Arena and adjoining area, and a commitment that those jobs will pay family sustaining wages.

The CBA provides the following:

**Hill District Community Master Plan**

- The URA will fund a Master Development Plan for the Hill District, including the contracting and paying of a planning professional.

- A Steering Committee of nine people will oversee this process: four appointed by One Hill and five appointed by public officials. No decision will be effective if there are more than 2 dissenting votes.

- The City and the County will use the Master Plan to guide future development of the Hill District.

- The Hill District Master Plan will be developed between August 2008 and February 19, 2010.

- The Penguins will not submit any development plans for the 28 acre additional redevelopment area until after this date. The development plans for the 28 acres must be consistent with the principles outlined in the Community Master Plan.
Community Services Review

- The County will conduct a two-year review of social services in the Hill, to identify gaps or deficiencies in social services and to prioritize needs. This assessment will assist in creating new initiatives and/or improving the quality of existing programs and services.

Grocery Store

- Two million dollars available for establishment of a grocery store in the Hill District ($1 million from URA, $1 million from Penguins).

First Source Employment Center

- One Hill and Hill House will establish a model referral center to connect Hill District residents with family sustaining jobs and to facilitate the admission of minorities into union apprentice programs.
- City and County will provide $150,000 per year for at least two years.
- For all jobs that are created as a result of the Arena and 28 acre development, the Penguins will give first consideration to Hill District residents referred by the First Source Center, and will advise employers on those projects to do the same.

Neighborhood Partnership Program

- The Penguins will work with One Hill to build a Neighborhood Partnership Program to be funded at $500,000 per year for 6 -12 years.
- This will provide up to $6 million to support community and economic development, education and youth services, preservation and green spaces and drug, alcohol and mental health services in the Hill District.
- The Penguins $1 million commitment for a grocery store will be structured in such a way as to leverage additional development and predevelopment funds for the Hill.

Community Multi-Purpose Center

- City, County and URA will assist the Pittsburgh YMCA to develop and sustain a multi purpose center for youth, family and seniors.
- Principles governing the YMCA facility are: reduced fee/ no fee memberships to low income youth, and consideration of Hill applicants first for jobs created.

Information Concerning Arena Development and Construction

- The SEA and the Penguins will provide information to the community concerning progress made toward meeting MBE/WBE contracting goals;
- The SEA and the Penguins will provide information to the community concerning progress made toward hiring Hill District residents;
- The Penguins will endeavor to maximize business opportunities for existing Hill District businesses, and will encourage their vendors to do the same.
**Miscellaneous**

- One Hill and others will withdraw their appeal of the Pittsburgh Planning Commission approval of the new Arena;
- The Penguins will provide One Hill with copies of all development plans and work to resolve any legal or policy concerns raised by One Hill before submitting them for public approval;
- One Hill and its members will not sue to stop future Penguins development as long as the Penguins abide by the foregoing, and as long as the development is consistent with the principles outlined in the CBA and the Hill District Community Master Plan;
- As long as the above conditions are met and the other parties are in compliance with the CBA, One Hill will publicly support future Penguins development. (This does not, however, obligate One Hill to support any additional public subsidy.)
- A LEED Certification Plan will be prepared for the new Arena in keeping with Pittsburgh’s national leadership role in building “green” buildings;
- SEA, City and County commit themselves to strict enforcement of all ordinances, regulations and laws controlling diesel fuel emissions in order to minimize the impact of such emissions on Hill District residents and Pittsburgh in general;
- City and County will consult with One Hill for the names of Hill District residents who are interested in serving on boards and commissions – especially those related to the development and social service agencies that impact the Hill.

**Family Sustaining Jobs**

In a related statement of principles, the Penguins agreed that jobs created in connection with its development activities will be family sustaining jobs with health benefits:

- Jobs created will pay area wage standards for employees in designated industries. ($12 - $30+ an hour with benefits)
- Penguins will not interfere with workers’ rights to form a Union.
- Penguins agree to a “card check” procedure to ensure that workers can choose Union representation without interference.
- Penguins will encourage subcontractors, operators, and property managers to adhere to this agreement.
7.4.3 The Greater Hill District Development Principles
The Greater Hill District Development Principles

These Development Principles are intended to provide a framework for the Hill District Master Plan, and to serve as interim guidelines for all development activities and allocation of public resources in the Hill District and Uptown pending completion of the Master Plan. The Hill District Community Benefits Agreement (CBA) obligates the City, Allegheny County and the Pittsburgh Urban Redevelopment Authority (URA) to use the Master Plan to guide their decisions regarding project selection and development activities in the Hill. The CBA also states that the Master Plan will serve as a statement of guiding principles for use by the City Planning Commission when reviewing and approving land use plans in the Hill. Under the CBA, the Master Plan was to have been completed by February 19, 2010. Due to delays in procuring a planning consultant, it is unlikely that the Master Plan will be completed by that date. It is the intent of the Hill District Planning Forum and the Master Plan Steering Committee that these Development Principles serve as the Master Plan guiding principles that will inform land use, project approval and subsidy allocation decisions affecting the Greater Hill District pending completion of the Master Plan.

1. The Mellon Arena and the Melody Tent sites sit on the Lower Hill District, thus these areas are part of the greater Hill District. Going forward these areas will be referred to as the Lower Hill District instead of as the ‘28 Acres’.

2. Any development plan for the Lower Hill District must fully restore the pre-Arena street grids/roadways, so that Webster and Wylie Avenues run completely into the downtown Pittsburgh street grid without barriers of any type.

3. Land use and development plans for the Lower Hill will preserve no physical remnant of Civic Arena/Mellon arena and the resulting displacement of 8,000+ Hill Residents and businesses.

4. Any housing development plan for the greater Hill District must include a mix of owned and rental housing suited for all income levels. At least 30% of all housing units developed in the Lower Hill District must be affordable to very low-income households, and at least half of those must be affordable to extremely low-income households. At least 10% of all housing units developed elsewhere in the Hill District must be affordable to very low-income households, unless a higher affordability threshold is specified in the Master Plan. At least fifty percent of proposed housing should be able to accommodate families. At least 10% of all newly developed housing units must be accessible to people with disabilities, and all newly developed housing units must meet PHFA visitability guidelines to the extent feasible. (Implementation strategies are attached. See Anti-Displacement Strategies for Residents).

5. All housing developments within the Hill District must minimize the displacement of residents and businesses. Developments for the Lower Hill must also include ‘right of return’ preferences for individuals families, organizations and businesses displaced in the original
Civic Arena development (Renaissance 1). (See Anti-Displacement Strategies for Residents, and Strategies for Reclaiming the Lower Hill, attached).

6. In the Lower Hill, a mix of retail shops should occupy all (or a majority of) building spaces at street level.

7. In the Lower Hill District significant retail opportunities must be made available to small local operators along with larger operators. At least 20% of all newly developed retail spaces in the Lower Hill District must be set aside for small businesses that: (1) are majority owned by Hill District residents, (2) are currently located in the Hill District, (3) were displaced from the Lower Hill by the Renaissance I urban renewal project, or (4) are majority-owned by residents who were displaced from the Lower Hill by urban renewal. (see Anti-Displacement Strategies for Business, and Strategies for Reclaiming the Lower Hill, attached).

8. All development plans must include first source hiring provisions within the project labor agreements for all stages of work at any development site.

9. All development contracts including: Pre-Construction services (architectural, engineering, urban planning, market and traffic study consultants, and other real estate consultants); as well as qualified suppliers and qualified contractors will require a minimum MBE participation rate of 30% and WBE participation rate of 15%. Particular consideration must be given to Hill District businesses and companies in fulfilling these requirements. Compliance with this principle will be monitored by a 5 person committee; 3 of the 5 committee members will be Hill District Residents/Stakeholders.

10. All plans for the Hill District must include provisions for green and sustainable development. This includes ample green space, trees, parks and playgrounds and LEED certified building standards, as outlined in the Hill District Green Print and other plans.

11. All development plans must preserve views from the Hill District in all directions and complement the Green Print plan. Development of the Lower Hill must not impair views of Downtown from Crawford Street.

12. All traffic and parking plans must minimize negative impacts on existing and future neighborhood residents. More specifically traffic and parking plans must minimize noise and pollution, while also maximizing resident access to parking and the roadways leading to their homes.

13. All development plans will incorporate the look and feel of existing architectural themes, with particular attention to recognizing the Hill District is a residential neighborhood with neighborhood business districts that are at the edge of the Central Business District (See Bedford Design guidelines attached).

14. All development plans must be designed to benefit existing community residents and businesses, while allowing for future growth of retail, residential and commercial spaces.

15. All future development plans for the Hill District shall incorporate existing community plans (including the Green Print, Centre Avenue Design Guidelines, Bedford Hill Development plan and Consensus Group Action Plan).

16. Land use, public art and development plans must honor the historical and cultural legacy of the Hill District, as a predominately African American neighborhood. Further, such plans must abide by Historic Preservation standards set by the Historical Hill Institute.
17. All development projects receiving a subsidy from or through the City, County or URA should provide co-ownership opportunities for Hill District Community-Based Organizations or Hill District Faith-Based organizations. At a minimum, the Community-Based or Faith-Based organization should have at least a 20% interest in the ownership, profits, developer fee and/or cash flow; should have the ability to approve or reject major project decisions; and should have a right of first refusal to acquire the project if it is sold.

18. Community groups and service organizations based in the Hill District must be given priority to acquire vacant land and buildings, as needed, to improve the quality of educational, social service and recreational opportunities for Hill District residents.

19. Community residents must have ready access to all developing and finalized plans, proposals and studies regarding the Greater Hill District. Input from community residents must be included in the development stages of any plan or study affecting the neighborhood and community residents must have seats on development/study committees whose products will influence the Greater Hill District.
7.5 SHAW DISTRICT MOU
7.5.1 Shaw District MOU
EXHIBIT A
MEMORANDUM OF UNDERSTANDING

On March 15, 2005 representatives of various parties (hereinafter referred to collectively as the “Parties”), including LeDroit Park and Shaw communities, Advisory Neighborhood Commission 1B, Advisory Commission 2C, Shaw Main Streets, and Organizing Neighborhood Equity DC (formerly Manna Community Development Corporation) (collectively, the “Community”), Broadcast Center Partners, LLC (“BCP), Radio One, Inc (“Radio One”) and that National Capital Revitalization Corporation and its subsidiary RLA Revitalization Corporation (“NCRC”) agreed to this Memorandum of Understanding (the “MOU”). This MOU concerns the responsibilities of the Parties to the Community throughout the mixed-use development of NCRC Parcel 33 and adjoining properties (the “Development”).

I. Development Principals and Priorities

The Parties intend the Development, which includes residential, office and retail space, to provide economic and social benefits to all the Parties. Therefore, the Parties agree that the Development shall:

1. Provide workforce and affordable housing at the levels indicated below;
2. Create employment opportunities and provide training;
3. Ensure participation by Local, Small, Disadvantaged Business Enterprising (LSDBE) throughout the Development;
4. Set aside leased retail space for qualified local businesses at below market rates;
5. Establish a Community Development Initiative Fund (“CDI Fund”);
6. Cultivate relationships with Howard University and community schools.

II. Affordable Housing and Work Force Housing:

BCP shall include in the Residential Rental development both affordable housing units and workforce housing units. Such units, in aggregate, shall equal at least twenty-five percent (25%) of the total number of residential rental units.

The Affordable Housing shall comprise:

1. Ten percent (10%) of the total units available for families making between 31% - 50% of the Area Median Income as defined by HUD; and
2. Five percent (5%) of the total units available for families making between 51% - 80% of the Area Median Income as defined by HUD.

The Work Force Housing shall comprise:
1. Ten percent (10%) of the total units available for families making between 81% - 120% of the Area Median Income as defined by HUD.

BCP shall provide a mix of unit types as the affordable and work force housing and make these units available to diverse income categories. BCP also shall avoid clustering these units, ensuring that they are spread throughout the development. BCP reserves the right to reprogram the Affordable Housing component as necessary to secure affordable housing subsidy funds from the District of Columbia Department of Housing and Community Development (“DHCD”) and/or Low Income Housing Tax Credits so long as the total amount of Affordable Housing comprises no less than 25% of total residential units, and, at least 10% of total units fall between 31% and 50% AMI and 5% of units fall between 51%-80% AMI.

III. Additional Residential Units

NCRC shall expedite the development of an additional parcel of land located at the 7th Street and Rhode Island Avenue (“Parcel 42”). NCRC shall provide, within six (6) months following the date of this MOU, a viable plan for development of Parcel 42. The goals of the Parcel 42 development shall include:

1. Commercial viability;
2. Rental housing available to households earning up to 50% of AMI; and
3. Compliance with the District of Columbia’s development plans, including zoning and Uptown Destination District plans.

IV. Living Wage Jobs:

The Parties agree a major goal of the Development is to create permanent and construction jobs and to provide job training for members of the community, including the following:

1. Permanent and Retail Jobs: BCP shall require commercial tenants of the Development to make “reasonable commercial efforts” to employ residents of the community in the newly created entry level jobs and management and professional jobs. The Community shall appoint a representative to:
   (a) Advertise open jobs by websites and other systems; and
   (b) Identify qualified, trained, and readily available workers. NCRC shall appoint an individual responsible for disseminating job information to the Community and shall make its management responsible for interfacing with the Community during and after the development cycle;
   (c) BCP agrees to encourage both the property management company and retail partner(s) to apply reasonable commercial efforts to engage the
Community endorsed staffing agency (Enterprising Staffing Solutions) for a supply of qualified job applicants.

2. **Job Training and Construction Jobs**: BCP shall work with NCRC and a to be determined community organization to provide construction training and pre-apprenticeship opportunities to members of the community. BCP shall use its best efforts to hire qualified members of the community for construction jobs.

3. **Employment Opportunities**: The Community has suggested Enterprising Staffing Solutions to provide qualified local employment candidates to the retail tenants in the Development. NCRC also shall include ‘first source’ language in its agreement with BCP and its retail partners. It is the responsibility of Enterprising Staffing Solutions to determine how it can best interface with DC DOES (“Department of Employment Services”) and it is not the responsibility of BCP to perform any coordination between these two bodies.

4. **Radio One Jobs**: BCP shall encourage Radio One to make reasonable commercial efforts to submit their job openings to the Department of Employment Services and Enterprise Staffing Solutions before disseminating to the general public. BCP commits to add language to a lease agreement with Radio One that would encourage Radio One to create a relationship with Howard University’s business school students in an effort to prepare students for career path jobs in the broadcast industry as a term of the lease agreement.

V. Retail Space

BCP shall construct and operate the Development’s retail space as follows:

1) **Tenant Mix**: BCP shall: (a) consult with NCRC to obtain a mix of tenants designed to promote long-term viability of the retail centers, (b) carefully consider data on community preferences as supplied by Shaw Main Streets, (c) select tenants that provide a variety of job types for members of the community, and (d) avoid leasing space to tenants deemed undesirable for the neighborhood.

2) **Relocation assistance for Existing Retailers**: NCRC shall provide assistance to qualified existing local businesses to move back to the new Development. The assistance shall be in the form of rent subsidies for temporary sites and relocation assistance in accordance with HUD guidelines. The qualified businesses shall include Tobago Café and other viable enterprises that are financially capable of fulfilling, and credit-worthy enough to sign, five-year retail leases at the Development. NCRC shall work
with Community and the affected business on a communication strategy for relocation.

3) **Existing and Emerging Local Businesses**: BCP shall designate 3,000 square feet (that is, ten percent (10%) of the retail space) for existing or emerging local businesses, providing reduced rents. BCP will offer the reduced rent as follows: a fifty percent (50%) rent reduction below market rates for years 1-2; a twenty-five percent (25%) reduction below market rates for years 3-5; and thereafter at market rates. The qualified and existing local business will have the “Right of First Refusal” to return to the Development at market rents. Qualified and existing business shall include Tobago Café and other viable enterprises financially capable of fulfilling, and credit-worthy enough to sign, a five-year retail lease at the Development.

**VI. LSDBE Participation**

BCP shall include in the Development between 35-50% participation of local small business (LSDBE) vendors. Potential services for which BCP shall use LSDBE contractors include, without limitation, title, insurance, property management, moving services, and parking operators.

**VII. Community Development Initiative Fund (“CDI Fund”)**

The Parties shall establish a CDI Fund to be administered by the Community Foundation of the National Capitol Region to support Shaw community initiatives outlined by Organizing Neighborhood Equity DC, Shaw Main Streets, the local Advisory Neighborhood Commissions, and the LeDroit Park Civic Association.

1. **BCP Cash Contribution**: BCP shall make contributions totaling one hundred fifty thousand dollars (**$150,000**) to the CDI Fund on the following schedule:
   a. Seventy-five thousand dollars ($75,000) to the CDI Fund upon the recordation of the Planned Unit Development Covenant.
   b. (ii) seventy-five thousand dollars ($75,000) on first anniversary date of the completion of the construction of the project, as defined by permanent financing of both the residential and office buildings.

2. BCP shall work cooperatively with ONE DC (formerly Manna CDC) to apply for and secure a BID (Business Improvement District) grant and will provide commercially reasonable lobbying services on behalf of ONE DC to officials in the DC Government to achieve this objective.
3. **Success Fees:** BCP shall provide an additional Two Hundred Thousand Dollars ($200,000) in “success fees” to the CDI Fund upon the accomplishment of the following milestones
   a. $100,000 at Settlement of Permanent Financing on the Stabilized Apartment and Commercial Buildings.
   b. $100,000 at Refinancing or Disposition of the property (likely to occur sometime between years 10 and 15).

**VIII. Radio One Contribution**

Radio One, Inc. shall donate two Hundred and Fifty Thousand Dollars ($250,000) in scholarship funds over a five-year period after signing the lease negotiations with BCP, specifically for Shaw high school students to attend the Howard University School of Business or the Howard University School of Communications. These scholarships will be for those high school seniors who reside in the Shaw community. These funds shall be monitored and administered by the Community Foundation and the Resident Board Committee as stipulated in the Parcel 33 Community Development Initiative Plan. This commitment will be formalized in the lease agreement between Radio One, Inc. and Broadcast Center Partners, LLC. If Radio One fails to enter a lease agreement with BCP, BCP will assume responsibility for the scholarship fund.

**IX. Relationship with Local Schools**

BCP shall work with Radio One to prepare a list of ideas designed to cultivate relationships with neighborhood schools. The list of ideas may include:

1. Mentoring high school students;
2. Training and career path assistance for Howard students;
3. “Adopt a School” programs with middle or elementary schools; and
4. Hands-on production experiences for school students.

**X. Community Role and Responsibilities:**

The Community will make best efforts to provide support for the Development throughout the development process, this support can be through zoning, construction and leasing. The Community will also make best efforts to interact with the appropriate city agencies to accelerate the Development and to receive the following:

1. A zoning variance from the District of Columbia to build the Development at a height of no less than ninety (90) feet; and
2. A grant from the Housing Production Trust Fund.
XI. Commitment of Anchor Tenant

It is acknowledged by all parties that neither Radio One nor any alternative anchor tenant may be bound by the Community Benefits Agreement. The verbal commitments of Radio One Corporation to the community will be formalized in the lease agreement between Radio One and Broadcast Center Partners, LLC and a letter from Radio One and BCP outlining those commitments will be submitted to ONE DC and NCRC upon execution of the lease agreement.

FROM THE COMMUNITY:

_______________________ Date:______
Advisory Neighborhood Commissioner
SMD 1BO1, ANC 1B

_______________________ Date:______
ONE Right to Land, Shaw

_______________________ Date:______

FOR BROACAST CENTER PARTNERS, LLC:

_______________________ Date:______
7.5.2 BCP Shaw Project Update
BROADCAST CENTER ONE
PROJECT UPDATE

Shaw Main Streets
Aug 2, 2007
Ellington Plaza Development Plan

- Preservation of Historic Rowhouse / Retail Sites
- Howard Theatre
- Ellington Plaza
- Broadcast Center / Radio One HQ (Shaw-Howard Metro)
- Wonderbread Factory (Future Artists Studios or Lofts)
- Wiltberger Warehouse (Future Arts District)
- Cecilia’s Stage Door
Summary of Project Programming

Broadcast Center Office

- 93,000 NSF of Office Space
- 60,000 NSF Will Serve as New National HQ for Radio One Corp.
- 33,000 NSF Available to 3rd Party Tenants
- Studio Space and Retail on Ground Level
- One Level Glass-and-Steel Portico Extending Toward 7th Street Adds Architectural flair
- 20,000 NSF of Retail Space

Broadcast Center Residential

- 180 Apartment Units
- 45 Units Reserved as Affordable
  - 18 Units @ 31% - 50% AMI
  - 9 Units @ 51% - 80% AMI
  - 18 Units @ 80% - 120% AMI
- Rooftop Terrace for Common Use
- Latest in LEED-Certified Green Technology
Goals & Accomplishments

Recent Accomplishments:

1. HPRB Approval of Residential Design
2. Successful Redesign of Office Building
3. Renegotiation of Community Benefits Agreement
4. Completion of 100% Design Documents
5. City Council Approval of Draft Land Disposition Terms

Near Term Goals:

1. Execution of Land Disposition Agreement
2. Execution of Radio One Lease
3. Lot Consolidation
4. WMATA Easements
5. PUD Approval
6. Submit for Building Permit
7. Groundbreaking
# Broadcast Center Development Schedule

<table>
<thead>
<tr>
<th>Description</th>
<th>Duration (Days)</th>
<th>Early Start</th>
<th>Early Finish</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUD Amendment - 30-to-40 days after filing</td>
<td>45</td>
<td>3/2/2007</td>
<td>4/16/2007</td>
<td>✓</td>
</tr>
<tr>
<td>NCRC Term Sheet Agreement</td>
<td>140</td>
<td>2/19/2007</td>
<td>7/9/2007</td>
<td>✓</td>
</tr>
<tr>
<td>Subsidy Commitment Letters from ODMPED</td>
<td>42</td>
<td>7/9/2007</td>
<td>8/20/2007</td>
<td></td>
</tr>
<tr>
<td>PUD NCPC Approval</td>
<td>30</td>
<td>10/20/2007</td>
<td>11/19/2007</td>
<td></td>
</tr>
<tr>
<td>Sheetin and Shoring Permit</td>
<td>154</td>
<td>9/15/2007</td>
<td>2/16/2008</td>
<td></td>
</tr>
<tr>
<td>Settlement of Construction Loan</td>
<td>30</td>
<td>1/21/2008</td>
<td>2/20/2008</td>
<td></td>
</tr>
<tr>
<td>Groundbreaking</td>
<td>5</td>
<td>2/16/2008</td>
<td>2/21/2008</td>
<td></td>
</tr>
</tbody>
</table>
Public Benefit

- Forty Five New Affordable Apartment Residences above Metro in rapidly gentrifying Shaw neighborhood
- High-Density, Mixed-use project (residential, office, retail) at public transportation hub.
- DC Gov't Revenues in excess of $20 MM over next 20 years in form of recordation, transfer, property, income, sales, use and employment taxes.
- Major Arts / Music destination & anchor to U Street/Shaw corridor
- Linking of Convention Center to Howard University / Georgia Ave, including extending office/employment farther up 7th Street.
- Reversal of historic trend of indigenous DC business moving to suburbs
- Prototype Development project which will meet Inclusionary Zoning Requirements
Public Benefit, Cont.

- 35% LSDBE vendor participation in Broadcast Center One and Howard Theatre

- Participation in *First Source Employment Program* (DC’s DOES).

- New Retail employment opportunities on 7th Street for members of Shaw/LeDroit community.

- Construction jobs and apprenticeship opportunities for members of Shaw/LeDroit community.

- Radio One job opportunities and relationship with Howard University business school to develop new young professionals for the communications industry.

- 10% of retail spaces subsidized for community retail businesses.

- $350,000 of Community Development Initiative (“CDI”) Funds

- $250,000 of scholarship funds for Shaw High School students to attend Howard University Business School in addition to mentoring and training of Shaw High School students.
Realization of DC Government Objectives

- Adherence to Major Themes and Elements of the Comprehensive Plan:
  - Stabilizing the District’s Neighborhoods
  - Respecting and Improving the Physical Character of the District
  - Preserving and Ensuring Community Input
  - Compliance with the Major Elements of the Comprehensive Plan

- Adherence to Objectives of Duke Plan:
  - An increase in the density of land use designations
  - Creation of sustainable retail and ground-floor entertainment uses that enhance the public realm and develop an attractive streetscape;
  - Residential development that includes affordable housing
  - The preservation of existing historic resources through forward-thinking and innovative design solutions
  - Dense, compact, mixed-use transit-oriented development.

- Comprehensive Housing Strategy Task Force
  - Development of high density, high quality and high volume of new market-rate and affordable housing in DC
  - High architectural and urban design standards

- Compliance with OP’s Transit-Oriented Development (“TOD”) Objectives
  - High Density over WMATA sites
  - Creative Parking Management
  - Pedestrian-Friendly Realm

- Compliance with Objectives of Great Streets 7th Street / Georgia Avenue Corridor Plan
Summary

- Broadcast Center One will make a major contribution to the revitalization of the Shaw / LeDroit Park Neighborhood and to the re-emergence of Georgia Avenue / 7th Street as one of DC’s Great Streets.

- The Broadcast Center One Project will deliver significant benefit to the community including Jobs, Community Development Initiative Funds, Scholarships, Mentoring Opportunities and LSDBE Participation.

- Broadcast Center One complies with the objectives of the DC Government as articulated in the Comprehensive Plan, the Duke Plan and the Comprehensive Housing Strategy Task Force.

- **Broadcast Center Partners respectfully request the support of ANC1A on behalf of our Planned Unit Development (“PUD”) Application to the District of Columbia Zoning Commission.**
Questions ?
7.6 INTERVIEW SHEETS
<table>
<thead>
<tr>
<th>AIMS QUESTIONS</th>
<th>IMPORTANCE RATING</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Why did the community define historic preservation as a public benefit?</td>
<td>1</td>
<td>Large African American populations...they want different things listed...or individual listings...particular sites, not a whole neighborhood because it raises property values. No designations needed here.</td>
</tr>
<tr>
<td>How did they define historic preservation as a community benefit?</td>
<td>1</td>
<td>This community doesn't want preservation if it means that people within their socioeconomic bracket aren't the ones preserving properties. Their fear is displacement and rising property values.</td>
</tr>
<tr>
<td>How were historic resources handled prior to the CBA?</td>
<td>4</td>
<td>Their district is already split by two historic district, so the designation is there.</td>
</tr>
<tr>
<td>How are the economic needs for historic preservation for the community defined?</td>
<td>9</td>
<td>They are more concerned about the social and economic factors that go into preserving their community rather than just preserving their built environment. If someone with development interests wants to come into their community for the physical built environment only, then they won't take their side. The development has to take into account social issues as well.</td>
</tr>
<tr>
<td>Why are the partners involved in the CBA?</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>How will the historic preservation planning tools provided by the CBA be implemented?</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>
7.7 CBA COMPARISON MATRICES
7.7.1 CBA Comparison Matrix
Preservation as a public benefit

Why did the community define historic preservation as a public benefit? What were historic resources handled prior to the CBA?

Direct historic preservation efforts

Community is aware of its rich and culturally diverse history. The community defined preservation through social and economic benefits as well as with HP language. Funding and suggestions for documentation as well cultural preservation programs.

Hill District

This community has been subjected to missed revitalization efforts in the past. All benefits are outlined in the Master Plan element that will result from this CBA.

Shaw District

The community search address HP specifically within the CBA. Their main focal is on sustaining a healthy community socially and economically with this thought that preservation will follow.

Historic preservation derived from social and economic benefits.

Portions of West Harlem have experienced economic decline in the past decade. Employment and economic development, education, environment, transportation, community facilities.

CBA as mechanism for HP

Identify key partners

Why are the partners involved in the CBA? Community representatives

Community must act on its own behalf to successfully complete programs, the community must act on its own behalf to carry them out. They should...they argued for them.

Community advocacy - motivations for CBA

CBA makes suggestions regarding how the CBA or other entities party to the CBA can help implement the benefits within the district. In the case of Manhattanville, it's hard to assess the exact reason for the decline of the area. There is a lack of language regarding HP specifically within the CBA. There is a lack of language regarding enforcement.

Affordable and work force housing, employment, retail space, LSDBE participation, relationship with local schools, community development initiative fund

Why were historic resources handled prior to the CBA?

CBA as mechanism for HP planning and implementation

Economics of historic preservation

How are the economic needs for historic preservation for the community defined?

Locally or nationally listed as district

Economically deprived

West Harlem is not listed as a district locally or nationally. It does contain several individual properties that are listed as local or national registers but there are no designated properties within the district.

Port of two-national register districts

Community does not have any of their assets. The University is involved with first-source hiring and living wage jobs.

Economically deprived

Benefits fund paid by CU in installments over a 16 year period. Overall $150 million to be paid to CU.

$250,000 in CDI Funds; $250,000 in scholarship funds; first-source hiring, subsidized retail development, LSDBE, job relationships with Radio One, new employment opportunities with new retail spaces.

Locally or nationally listed as district

New opportunities for employment counseling, scholarships, job relationships with Radio One, new employment opportunities with new retail spaces.

Locally or nationally listed as district

Columbia has controlled 80 percent of properties within the district.

Locally or nationally listed as district

Community advocate for itself to gain benefits. It is currently uncertain what is up with Radio One backing out and UNCF moving in. Either way, the community is fully aware of its power as a result of any development that occurs within its borders.

Identify key partners

Why are the partners involved in the CBA? Community representatives

Coalitions to back community. WHLDC

Shoe, LaDroit, ANCS., ONE DC, Shoe Main Streets. In this case, there are multiple community organizations involved with the development

Public vs. private entities

Columbia University - development entity - the University is involved because it needs expansion space. They agreed to the CBA because it will mitigate potential negative social effects on the community at large and coincide with the community's $97-a plan that had been in the development process for over 10 years.

City and County government, Hergan Business entities, BCA

Public vs. private entities

This CBA is a detailed outline for the community to follow in order to fund and implement the benefits within the agreement. In the case of Manhattanville, it's hard to assess the exact reason for the decline of the area. There is a lack of language regarding HP specifically within the CBA. Their main focal is on sustaining a healthy community socially and economically with this thought that preservation will follow.

Question Themes

WEST HARLEM

HILL DISTRICT

SHAW DISTRICT

Research AIMS (So what?)

Questions of Inquiry

Question Themes

What is up with Radio One backing out

CBA as mechanism for HP planning and implementation

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There is a lack of language regarding enforcement.
7.7.2 Research AIMS and Theoretical Framework
<table>
<thead>
<tr>
<th>Research AIMS (So what?)</th>
<th>Questions of Inquiry</th>
<th>Study’s Propositions</th>
<th>Units of Analysis</th>
<th>Logic Linking Data to Propositions</th>
<th>Criteria for Interpreting Findings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify key partners</td>
<td>Why are the partners involved in the CBA?</td>
<td>Communities that have active coalitions on social and economic issues will have a strong preservation voice, and be better suited to negotiate with developer and developer parties. They will be more aware of what it is they're fighting for and have a broader knowledge base and resource pool.</td>
<td>Active community leaders and members through the negotiation process as well as after the CBA takes effect.</td>
<td>Community preservation partners are bargaining with their home.</td>
<td>Look at community’s past preservation efforts as well as other parties’ preservation involvement/philanthropy</td>
</tr>
<tr>
<td>Preservation as a public benefit</td>
<td>Why did the community define historic preservation as a public benefit? How were historic resources handled prior to the CBA?</td>
<td>Communities that have a strong 'sense of community' have a better handle on preservation as a public benefit, and are more aware of the value of their cultural and historic heritage and resources, therefore are more likely to include comprehensive HP language within a CBA.</td>
<td>Community benefits agreements and benefits guaranteed</td>
<td>Community coalitions that have an active presence in a community prior to development speculation are more likely to realize HP for its inherent worth for the longevity of a community.</td>
<td>Look at statistical data that defines measurable criteria for the benefits of HP for a community</td>
</tr>
<tr>
<td>Economics of historic preservation</td>
<td>How are the economic needs for historic preservation for the community defined?</td>
<td>A percentage of revenues from the development could be set aside for preservation efforts and other community benefits. The entities behind the developments might provide funding due to monies saved from rezoning efforts, etc. If there is HP language, as well as other benefits, within the CBA, then the community will have come idea of how they are going to implement these benefits. They’ve had the wherewithal to advocate for themselves, therefore will more likely have the wherewithal to follow through with implementation.</td>
<td>Historic preservation and other community benefit funding</td>
<td>Most of the developments that utilize a CBA are large-scale developments by experienced developers. In that case, there should be less doubt about the monetary success of the project. CBAs are a tool to help communities understand the valuable resources - economic, cultural, historic, etc. - that are within their community, and how they can use, protect and elongate the life of those resources.</td>
<td>Look at revenues for the developers past projects. Look at type of development, how it will generate income and end use.</td>
</tr>
<tr>
<td>CBA as mechanism for HP planning and implementation</td>
<td>How will the historic preservation planning tools provided by the CBA be implemented?</td>
<td>Successfu implementation of programs</td>
<td></td>
<td>Successful implementation of programs</td>
<td></td>
</tr>
</tbody>
</table>

Look at communities’ cultural and historic resources and past community involvement with those resources.