

COMMUNITY BENEFITS AGREEMENT

This Community Benefits Agreement (this “**Agreement**”) is made on and shall become effective this [DAY] day of [MONTH], [YEAR] (the “Effective Date”) by and between the Coalition and [DEVELOPER] (“Developer”). Coalition and Developer are from time to time hereinafter referred to as the “Parties.”

RECITALS

WHEREAS, the Project area is made up of approximately ____ acres of real property situated in the [TOWN] of TOWN, [STATE], which is improved by a TYPE OF PROJECT and related amenities (the “Project”); and,

WHEREAS, the Coalition and Developer have determined that the Project encourages and fosters economic development and prosperity for the citizens of Coalition and [STATE], enhances the image of Coalition, [COUNTY] and [STATE], and provides recreational and other opportunities for the citizens of Coalition, [COUNTY] and [STATE]; and

WHEREAS, the parties wish to provide for various Community Benefits (as defined herein) to the Coalition and the public sector in connection with the design, construction, maintenance, and operation of the Project, including, without limitation, furthering initiatives of [_____]; and

WHEREAS, the Project can be developed in a responsible manner that is respectful of the historic nature of the City’s downtown and waterfront with appropriate design principles, building materials, and architectural sensitivity employed in the design and development of the Project, and will be developed to maximize integration of the Project with downtown businesses and attractions; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

ARTICLE 1

Section 1: Purpose

The purpose of this CBA for the Project is to provide for a concerted and coordinated effort on the part of the Coalition and the Signatories, to maximize the economic and educational benefits of the project to the CITY and Coalition communities. Through this CBA, the parties to this agreement will generate [job training and employment opportunities targeted to community residents in need of training and employment; will generate business opportunities for Coalition area Minority owned and Women owned businesses and will generate internship and other educationally related opportunities to targeted community school children].

Section __: Prioritizing Community Goals and Desires

A. The Coalition commits to including the broader community and Neighborhood goals captured in previous plans and surveys, including the [insert benefits here].

B. At the express request of the Neighborhood, the Coalition commits to developing a new physical environment that will serve to meet the safety and amenity needs and desires of a diverse population. The Plan must include:

- 1) [Park spaces;
- 2) Workforce readiness opportunity spaces;
- 3) Educational programming;
- 4) Family-sustaining employment opportunities;
- 5) Open design to promote safety, utilizing current best practices;
- 6) Neighborhood gathering places; and
- 7) Waterfront development.]

Section __: Definitions

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

“Advisory Board” shall mean the group outlined in Section [# below].

“Agreement” shall mean this Community Benefits Agreement.



“Area Median Income” shall mean the area median income, as adjusted for family size for the X Area as determined by Federal, [STATE], or Local agencies charged with the responsibility of publishing such information.

“CAB” shall mean Community Advisory Board or “Advisory Board.”

“CBA” shall mean the Community Benefits Agreement.

“Coalition” shall mean [names of specific organizations that make up the Coalition]. The Coalition members shall include only recognized community, labor and church-based groups, including unincorporated associations, which have proven histories of community, labor or spiritual service to the Coalition.

“Coalition In-House Staff” shall mean a member of the community Coalition that has monitoring responsibilities.

“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.

“Contract Award Process” shall mean the process through which Project Contracts are awarded through RFPs, responsive bids and contract awards consistent with [STATE] statutes and any charter plans.

“Covered Employee” shall mean any individual employed on a full-time, part-time, temporary, or seasonal basis by any Covered Employer, to the extent of hours worked to perform Services.

“Covered Employer” shall mean: (i) any Service Contractor; or (ii) the Developer. The definition of “Covered Employer” shall include Developer or its successor with respect to the operation of

a facility operated for the primary benefit of the residents. The following entities shall not be considered Covered Employers:

a. Individual natural persons or entities who are homeowners or tenants in residential portions of the Project. Owners' associations and retail merchant associations are not excluded from the definition of Covered Employer under this subsection a.

b. Businesses, including their parent and subsidiary entities, employing twelve or fewer employees for each working day in each of twenty or more calendar weeks in the preceding or current calendar year, so long as the business, including any of its subcontractors, will not need to retain more than twelve employees to perform work related to a Service Contract.

c. Businesses classified as tax-exempt under Internal Revenue Service Code, section 501(c)(3), to provide community-based social services, and whose highest paid officer earns a salary that, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid full-time employee.

“Covered Job” shall mean any job for which the work site is located on-site, except for jobs for which hiring procedures are governed by a collective bargaining agreement that conflicts with the First Source Hiring Policy described in this Document.

“Developer” shall mean the Developer signatory(ies) to this Agreement, [developer name(s)], and any of their affiliates that are directly involved with the development of the Project inclusive of any person, firm, partnership, corporation, joint venture or other legal entity affiliated with the signatory(ies) to this Agreement, [DEVELOPER], collectively defined as “Developer.”

“Employer” shall mean a business or nonprofit corporation that conducts any portion of its operations on-site. “Employer” includes but is not limited to tenants, contractors, and landowners conducting any portion of operations on-Site. “Employer” shall include the Developer.

“First Source Hiring Policy” shall mean the program established under this CBA designed to identify Targeted Applicants to Project Contractors.

“First Source Referral System” shall mean the system developed and operated to implement the First Source Hiring Policy described in this Agreement, and the organization operating or administering it.

“Independent Third-Party Monitor” shall mean a company or person contracted to perform compliance monitoring on the project.

“Job Training Program” shall mean the person(s) or entity responsible for administration of funds for Job Training Programs and development of the First Source Hiring Program eligibility list system.

“Low Income Unemployed or underemployed individuals” shall mean individuals whose household income is no greater than that defined in Coalition’s Disparity Study adjusted for household size, who has been unemployed or underemployed for at least one year, and who reside in the Coalition service area. To be included, but not limited to, are those individuals who (1) who have received public assistance through the Temporary Assistance for Needy Families Program within 18 months of applying for a job or job training in a Project Job; (2) any individual who is homeless; (3) an ex-offender; or (4) an individual who is chronically unemployed as defined by the U.S. Department of Labor.

“M/WBE” shall mean any Minority-Owned Business Enterprise (MBE) or Women-Owned Business Enterprise (WBE).

“Master Plan” shall mean the plans developed on _____ to guide the Project.

“Party” shall mean the Signatories to this Agreement.

“Pre-apprenticeship Program” shall mean any job readiness and job training program designed to prepare individuals to enter apprenticeship programs.

“Project” shall mean any development within the boundaries of [PROJECT SITE ADDRESS], inclusive of projects undertaken by an entity other than the Developer but through an agreement with the Developer.

“Project Contract” shall mean a contract awarded by the [MUNICIPALITY] and pertaining to subcontracts of any level working under said awarded contract.

“Project Contractor” shall mean any entity awarded a Project Contract and subcontractors of any level working under a Project Contract. Project Contractor shall also include a Project Lessee and a Project Licensee.

“Project Jobs” shall mean all jobs performed as part of the Project, pursuant to contract with the Coalition.

“Project Lessee” shall mean any entity that leases or subleases any property owned by the Coalition and pertaining to the Project.

“Project Licensee” shall mean any entity issued a license, contract, or permit by Coalition for operations that pertain to the Project. Project Licensee shall not include entities that are performing Project work funded by Coalition where the Project work is incidental to the intent, size, and scope of other work being performed by that entity and the Coalition funded work is being performed to provide coordination with the entities project.

“Project Site” means the property located [PROPERTY SITE ADDRESS], as more particular shown on the site plan attached as [*Exhibit ____*].

“Qualified Job Training Organization” shall mean any job training service provider with a proven track record in providing training, to individuals eligible for job training, as required under this CBA.

“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 [Master Plan], 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 Notices of Appeal. Released Claims shall not include any claim seeking enforcement or interpretation of this Agreement.

“RFP” shall mean Request for Proposals.

“Services” shall mean the following types of employment activities that are performed on-site or to benefit the Project:

- a. Facility and building maintenance;
- b. Janitorial, custodial, and housekeeping;
- c. Landscaping;
- d. Laundry;
- e. Parking services;
- f. Pest control; and
- g. Security services.

“Service Contract” shall mean any contract, subcontract, franchise agreement, or other agreement for provision of Services, with a term of more than 90 days.

“Service Contractor” shall mean any entity that has entered into one or more Service Contracts with a combined annual value of payments in excess of \$25,000. If any Service Contract is or will be performed through various subcontracts that in combination have a combined annual value in excess of \$25,000, then any entity performing any such subcontract shall be deemed a Service Contractor.

“Signatories” shall mean all members of the Coalition that are original signers of this CBA or who sign this CBA subsequent to the original signer, and the Developer. There will be a commitment by each signatory to perform their duties in good faith and in a manner they reasonably believe to be in the best interest of their members; they will be prohibited from using their position of trust and confidence to further their private interest; and they will commit to perform their duties in accordance with applicable laws.

“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 Master Plan. Its members shall be appointed as follows: one member appointed by each of the Mayor, the [COUNTY] Executive, the [STATE SENATORS REPRESENTING THE DISTRICT, THE STATE REPRESENTATIVE REPRESENTING THE DISTRICT, THE CITY COUNCILPERSON REPRESENTING THE 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.

“Targeted Job Applicants” shall mean those low income unemployed or underemployed individuals living in the Coalition service area as defined by Coalition’s Disparity Study.

“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 prior to the date of this Agreement, challenging the sufficiency or legal validity of the [Master Plan] (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.

ARTICLE 2. COOPERATION GUIDELINES

Section __: Community Inclusive Approach

- A. A community-inclusive approach to the design and implementation of the Plan is important for all Parties.
- B. All members of the Parties shall utilize their area of interest or expertise to monitor the progress of the project.

C. Inclusive, Transparent Decision-Making

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

2) The Parties shall work collectively to educate the Neighborhood and Residents about their options and to include them in the decision-making process by hosting a summit once every two months for all interest parties (I.e., the Neighborhood, community organizations, etc.)

- a) This meeting may take many formats, e.g. round table discussion, open forum/open house in various area locations.
- b) The primary purpose of these summits shall be to update and to discuss the development and construction of the Project, including, but not limited to:
 - 2. the design schedule and progress;
 - 3. construction schedule and progress;
 - 4. construction staging and potential neighborhood impacts;
 - 5. schedule for bids of trade contracts;
 - 6. opportunities for local participation;
 - 7. opportunities for employment of the Neighborhood and Residents;
 - 8. progress toward meeting M/WBE business contracting goals;
 - 9. information about individuals in the Neighborhood and Residents who are members of the building trades;
 - 10. business opportunities related to the project.
- c) The meetings shall include a Zoom option for community members who cannot attend in person.
- d) Each Party commits to attend these summits or to designate a member of their group to attend in their absence.

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

C. The Parties agree that Coalition will be made aware of, and invited to attend, all meetings between the local government and the Developer.

- 1) This requirement shall become effective immediately upon execution of this CBA.
- 2) All Coalition members will be invited to all additional meetings related to the project that are called.

- D. Regarding the scheduling of all meetings concerning the Project, the Parties shall:
- 1) Schedule such meetings to be held at reasonable times of the day as agreed upon by all Parties, with consideration made for community members that work during the day;
 - 2) Ensure that all meetings are recorded and documented and made available for all members to access; and
 - 3) Ensure that all meetings will be well advertised and, where available, have a Zoom option for the community.

The Parties agree that members of the Coalition, including community organizations, and external partners, will be given the opportunity to voice their concerns and opinions at all of the above-described meetings. Time will be allotted at each meeting for this purpose and added to the agenda.

- E. All records of funding for projects related to the Project planning and all stages of development will be made available to any Party upon request.

Section __: Public Participation and Collaborative Decision-Making

- A. **Advisory Board – Composition.** The Community Advisory Board will be comprised of the following six members:
- a. Two representatives from Developer;
 - b. Two representatives of Coalition;
 - c. One resident of [Zone 1] (which includes [name] neighborhoods) who shall be chosen and appointed by agreement of Coalition and Developer;
 - d. One resident of [Zone 2] (which includes the [name] neighborhoods) who shall be chosen and appointed by agreement of Coalition and Developer;
 - e. In the event Coalition and Developer cannot reach an agreement on these two members, those members shall be chosen and appointed to the Committee by the [Pastor of X Church] (or in the event of a vacancy in the [Senior Pastor] position, the person who is serving in that role on an interim basis).
- B. **Advisory Board – Decision-Making Power in Operations.** The Developer shall:
- a. Make available to the CAB all plans and specifications relating to Site design, construction, and operation for the CAB to review and comment.
 - b. Consider all suggestions timely made by the CAB, and shall incorporate into the Site plans and specifications any suggestions which the Developer may in its sole discretion deem advisable.
 - c. Allow CAB to retain experts or consultants.
 - d. Pay for all expenses of the CAB.

- e. Ensure that projects meet agreed upon standards and values to benefit underrepresented communities.
- C. **Advisory Board – Decision-Making Power in Operations.** To assist with implementation of this Community Benefits Agreement, address environmental concerns and facilitate an ongoing dialogue between the Coalition and the Developer, the Coalition and the Developer shall establish a working group of representatives known as the Citizen Advisory Committee. The CAC shall meet [QUARTERLY]. Among other issues, the Developer shall seek the input of the CAC in the Developer’s preparation of the construction management plan, the traffic management plan, the waste management plan and the neighborhood traffic protection plan. In addition, the Developer shall seek the input of the CAC in an effort to develop and implement potential solutions to other environmental concerns, including without limitation, pedestrian safety, air quality and green building principles.
- D. **Advisory Board – Site Access.** Advisory Board representatives shall have the right to:
- a. Enter the site, related structures and surrounding property with every effort made by the [COUNTY] to give access as soon as possible and that such time is not to exceed four (4) hours from receipt of notice by the [COUNTY]. Such periodic inspections of the Site will take place to observe the operation and maintenance of the Site to determine compliance with all conditions and requirements imposed by all Federal and [STATE] regulatory agencies.
 - b. Have access to and copies of all environmental records pertaining to the operation of the Site and Landfill which are required to be kept by all governmental and regulatory agencies.
 - c. Inspect any equipment, operation, or methods required in this Agreement, at reasonable times upon [four (4) hours] prior notice to the [COUNTY], provided that such inspections do not interfere with normal operations.
- E. **Community Workshops for Funding Decisions.** The city will convene at least [TWO] public community workshops to receive recommendations from the public, and then refine those recommendations, for programs serving Community to be funded by Developer in connection with the proposed project.
- F. **Public Input During Workshops.** The City will convene at least [TWO] public community workshop to receive recommendations from the public, and then refine those recommendations, for programs serving Developer to be funded by Developer in connection with the proposed Project.
- G. **Rights of Advisory Boards.** The rights of the Oversight Committee shall include, but are not limited to, the following: the right to establish standing agenda items and raise new agenda items; right to access all Information; right to conduct citizen sampling and observe all scheduled Developer sampling and monitoring events; right to call emergency meetings of the Oversight Committee with 72 hours’ notice; right with the consent of the

majority of Oversight committee members to invite other representatives of the local community and/or [STATE] or federal administrative agencies to Oversight Committee meetings and to provide them an opportunity to be heard; and the right to enter [project] premises and inspect [PROJECT] facilities.

Section __: Oversight Committee

- A. Monitoring Oversight Committee.** Developer shall form a Monitoring Oversight Committee (“MOC”), which shall consist of three (3) persons selected by Developer. In the alternative, the Developer can use an Independent Third-Party Monitor (“ITPM”). Once per quarter, the MOC or ITPM shall meet with the Coalition, to report on the progress of the compliance with all CBA terms with a particular focus on [the Job Training Program, the First Source Hiring Program, MBE/WBE participation, and work force inclusion]. The MOC or ITPM may meet at more regular intervals, if needed. The MOC or ITPM shall have decision-making powers for monitoring of the CBA.
- B. Monitoring by MOC or ITPM.** Developer will ensure that all aspects of this CBA are effectively monitored by either the MOC or by an ITPM, or both. Any member of the public may register a complaint with the MOC or the ITPM alleging any party’s failure to comply with the terms of this CBA. Upon receipt of such complaints the MOC or the ITPM shall investigate the complaint and determine whether there has been a violation. Summaries of all complaints, investigations, and determinations shall be available to Coalition and the Developer, upon request. The MOC or ITPM shall provide monthly written reports to Coalition concerning Developer’s compliance with the requirements of this CBA, reported violations of the terms of this CBA, investigations of such reports and their final determinations. Developer shall require entities subject to the requirements of this CBA to provide records to the MOC or ITPM, sufficient to conduct investigations and make determinations concerning reported violations of this CBA. For the term of this CBA, Developer shall maintain a cumulative and standardized reporting mechanism tracking its compliance of CBA terms and the date and results of all complaint investigations by CBA Section.
- C. Selection of Independent Third-Party Monitor.** If all monitoring is not performed by the MOC, then Coalition shall complete a Contract Award Process for selection of the Independent Third-Party Monitor, who shall perform all or part of the monitoring not performed by MOC, and shall consult with the Coalition in preparation of an RFP for use in the selection process. In any case, Coalition will contract with and utilize the services of a ITPM through the end of fiscal year 20 to assist with the monitoring effort..

ARTICLE 3. COMMUNITY BENEFITS

Section __: Developer Funding Categories

The Developer agrees to create a Fund under the control of the City with an Annual Funding Amount of \$_____. The City shall use the Annual Funding Amount to fund projects and programs in the following general categories:

- [insert benefits]

Section __: Job Training

A. **Job Training Program.** Beginning within six (6) months after the effective date of this agreement, and continuing through fiscal year 20 , Developer shall provide annual funding in the maximum annual amount of One Hundred Fifty Thousand Dollars (\$150,000) for job training for Project related occupational titles (or occupations), which also could include Pre-Apprenticeship Programs and other support services. The need to continue a job training program will be evaluated prior to the end of fiscal year 20 to determine if adjustments are needed in order to continue providing annual funding that meets the job training needs for Project related occupational titles (or occupations). The reevaluation findings will be discussed by Developer and the Coalition to determine the need for inclusion into the CBA.

Section __: First Source Hiring Policy

A. **Purpose.** The purpose of this section is to facilitate the employment of Low-Income Individuals in the Project. This section aims to accomplish that goal by establishing a system for prompt referral of targeted Low-Income Individuals to employers as jobs become available. The parties hope that this program will benefit both the community and the employers in the development.

B. **First Source Hiring Policy.** Through the First Source Hiring Policy:

1. **Purpose.** The purpose of this First Source Hiring Policy is to facilitate the employment of targeted job applicants by employers in the Project. It is a goal of this First Source Hiring Policy that the First Source Referral System contemplated herein will benefit employers in the project by providing, through a non-exclusive referral system, a pool of qualified job applicants.

2. **Coverage.** The First Source Hiring Policy shall apply to hiring by Employers for all Covered Jobs.

3. Long-Range Planning. No later than six months prior to initial hiring for any Covered Job by an Employer, that Employer shall provide to the First Source Referral System the approximate number and types of jobs that will need to be filled and the basic qualifications necessary. An Employer who first enters into a Contract less than six months prior to initial hiring for Covered Jobs shall provide such information within two weeks of entering into the Contract. Each Employer shall, at the time of provision of information, designate a liaison for issues related to this First Source Hiring Policy.

4. Hiring Process.

(1) Notification of job opportunities. Prior to hiring for any Covered Job, an Employer will notify the First Source Referral System of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g. language skills, drivers' license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.

(2) Referrals. After receiving a notification, the First Source Referral System will, as quickly as possible, refer to the Employer Targeted Job Applicants who meet the Employer's qualifications. The First Source Referral System will also, as quickly as possible, provide to the Employer an estimate of the number of qualified applicants it will refer.

(3) Hiring.

(a) An Employer may at all times consider applicants referred or recruited through any source.

(b) When making initial hires for the commencement of an Employer's operations in the Development, Employers occupying at least 5,000 square feet of space on-site will hire only Targeted Job Applicants for a three-week period following the notification of job opportunities.

(c) When making initial hires for the commencement of Employer's operations in the Development, Employers occupying less than 5,000 square feet of space on-site will hire only Targeted Job Applicants for a two-week period following the notification of job opportunities.

(d) When making hires after the commencement of operations in the Development, an Employer will hire only Targeted Job Applicants for a five-day period following the notification of job opportunities.

(e) During the above periods, Employers may hire Targeted Job Applicants recruited or referred through any source. During such periods Employers will use normal hiring practices, including interviews, to consider all applicants referred by the First Source Referral System.

(f) After the above periods, Employers shall make good-faith efforts to hire Targeted Job Applicants, but may hire any applicant recruited or referred through any source.

(g) Employers shall promptly inform the First Source Referral System once a Covered Job is filled, whether or not the Employer hired a Targeted Job Applicant for that position.

5. Goal. Any Employer who has filled more than 50% of jobs available during a particular six-month period with Targeted Job Applicants (whether referred by the First Source Referral System or not) shall be deemed to be in compliance with this First Source Hiring Policy for all hiring during that six-month period. Any Employer who has complied with remaining provisions of this First Source Hiring Policy is in compliance with this First Source Hiring Policy even if it has not met this 50% goal during a particular six-month period.

6. No Referral Fees. Employers shall not be required to pay any fee, cost or expense of the First Source Referral System or any potential employees referred to the Employer by the First Source Referral System in connection with such referral.

7. Responsibilities of First Source Referral System. The First Source Referral System will perform the following functions related to these First Source Hiring requirements:

(a) Receive Employer notification of job openings, promptly initiate recruitment and pre-screening activities, and provide an estimate to Employers of the number of qualified applicants it is likely to refer, as described above.

(b) Coordinate with various job-training centers to facilitate access to a pool of qualified applicants from which to draw referrals.

(c) Screen and refer Targeted Job Applicants according to qualifications and specific selection criteria submitted by Employers. Targeted Job Applicants shall be referred in the following order:

- **First Priority:** individuals whose residence or place of employment has been displaced by the Development.
- **Second Priority:** Low-Income Individuals living within one mile of the Site.
- **Third Priority:** Low-Income Individuals living in census tracts or zip codes throughout the City for which, for more than 80% of the households, household income is no greater than 80% of the median household income for the Primary Metropolitan Statistical Area.

(d) Maintain contact with Employers with respect to Employers' hiring decisions regarding applicants referred by the First Source Referral System.

(e) Assist the Community and the Coalition in monitoring compliance with this First Source Hiring Policy.

Section __: MBE and WBE

- A. **Local Business Prioritization.** Developer will create a Local Procurement Plan to include: identification of goods and services procured for the project; targeted outreach and capacity building funding for local businesses and Minority and Women Owned Businesses to provide goods and services to the Developer; and annual reporting to assess progress toward meeting minimums and targets identified on the Plan.
- B. **Low Interest Loan Program for Minority and Women Owned Businesses.** Developer shall, in coordination with various governmental, private and community organizations, assist to identify and/or develop a low interest working capital revolving loan program to assist minority and women business enterprises seeking to perform work on the project, and in low-income communities.

Section __: Clean Air

- A. **Air Monitoring by Community Groups.** Developer will purchase and provide air monitoring equipment, including but not limited to PM2.5 and VOC testing equipment, that can be used by a community-based organization to jointly monitor real-time fence line air quality and provide baseline data, including setting up a platform for data sharing on air monitoring.
- B. **Air Monitoring by Developer.** Developer will purchase air monitoring equipment and conduct continuous PM2.5, CO, VOC monitoring on the facility at the appropriate points and at the fence-line, including setting up a platform for transparent data sharing on air monitoring in real-time.
- C. **Air Pollution Monitoring and Transparency.** Developer agrees to provide more information to residents on activities at the refinery, including: monthly reports concerning various operations; incident investigation reports on significant air born releases of contaminants; notification of planned maintenance or repairs along with environmental impact studies seven days in advance; and notification of emergency repairs.
- D. **Air Pollution Reduction.** Developer agrees to install a thermal oxidizer; testing and monitoring requirements including documentation of burn efficiency by a third party; a fugitive emission reduction plan; and an independent facility review by an outside consultant selected by all Parties.
- E. **Air Monitoring – Block-by-Block Mobile Program.** Developer will screen for local sources of air pollution street-by-street in [X communities] for one year. Developer will use mobile monitoring fleet of air sensor-equipped, low-emissions vehicles to

drive on public roads in the study areas at least 20 times across different seasons, different days of the week, and different times of the day over the course of the year. The goal of this effort is to collect block-level air pollution data to help identify sources contributing to disproportionate air pollution burdens and develop strategies to reduce air pollution within these communities, including greenhouse gas emissions contributing to climate change.

- F. **Greenhouse Gas Reduction Program.** Developer shall fund [\$3,000,000 per year for ten years] to support the types of greenhouse gas reduction programs, which could include: City development of climate action plan; rideshare programs; biking and bike share programs; electric vehicle infrastructure; urban forestry; rooftop solar; and energy retrofits. This funding will go to local organizations so that the company funds this program but does not oversee it.
- G. **Off-Site Emission Reduction Program.** Developer will contribute at least \$300,000 to the City dedicated to the development of an off-site emission reduction program targeted to gas and PM2.5, among other air pollutants. Developer, with the assistance of the City, shall prepare a report detailing the activities that are to be funded by the off-site emissions reduction program, including the cost, timeframes, and anticipated environmental benefits of the identified projects to be submitted to the City within one year of commercial operation of the proposed facility. Such contribution will be made in three equal annual installments of \$100,000 each beginning on the date of the submission of such report to the Siting Board.
- H. **Citizen Science Air Monitoring Project with High School Students.** Developer will fund a five-year air deposition background study at up to 20 locations throughout [CITY], which may be done in conjunction with local high school science departments. This program must be developed and implemented by [SCHOOL/COMMUNITY-BASED NON-PROFIT/CITY].
- I. **Climate Action Plan.** Developer will fund [\$1,000,000] to the [CITY] to further develop its Climate Action Plan, integrating co-health benefits and greenhouse gas reduction targets for the [CITY]. The Plan is the policy vehicle through which the [CITY] addresses reduction of greenhouse gases, improvement of air quality, and protection of health, all of which are in furtherance of the mitigation measures adopted for the Project.
- J. **Plant Modernization and Protections.** Developer shall retrofit certain equipment to reduce...control VOC emissions to zero net increase...to implement this condition, Developer shall install. . .
1. Within six months after approval of this Agreement, Developer shall provide documentation identifying the measures to be taken for Plant Modernization;
 2. Modernization shall comply with . . .;

3. Developer shall ensure that . . . ;
4. Developer shall conduct quarterly inspections and measure ...

Section __: Clean Water

- A. **Water Testing.** Developer will determine the depth of groundwater by means of field testing at monitoring wells... Developer shall test the groundwater for the presence of. . .
- B. **Water Access Easement.** Developer will grant to the public a water access easement so that the public can access. . . . This easement shall continue in perpetuity.
- C. **Water Supply Protection Program.** If well water contamination is found in any portion of the town, and determined by either the Health Department or Department of Environmental Protection to be caused by Developer operations, the Developer shall, at its expense, supply sufficient potable water to the affected properties until the contamination is corrected. If water exceeds relevant water quality standards Developer shall stop construction activities and report to Coalition test results and remediation plans.
- D. **Groundwater Testing and Mitigation.** Developer must create a groundwater well system that includes three successive 'rings' of wells to monitor any potential contaminants moving from the facility toward the river. More aggressive action will be required if levels of contamination increase or move closer to the river. Those actions include more frequent water quality monitoring, completion of independent studies to recommend mitigation and treatment options.
 1. in the event of exceeding drinking water standards, Developer must create and implement a plan to return contamination water to baseline conditions.

Section __: Healthy Soil

- A. **Contaminated Soil and Treatment Facilities.** No contaminated soil will be shipped to treatment facilities operated by licenses with adverse compliance histories. No cost burden shall be placed on anyone other than the Developer.
- B. **Soil Testing.** Developer shall perform a continuous soil boring so as to document soil composition at each testing location (along with groundwater testing).

Section __: Equitable and Accessible Trees, Green Spaces, Forests, Parks

- A. **Build Green Space.** Developer will create a pedestrian hardscape or vegetated space on the ground and/or roof to ensure 20% of the site area is undeveloped and is accessible to the public, including green space, school yards, playgrounds, public seating areas, public plazas, and vacant lots.
- B. **Urban Forestry.** Developer will fund \$2,000,000 toward tree planting, urban agriculture, park access designed to reduce greenhouse gas emissions and achieve co-benefits, including, improved air quality, stormwater quality and noise levels, reduced crime, improved health, and/or to restoration of biological resources. These programs may include, but are not limited to, outdoor education, job training, youth involvement, and resource maintenance, including funding for City staff (e.g., gardener, arborist) to coordinate, implement and/or oversee these programs, and other activities related to resource management in City.

Section __: Stormwater Management

- A. **Stormwater Management Fees.** Developer agrees not to oppose any measure that may be submitted to the voters for the purpose of imposing, generally, a stormwater fee or watershed management fee in the City.
- B. **Stormwater Management Using Natural Infrastructure.** Developer will maximize rainwater and greywater capture for use in its landscape irrigation, toilet and urinal flushing, and custodial uses. Paving will promote infiltration. Developer shall also integrate native plants and stormwater management into streetscape improvements in the immediate vicinity of the Project with input from the Community Advisory Board, in consultation with other local environmental groups.

Section __: Climate Resiliency and Healthy Buildings

- A. **Climate Resilient Design Components.** The Developer must adequately meet the design criteria listed below:
 - 1. Storm drainage - the project shall be designed to ensure storm drainage adequate to prevent any runoff from the Site to surrounding streets;
 - 2. Landscaping - Developer shall incorporate landscaping elements, irrigation elements, and native trees... The project shall be designed to ensure adequate irrigation and soil for the health of the trees, shrubs, and other ground cover. The Developer shall develop and implement a maintenance plan adequate to maintain the health and appearance of all landscaping elements;

3. Lot Coverage - Developer shall ensure that no part of the Site shall have as its visible surface bare dirt, except during periods of active construction or landscaping;
 4. Truck Routing - the project shall be designed to discourage commercial trucks from utilizing _____ Street to access the Site. The project shall not incorporate an entrance from or an exit to _____ Street;
 5. Avoidance of Heat Islands - the project shall be designed so as to minimize the 'heat island' effect by designing roof and parking lot surfaces in a light color;
 6. Avoidance of Vehicular Gas Inhalation - the project shall be designed and operated to minimize workers' exposure to smoke inhalation created by commercial trucks congregating at the Site. This shall be done by installing air curtains at doors that are in direct contact with potential sources of smoke inhalation.
- B. **Healthy Buildings Design Requirement.** The final design should meet green building standards established by the [X ENTITY], including carbon mitigating green space and infrastructure, maximize use of efficiency and renewable energy technologies, and incorporate healthy design standards.
- C. **Funding for Environmental Initiatives.** Developer anticipates that the cost of the environmental and community investments described in the CBA will be up to \$40 million to directly improve air quality and enhance the public health, safety, and welfare of the residents of [COUNTY] and incorporated and unincorporated areas of area around [COUNTY].
- D. **Funding for Environmental Initiatives.** Developer will continue to provide funding in the amount of \$50,000 per year for 5 years that will support the City's existing environmental initiatives.
- E. **LEED Certification.** Developer shall obtain at least certified status for buildings within the Project under the LEED system, including at least 7 points within the LEED category of Indoor Air Quality.
- F. **Litter Clean-Up.** The Developer agrees they shall implement a program to mitigate litter along Highway _____ between exits _____, such litter program shall include at least quarterly clean-ups of litter along such route using adequate personnel.
- G. **Post-Construction Restoration.** Following construction Developer and its employees and contractors shall restore all areas, pavements, curbs, driveways, sidewalks drainage and erosion control structures and measures, vegetation, landscaping, and other features disturbed.
- H. **Utility-Scale PV Solar Farm.** Following approval of the project, Developer shall enter into a lease with [SOLAR ENERGY DEVELOPER] in which Developer provides [SOLAR ENERGY DEVELOPER] sixty acres of Developer-owned land adjacent to the _____ Parkway for the development of a utility-scale PV solar

farm; the initial term shall be 25 years; Developer shall provide the land, which Developer values at approximately \$10,000,000 for the life of the lease at a nominal rate of \$1.00 per year; [SOLAR ENERGY DEVELOPER] shall use its best efforts to use a minimum of 50% resident labor force; a viewing platform and kiosk is planned at the solar field site, promoting public education about the role of solar energy in their community.

Section __: Thriving Main Street and Business

- A. **Brownfield Redevelopment.** As the location of the former [SITE], the Project Site is heavily contaminated by oil and hazardous materials requiring extensive environmental remediation. In addition, the structures are obsolete and burdened with contaminated materials, leaving a large parcel critical to the City's economic and waterfront development blighted and under-utilized. As part of the Project, Developer shall remediate the existing environmental contamination adversely affecting the Project Site in accordance with [CERCLA, RCRA]. Developer shall also diligently decommission and demolish those existing Project Site structures and buildings that will not be used for the Project. Developer's environmental consultant has estimated the costs for the foregoing work to be approximately Fifty Million Dollars (\$50,000,000).
- B. **Business-Assistance Program.** Developer will create a one-stop business assistance shop for small and disadvantaged business enterprises. This includes:
- a. Streamline certification process for small and disadvantaged businesses.
 - b. Build a toolkit for contractors, local and disadvantaged businesses to help achieve goals of community benefits policy.
 - c. Provide technical assistance, mentoring, and networking opportunities for local and disadvantaged businesses to help them grow into successful businesses.
 - d. Align business and workforce resources to support minority and female-owned businesses and organizations, such as access to capital and bonding assistance.
 - e. Promote and support socially responsible bidders, businesses, and/or organizations contracting with the [COUNTY]. Create stamp of approval for socially responsible [COUNTY] businesses, provide marketing support to them, and create an online directory for consumers.
 - f. Work with organizations in community to connect socially responsible business to carbon foot printing, buy-local, and live-near-your-work programs.

- C. **Buy-Local Program.** Ensure that construction and non-construction employers receiving grants or contracts from the [COUNTY] with a total value of \$500,000 or more participate in a buy-local program modeled after [COUNTY]’s existing program.
- D. **Funding for Community Development Corporation.** Developer will establish a [\$5,000,000] Fund for the benefit of communities in [COUNTY]. The Fund will provide grant funding to support the charitable mission of the [ORGANIZATION], a 501(c)(3) economic and community development organization operating for the benefit of [COUNTY] residents including the marketing of the [COUNTY] region, workforce development, business retention, and entrepreneurial support. Developer and will administer the Fund on a collaborative basis, and funds will be disbursed through a grant process that requires applicants to demonstrate the availability of matching funds. Applications for projects to help low-income citizens of [COUNTY] will be given a priority.
- E. **Local Business Prioritization.** Developer will create a Local Procurement Plan to include:
- a. identification of goods and services procured for the project;
 - b. targeted outreach and capacity building funding for local businesses and Minority and Women Owned Businesses to provide goods and services to the Developer; and
 - c. annual reporting to assess progress toward meeting minimums and targets identified on the Plan.
- F. **Low Interest Loan Program for Minority and Women Owned Businesses.** Developer shall, in coordination with various governmental, private and community organizations, assist to identify and/or develop a low interest working capital revolving loan program to assist minority and women business enterprises seeking to perform work on the project, and in low-income communities.
- G. **Low Interest Loan Program for Businesses Entering into Environmental Justice Neighborhood.** Developer shall, in coordination with various governmental, private and community organizations, assist to identify and/or develop a low interest working capital revolving loan program to assist small business enterprises seeking to open a business in an identified Environmental Justice Neighborhood.
- H. **Volunteering for Small Business.** The Developer supports local entrepreneurs and desires to support a vibrant entrepreneurship culture in the Region, particularly for racial and socio-economic groups that are underrepresented in the entrepreneurship community. To further that support, the Developer will work with the [CITY] and assign one or more front office executives within the Developer and/or affiliated organizations to periodically (e.g., quarterly) volunteer with local small business and

entrepreneurship organizations and/or mentor local small businesses with an identified need.

Section __: Recreational Tourism

- A. **Water Access Plan.** Developer will contribute up to \$75,000 to the City to fund a process to amend the [_____ Plan] as needed to reach public access goals and ensure continuity and comprehensive planning along City's waterfront.
- B. **Recreational Amenities.** Developer will contribute a total of \$75,000 per year for 10 years to the City to support the construction and maintenance of city recreational amenities.

Section __: Good Jobs for Residents

- A. **Create Healthy, Safe, and Secure Conditions.** To fulfill the OSHA guarantee, workers must be engaged in the design and execution of all safety and health, workplace violence, and anti-harassment programs. These programs and the worker-led, employer-engaged health and safety committees that manage them, should include a comprehensive analysis and a management plan for all risks. They should also address how a strong safety culture will be built and maintained, how open communication about safety and health and lessons learned will be encouraged, how workers will be protected from harassment and discrimination, how retention rates will be measured, and how all worker and workplace concerns will be addressed.
- B. **First-Source Local Hiring.** The purpose of this First Source Hiring Policy is to facilitate the employment of targeted job applicants to the Development. It is the goal of this agreement that this policy benefit employers by providing a non-exclusive referral system. The First Source Hiring Policy shall apply to hiring by Commercial Tenants and Contractors for all on-site jobs, except for jobs for which the hiring procedures are governed by a bona fide collective bargaining agreement... Targeted Jobs Applicants should include the following three categories: first priority (individuals whose residence or place of employment has been displaced by the Development; second priority (low-income individuals living within one mile of the site; third priority (low-income individuals living in census tracts throughout the City for which household income is no greater than 80% of the median household income for the [COUNTY]).
- C. **Local Contracting in Project Construction.** During construction, Developer shall make all diligent efforts to ensure 25% of its employees are individuals from the Targeted Project Area and shall award 25% of funds spent on employees performing construction of the project to Minority and Women Owned Businesses located in the

- [COMMUNITY]. Developer will make this requirement part of any contract or agreement with any third party.
- D. **Local Action Hiring Plan.** Developer will draft a local hiring plan that outlines how it will achieve the level of local hiring set forth in other sections. Developer will present the Local Action Hiring Plan to the Community Advisory Board at least 6 months before construction of the Project commences. Community Advisory Board must raise any objections or questions at least 4 months before construction of the Project. If there are any objections or questions, Developer must make modifications to the Plan at least 2 months before construction of the Project.
- E. **Local Hiring with Priority Targeted Applicant Areas.** Developer shall employ at least 51% of its employees from the Targeted Job Applicants. Each Employer shall make this requirement part of any contract or agreement with any third party that will operate business at the project.
- a. First Priority: Residents of the following geographic areas: all of [COMMUNITY] Community board 7, 5, and 8 who are underemployed, unemployed, or individuals from the Targeted Population.
 - b. Second Priority: Residents of the following geographic areas: [COMMUNITY] Community Board 6 who are underemployed, unemployed, or individuals from the Targeted Population.
 - c. Third Priority: All other residents of the [COMMUNITY].
- F. **Local Hiring Process.** During major new-hire periods, Developer will work with [LOCAL NONPROFIT] to host a job fair; for three weeks, only applicants referred to Developer from [LOCAL NONPROFIT] will be considered for open positions. Developer will make every effort to hire workers through this referral. For ongoing hiring, Developer gives [LOCAL NONPROFIT] applicants a 3-day lead time period. During that time, Developer only considers applicants referred through [LOCAL NONPROFIT] and makes every effort to hire them. After 3 days, any applicant may be considered.
- G. **Local Hiring Reporting and Transparency.** For both construction and non-construction job, Developer shall prepare monthly reports detailing: the number of hires for employment relating to the Project during the month; what percentage of hires were City residents; a description of project jobs filled by City residents and others; the amount of total monthly wages for both Hires and City Resident Hires; and compliance with local hiring outcomes. Developer shall also describe the measures taken to implement local hiring at such level of detail such that compliance can be ascertained and assured. Reports shall begin once construction begins. City staff will assist Developer by preparing forms to be completed for this purpose.
- H. **Project Labor and/or Community Workforce Agreements.** The Developer will negotiate a Project Labor Agreement or Community Workforce Agreement with the

appropriate entities, and all conditions will be accepted within this Community Benefit Agreement. Project Labor Agreement should promote equity construction and use of a skilled, local, and diverse workforce and targeted hiring. All contractors are eligible to work on covered projects, so long as they agree to abide by the requirements of the PLA and targeted hiring policy. The PLA and hiring policy should include the following:

- a. A commitment to PLA prevailing wages to all workers.
 - b. Project-wide requirements that 40% of all worker hours be performed by workers residing in [COUNTY]; and that 20% of all hours be performed by disadvantaged workers.
 - c. Project-wide requirements that at least 20% of all work hours be completed by registered apprentices; and that half of the apprentice hours be performed by disadvantaged workers or graduates of any pre-apprenticeship training program recognized by the [STATE] Apprenticeship Council and designated by the [COUNTY] as serving primarily targeted populations and residents of low-income areas.
 - d. Commitments by building trades unions:
 - i. to promptly resolve jurisdictional disputes;
 - ii. to refrain from strikes or other work stoppages;
 - iii. to refer targeted workers on a priority basis, when contractors need such workers in order to comply with local hire requirements; and
 - iv. to coordinate with apprenticeship programs to help contractors satisfy requirements for use of targeted new apprentices.
 - e. Requirements that developers, contractors, and subcontractors take specified steps to comply with various elements of the Construction Careers Program. Certified payroll reports will identify disadvantaged workers and document disadvantaged worker hours. Contractors who meet the numerical hiring requirements are automatically in compliance. Contractors and subs who do not meet the hiring requirement must document their effort to do so, including: written reports to hiring halls to refer local workers and documenting why those workers were not hired (if pertinent).
- I. **Responsible Contracting.** Responsible contractor status is a best practice and industry standard for construction. All construction contractors and subcontractors on [COUNTY]-owned projects are not covered by a Project Labor Agreement must document they are responsible contracts, with regard to expertise, quality of training, and conditions of employment. Contractors must show that:
- a. Workers are classified as employees and not misclassified as independent contractors;

- b. Workers are paid prevailing wages and the contractor has had no prevailing wage or wage/hour violations for the past 3 years;
 - c. Workers receive 10-hour OSHA safety training; supervisory workers receive 30-hour safety training;
 - d. The contractor agrees to participate in a targeted hiring program and submits a written plan for how compliance will be ensured, which may include contractor sponsorship of grades from any pre-apprenticeship program registered with the [STATE] Apprenticeship Council as a mechanism for ensuring compliance;
 - e. [COUNTY] will establish the document requirements and process, and maintain the list of contractors deemed responsible.
- J. **Re-Entry Programs.** Provide stabilizing jobs for [200] formally incarcerated people by the year [20__], creating a re-entry hiring program, and eliminating discrimination for hiring based on criminal record.

Section __: Good Benefits for Workers

- A. **Avoid Worker Misclassification.** The Fair Labor Standards Act (FLSA) provides minimum wage and overtime pay protections to nearly all workers in the U.S. Some employers incorrectly treat workers who are employees under this federal law as independent contractors. The Internal Revenue Service uses three criteria to determine if employees are being misclassified: behavioral control; financial control; and relationship of the parties. Employers must pay social security, Medicare, and unemployment (FUTA) taxes and withhold their employees' income tax, social security, and Medicare taxes. Independent contractors are responsible for their own taxes.
- B. **Job Sustainability.** At least 20% of the total employees employed by the Developer during the first [2] years of operation shall work Full Time and at least 40% of the total employees shall work Full Time during all other years of operation of the project.
- C. **Living Wage Provision.** Developer shall pay employees a wage of no less than [\$20.00 per hour if the Health Benefits Rate is paid, or no less than \$22.00 per hour if the Health Benefits Rate is not paid]. This can be superseded by a valid collective bargaining agreement.
- D. **Sick and Vacation Time.** Developer shall provide each employee a minimum of [10] compensation days off per year for sick leave, vacation, or personal necessity leave. This can be superseded by a valid collective bargaining agreement.
- E. **Union Card Check.** Developer will recognize union intention or willingness through card check, as opposed to requiring union elections.

Section __: Workforce Development and Vocational Programs

- A. **Job Training Program in Partnership with Local Organization.** Beginning within six months after the effective date of this agreement, and continuing through [20__], Developer shall provide annual funding of [\$150,000] for job training, which could also include Pre-Apprenticeship Programs or other support services. The need to continue a job training program will be evaluated prior to the end of year [20__] to determine if adjustments are needed.
- B. **Workforce Resource Center.** The Coalition 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 [COUNTY] residents to employers connected with the development, and to other employers and jobs as appropriate. The resource center will include a Coalition of schools, training centers, community organizations, and private industry.
- C. **Apprenticeship Programs – Hiring from apprenticeship programs.** Provide funding for at least 25% of contractors and subcontractors to provide U.S. Department of Labor certified apprenticeship-readiness programs.
- D. **Apprenticeship Programs – Funding apprenticeship programs.** Developer will support pre-apprenticeship training programs to strengthen the workforce pipeline into construction trades for disadvantaged workers. Developer will provide [\$X] toward pre-apprenticeship training programs to strengthen the workforce pipeline into construction trades for disadvantaged workers. This includes:
- a. Support related outreach and recruitment of targeted populations and the provision of soft skills.
 - b. Fund pre-apprentice students for stipends, bus passes, books, and supplies for pre-apprentices during in-school training periods.
 - c. Provide matching dollars to employers for pre-apprentice students and graduates to gain paid on-the-job work experience.
 - d. Support work to identify disadvantaged workers; refer good candidates to pre-apprentice programs; help pre-apprentice students and graduates identify union apprenticeship and job opportunities; and help pre-apprentices secure related work experience.
- E. **Career Growth Tracking.** Developer will acquire a monitoring and compliance software system for long-term tracking of race, gender, and residency status of employees to identify methods to track long-term career progress of disadvantaged residents and businesses, particularly the progress of disadvantaged workers in the trades.

- F. **Workforce Projection Reports.** Developer will develop and release a report which provides projections of workforce needs going forward, particularly for skill development purposes.

Section __: Strong and Equitable K-12 Education

- A. **Education Funding.** Developer will continue community education efforts designed to inform the public about its various activities, such as, collaborating with the Public Schools' Community Education Program. This education shall include prospective career opportunities arising out of its various programs.
- B. **Education Funding via Competitive Grant Program.** Developer shall provide to the City [\$6,000,000] over the first seven years of annual payments to fund community programs and non-profits focused on communities, youth and youth sports programs, which may include but are not limited to:
- a. Summer camp programs, collaboratively with the School District and the Education Fund, to make structured, academically-focused, out-of-school-time programs available so that neighborhood youth might be better prepared to eventually secure meaningful employment.
 - b. Implementation of policies to eliminate health disparities and work towards health equity through a collaborative approach by addressing the social determinants of health and integrating health into the decision making process across all departments of the City.
 - c. Implementation of policies to support:
 - i. coordination and delivery of support services for school sites;
 - ii. career academies;
 - iii. implementation of Restorative Justice practices and programs;
 - iv. health and wellness education;
 - v. science, technology, arts, engineering and mathematics and applied learning partnerships;
 - vi. student and parent engagement and education in academic and career pathways (culturally relevant and linguistically appropriate);
 - vii. environmental and health applied learning partnerships.
- C. **Funding for Digital, Athletic, and Enrichment Programs.** Developer will contribute the following amounts to support [COUNTY]'s educational goals: (A) [\$50,000 per year for 15] years to support Schools District's digital initiative, and (B) [\$25,000 per year for 15 years] to support Schools District's athletic and enrichment programs.
- D. **Scholarship Program.** Developer will fund [\$35,000,000]. This program will provide scholarship money for any resident when they graduate high school to

continue their education. This program will be modeled on the Kalamazoo or the El Dorado Promise which provide a similar service to young people in those communities. The [COUNTY] Promise will guarantee the ability of [COUNTY] residents to pursue higher education and secure meaningful employment, including pursuing careers in research and development, engineering, and renewable energy fields. This program will be limited to students who live in [COUNTY] and graduate from a public high school in the [COUNTY] district. The program will be administered through a private 501(c)(3) non-profit or foundation formed or selected by the [COUNTY] and Developer. Developer shall work with the City and partnering Coalition members and use its best efforts to raise additional funds to benefit this program.

- E. **Youth Internship Program.** Developer will establish an internship program for local youth. This program would provide, to the extent permitted by law, paid internships for 4 college and 2 high school interns per year to participate in 12-week internships focusing on skills and industries related to Developer's operations (power generation, alternative energy development, etc.).

Section __: Early Childhood Development

- A. **Childcare Facility.** Developer will reserve no less than 4,000 sq. ft. within or in close proximity of the Project for a childcare location. Developer and [COUNTY] will identify a party to provide such services and a business plan will be developed for the childcare location with [CHILDHOOD DEVELOPMENT NONPROFIT], which includes tuition (including an income-based sliding scale), operating practices, curriculum, and other relevant matters.

Section __: Opportunities and Activities for Families

- A. **Community Events.** Developer shall pay the City \$[10,000] each year to defray a portion of the costs for the annual Independence Day fireworks, or for other recreational or related purposes.
- B. **Community Space.** Developer will develop and build-out, in conjunction with community partners, a Community Space and provide, or hire Contractors to provide services in connection with such development, including conducting environmental studies, designing, and engineering, purchasing equipment for the Community Space, making improvements to the Community Space, including capital or expense expenditures inside the project and vicinity.

Section __: Collaboration and Planning/Capacity Building for the Future

- A. **Community Education.** Developer will provide to the City up to \$[28,000] per year for [two] years during demolition and construction to assist with communication and distribution of information related to the project through the City's Building initiative.
- B. **Future Planning.** The City and Developer shall secure funding for the development of a strategic planning document. The Plan shall be developed with extensive community input, including the use of focus groups. A planning professional will facilitate the development of the Plan through a request for proposals, subject to the approval of the Coalition. The Plan will include: land use; community facilities and services; parks and recreation; open green spaces; capital improvements; conservation of housing; sociological and environmental impacts; urban design; educational facilities; commercial development; traffic and transportation; infrastructure; arts and culture; improvements of physical elements and geographic attributes of the community; historic preservation; vacant property review; and economic development.
- C. **Working Together on Future Activities.** The Parties acknowledge that they will use their commercially reasonable business efforts to create a plan which will allow for the creation of a waterfront biking and hiking trail and community gathering space. The plan will include a timeline for activities such as seeking funding for all required activities, purchasing or leasing properties for activities within the plan, having joint meetings with appropriate business developers and elected officials, letters of support for grant funding.

Section __: Public Art

- A. **Living History Project.** A portion of the Benefits Fund may be used to support a new initiative which would document the history of [COMMUNITY]. The Living History Project will be researched and developed by long-term members of the Local Community. This project would strive to preserve the legacies, traditions, and history of the people in [COMMUNITY], while introducing the emerging melting-pot community. This includes ongoing engagement of the community; including and elevating marginalized voices in the community, including the history of those who have been displaced from the region.
- B. **Public Art Funding.** Developer will work with the City to support and fund public art initiatives on the [WATERFRONT AND THE PROJECT SITE] and will contribute \$[40,000] a year toward that effort for a period of [three] years.
- C. **Resident Artist Program.** Fund a team of [COMMUNITY] residents or legacy resident artists, architects, and designers to create murals, signage, displays, and marketing materials that celebrate [COMMUNITY]'s Black history and future.

Section __: Emergency Safety and Response

- A. **Emergency Notifications.** In the event of an emergency which requires the Developer to notify the [STATE] Department of Environmental Protection, the [STATE] Department of Health, the [COUNTY] Department of Health, or any federal, [COUNTY], or local emergency service or agency, the Developer will immediately thereafter notify the [TOWN] Supervisor of the circumstances and events requiring the initial reporting to the previously referenced entities. All written reports and documents regarding such notifications will be made available to the [TOWN] Board, along with any responses or further written directions received from the entities to which the Developer initially reported.
- B. **General Funding for Emergency Responders.** Developer shall pay to [COUNTY], on an annual basis, a payment to the [COUNTY]'s General Fund ("General Fund Payment") equaling [Twenty Five Thousand Dollars and no cents (\$25,000.00)] per year for [twenty] years. If the project is constructed with a [SOMETHING MORE DANGEROUS], the annual payment shall increase to [Thirty Thousand Dollar and no cents (\$30,000)]. The General Fund Payment shall be used by [COUNTY] to offset any and all impacts to [COUNTY] services including, but not limited to, public safety services provided by the [COUNTY] Sheriff and [COUNTY] Fire Department.
- C. **Training for First Responders.** Developer will create a first responder stakeholder report to identify all potential first responders that would report to the facility in case of emergency, along with a jurisdictional analysis, including but not limited to EMS, fire, and police within the city, [COUNTY], and [STATE]. Developer will provide no-cost training on an ongoing basis to all identified first responders on facility-specific emergency response protocols, needs, and processes.

Section __: Access to Healthy Food

- A. **Community Gardens.** Developer shall provide Coalition exclusive use of the portion of Developer-owned land located at [123 X St.] for the purpose of a Community Garden. Developer shall provide the Coalition free use of space in a park building for meeting and educational purposes related to community gardening. Developer will pay electric bills associated with use of utilities by Coalition for the purpose of community gardening. Coalition shall assign 25% of gardening plots for primary use by the Senior Center Gardeners. Developer shall provide \$[X] in funding to a 501(c)(3) for educational programming around gardening and healthy food preparation.
- B. **Grocery Store Establishment.** Developer will commit up to \$[1,000,000] in needed financial assistance for the development of a grocery store. The grocery store shall use

the Workforce Development Center, or similar site, to secure referrals of applicants; shall provide a range of healthful and affordable food and a full-service pharmacy; and be a minimum 25,000 square feet.

- C. **Grocery Store Leasing.** Developer shall use commercially reasonable business efforts to cause the leasing of a Grocery Store Space within the project intended for the purpose of a grocery store to either [NAMED GROCERY STORE OPERATORS], or to other operators identified by Coalition. Grocery store space is between [25,000 and 50,000] square feet, high-end grocery store chain whose employees in other locations are unionized.
- D. **Locally Sourced Food.** Developer shall make best efforts to contract with Local Businesses for the supply of healthy foods and to discourage the sale of sugary drinks, deep fat fried and highly processed food at the Project. Developer will provide programming for local athletes, their guests, and families to understand healthy eating, and provide a nutrition information booth in the food court.

Section __: Public Healthcare and Services

- A. **Asthma Program.** Developer will fund established in-home, community-based asthma prevention program(s), in light of local air quality and to improve public health and safety, which may include partnerships with [COLLEGE] and other medical providers.
- B. **Creation and Funding of Community Health Center.** Establishment (including planning and building) of an ongoing delivery of health care services by Community Health Centers, that focus on providing direct primary health care services to the residually uninsured populations in [COMMUNITY], and to support the wellness of [COMMUNITY] residents whose health may be affected by local environmental conditions, including air quality from local industrial emissions.
- C. **Health Outreach Coordinator.** Developer shall make an annual investment of \$[140,000] before July 1 of each year, for a minimum of [FIVE] years, to fund two new City positions: an asthma outreach coordinator and an uninsured children's outreach coordinator. City shall have sole authority for the selection of the individuals to fill these positions. Such individuals shall coordinate with representatives of [HOSPITAL] to identify and serve children residing in the City who either suffer from asthma or asthma-related conditions or are not covered by health insurance.
- D. **Health Impact Assessment and Mitigation Requirement.** Developer shall be required to complete a health impact assessment to determine potential effects of the Project on the health of the population and the distribution of those efforts within the population. In addition to public health impacts, including heart, respiratory, and cancer impacts, the assessment should include transportation access and pedestrian environment, air quality, food access, and affordable housing when appropriate. Any negative impact of a project

must have a mitigation plan detailing steps the Developer will take to ensure the strongest mitigation measures possible. The Advisory Committee will approve the assessment with the help of independent advisors.

- E. **Maternal Health Program.** Developer will fund \$[X] to established in-home, community-based maternal and reproductive health prevention program(s), in light of local maternal health disparities and to improve public health and safety, which may include partnerships with [COLLEGE] and other medical providers.
- F. **Mental Health Services.** Developer will fund \$[X] to established in-home, community-based mental health program(s), which may include partnerships with [COLLEGE] and other medical providers.

Section __: Low Noise, Light, and Smell Pollution

- A. **Diesel Fuel Emissions.** During and after the construction, the Developer commits themselves to enforcement of all ordinances, regulations, and laws controlling diesel fuel emissions to minimize the impact of such emissions on City residents in general, and nearby residents in particular.
- B. **Dust Prevention.** Developer shall ensure that the following dust mitigation measures are taken for all on-site construction:
 - 1. wheel washes for all trucks exiting the site;
 - 2. covering of all trucks transporting soil to or from the site;
 - 3. all stockpiles of soil will be covered; and
 - 4. runoff protections will be provided, either through use of berms and sumps to hold runoff water, through use of grading, or through implementation of other BMPs.

Developer shall fund a dust mitigation plan and update yearly for the first [five] years of operations to ensure that dust is mitigated appropriately. The plan updates must include interviews or surveys will residents living within one mile of the project.

- C. **Lighting Provisions.** Developer shall include a Lighting Plan, including security lightning needs; exterior equipment; lighting areas needs and proposed lighting; lighting designed to provide safe working conditions; explanation of how all exterior lighting shall avoid off-site lighting effects; using task lighting only as needed; designing and using task lighting that is capable of being activated or shut-off by auto-shut off; requiring full cutoff fixtures, with no drop-down optical elements for exterior security lighting. Developer shall update its lighting plan on a yearly plan for the first [FIVE] years of operations to ensure that lighting plan is updated to ensure no neighbors are unduly burdened by light from the Project site. The plan updates must include interviews or surveys will residents living within one mile of the project.

- D. **Truck Idling.** Developer shall ensure that trucks on or near the Site for the purposes of construction with the project comply with state and federal laws for heavy-duty diesel idling control measure regarding truck idling. If state or federal laws are exceeded as evidenced and reported by [SPECIFIC METRICS], Developer will pay \$[1,000] per day in which violations occur.
- E. **House repairs.** Developer agrees to [replace roofs, install windows, install insulation] to mitigate the effects of the Project on homeowners in the [SPECIFIC AREA]. Developer will work individually with each homeowner to address the repair needs, schedule contractors, and complete the work.

Section __: Affordable Housing

- A. **Cooperative Development with Housing Nonprofits.** In addition to development of affordable housing on-site or off-site, Developer shall work cooperatively with community-based organizations in an effort to provide additional affordable housing units. The goal of this program is to identify affordable housing infill development opportunities within a 1.5-mile radius of [X AND X STREETS/AREA] and to affiliate with well-established non-profit affordable housing development corporations in the area. As “seed money” for affordable housing development, within [2] years after receiving final entitlement approvals for the Project, Developer will provide interest-free loans in the aggregate amount not to exceed \$[650,000] to [one] or more non-profit housing developers that are active in the [X] area and are identified in the Section [X], below, or are mutually agreed upon by the Developer and the Coalition. Repayment of principal repayment shall be due in full within [three (3)] years from the date the loan is made.
- B. **Development of Affordable Housing.** Developer voluntarily agrees that a minimum of [12]% of the residential units within the development shall be set aside for households earning 60% of the [AMI/MHI] (whichever metric is applicable to financing tool) or less. Developer acknowledges the existing shortage of 3-bedroom units, and Developer will ensure at least [20]% of the Affordable Housing Units will be 3-bedroom units... Developer further voluntarily agrees that an additional [4]% of the residential units within the development shall be set aside for households earning between [61% and 80%], and an additional [4]% of the residential units within the development shall be set aside for households earning between [81% and 120]%.
- C. **Funding for Affordable Housing.** Developer shall contribute \$[1,500,000] toward the construction of an affordable housing project that is mutually selected by the Developer and Coalition. The project must be within the Neighboring Communities, include both for-rent and for-sale affordable housing elements, include affordable housing designated

for seniors, and result in the completion of new affordable housing units at the [earliest feasible date][by x date].

- D. **Legal Assistance with Housing.** Developer will 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 [X] area.
- E. **Property Value Protection Program.** [COUNTY] acknowledges that siting the Project may reduce property values in the vicinity because of factors beyond the control of the [COUNTY], [TOWN] or property owners. To mitigate any potential impacts on property values, Developer agrees by means of a Property Value Protection Program as set forth on [Appendix D] to provide compensation to property owners. The purpose of all the provisions of this program is to compensate the owners of identified properties at the time of the sale of their property in the event of monetary loss as a result of the Developer's siting of the Project.
- F. **Workforce Housing.** Developer will contribute a total of \$[75,000] per year for [10] years to the City to support workforce housing and fund the construction and maintenance of city recreational amenities.

Section __: Safe Housing and Weatherization

- A. **Moving Allowances.** Developer will pay the following expenses to owners or renters who need to move:
 - 1. miscellaneous expenses;
 - 2. moving allowance;
 - 3. rent distribution allowance;
 - 4. professional service allowance;
 - 5. clear site bonus;
 - 6. equity advance.

Section __: Renewable Energy for Housing

- A. **Solar Panel and Heat Pump Installation.** Developer will install and use geothermal heating and cooling for use at the Project site and will install solar panels sufficient to offset electricity needs for the Project.

Section __: Road and Sidewalk Safety

- A. **Adopt-A-Highway.** The owner of the Developer shall enroll in the "Adopt a Highway" program for [X] road.

- B. **Road Repair.** Developer will fund \$[75,000] per year for [ten] years to a fund that will be applied toward pavement management and roadway repair on and around surrounding roadways.
- C. **Sidewalk Repair.** Developer will fund and construct an improved sidewalk along [X] Street for the length of the Project site.
- D. **Traffic Calming Measures.** Developer will work with the City and others involved in local development to support and fund traffic calming measures.
- E. **Traffic Improvements.** No later than [DATE], Developer shall complete at its sole expense installation of [TWELVE] traffic-actuated signals at the intersections of [INTERSECTIONS] and the following streets [STREETS], and shall be completed in a manner reasonably acceptable to the City Traffic and Parking Department and the City Engineer.
- F. **Truck Route Planning.** The Developer agrees to meet with representatives of the surrounding towns on at least a semi-annual basis in order to address any issues with current truck routes to the Project.
- G. **Truck Traffic.** The Developer shall require that all commercial trucks that will access the Site, during construction or at any other time, shall when within a two-block radius of the Site, refrain from using residential streets. If, despite this requirement, commercial trucks are using residential streets within two city blocks of the Site, the Developer shall pay for, and the City shall install, physical barriers or other deterrents, such as visible traffic signs, to prevent or discourage commercial truck traffic on residential streets within two city blocks of the Project. If traffic signs installed are ineffective in deterring commercial truck traffic on such residential streets, the Developer shall pay for, and the City shall install, physical barriers preventing commercial truck traffic on such residential streets.

Section __: Biking and Hiking Trails

- A. **Creating New Hiking Trails.** Developer will design and construct new segment(s) of the [NAME] Trail to close gaps along the trail and to improve the feasibility of travel by other modes other than automobiles for local residents and thereby improve the wellness of local residents and reduce greenhouse gas emissions.

Section __: Alternative Transportation and Electric Vehicles

- A. **Alternative Transportation Development.** Developer will fund \$[2,750,000] for programs that directly or indirectly encourage alternative transportation and access to public transportation, including alternative fuel sources.
- B. **Electric Vehicles.** Developer will fund \$[15,000,000] for the purpose of expanding the numbers of electric vehicles in the community. This includes rebates to lower the cost of

workplace, multi-unit dwelling, and other public vehicle charging installations, and the consumer rebates for the purchase of qualifying EVs.

- C. **Charging stations.** Developer will fund \$[10,000,000] toward creating [27] charging infrastructure networks for EVs.
- D. **Encouraging Alternative Transportation.** Developer will incentivize public transportation and other alternatives to car travel, such as:
 1. Free or discounted parking for electric vehicles;
 2. other incentives to encourage other environmentally friendly methods of transportation; and
 3. onsite bike racks and changing rooms.

Section __: Transparency Between Developer and Community

- A. **Access to Information.** Developer will provide free and convenient public access to all public documents relevant to the Project at the nearby public library. The level of and type of information and communications must be easily understood by residents.
- B. **Community Profile.** Developer shall create a detailed profile of the impacted community—including their social, economic, and cultural characteristics. Examples of economic and cultural mapping include identifying local infrastructure; houses of worship; organizations representing residents, businesses, environmental justice, and underserved communities; Tribes; emergency responders; local economic development boards; community foundations and United Ways; national and state civil rights and fair housing organizations with local affiliates; community and technical colleges; first responders; and other community-based organizations. Accounts of environmental justice concerns and historical accounts of significant community incidents can be useful resources. Consider the core values of the identified stakeholders and the existing impacts on local health including areas impacted by air, water, and land pollution.
- C. **Impact Analysis.** Assess the potential effects of the project on the community. Evaluate the potential positive and negative impacts across various dimensions, such as social, economic, cultural, and environmental factors. This analysis should transparently identify potential cumulative benefits, risks, mitigating measures, and safety plans.
- D. **Public Complaint Process.** Developer shall establish a public complaint process, and shall maintain written records of complaints, investigations, and responsive actions taken, all of which shall be made available to Coalition upon request.
- E. **Stakeholder Mapping.** Developer shall identify and categorize the various individuals, groups, and organizations that have an interest or stake in the project or are affected by it. Stakeholders can include residents, local businesses, community leaders, houses of

worship, nonprofits, government agencies, utilities and Common Choice Aggregators, and other relevant entities.

- F. **Translating Documents.** Developer will translate key documents related to the construction of the power plant into Spanish in order to reach the widest group of stakeholders.

ARTICLE 4

Section __: Conflict Resolution

- A. The Parties agree that decisions about the Plan must be approved by the Parties, in the manner set forth in this CBA.
- 1) All decisions regarding components of the Plan require a majority consensus amongst the Parties members.
 - 2) If there is any disagreement between the Parties resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the Parties shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation with the Neighborhood's and Residents' best interests in mind.
 - 3) If a majority consensus is not reached to lead development of the Plan, the Parties shall submit the question to an arbitrator.
- B. In case of irreconcilable conflict between the Parties resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the issue shall be referred to a neutral arbitrator to make a determination on the matter at issue.
- 1) Referral to Arbitrator. Either Party may request that an arbitrator make a finding on any issue for which a Special Arbitrator is referenced in this Agreement.
 - 2) Arbitration Procedures. Arbitration shall be conducted in [CITY, [STATE]] under the rules of the American Arbitration Association.
 - 3) In arbitration proceedings initiated under this Section, the arbitrator shall have the power only to make a finding on an issue referred under this Section, and shall not have the power to order any relief.
 - 4) The Developer shall pay the costs of the arbitrator. Each Party shall bear its own fees and other costs.

Section __: Enforcement

A. Enforcement Steps.

1. **Default:** Failure of any party to perform or comply with any term of provision of this agreement, if not cured, shall constitute default under this agreement.

2. **[Sixty]-Day Right to Cure:** If either party believes that the other party is in default of this Agreement, it shall [provide notice] [an offer to meet and confer in a good-faith effort to resolve the issue and]... [provide [60] days to cure the alleged default, commencing at the time of the notice]. The notice shall specify the nature of the alleged default and the manner in which the alleged default can be cured.

3. **Implementation Meetings and Mediation:** Before or during the [60]-day right-to-cure period, the parties may attempt to resolve any alleged default at any regularly scheduled implementation meetings, or in mediation requested by either party.

4. **Remedies:** In the event that another party is allegedly in default under this Agreement, then the party alleging default may choose to pursue remedies listed below. Such remedies can only be pursued after the [60]-day right-to-cure period, except where the alleged default may result in irreparable injury.

a. **Remedy 1: Binding Arbitration.** A Party may pursue binding arbitration to enforce any term of this Agreement that has been breached. A Party may seek arbitration relief ordering, and the arbitrator shall have the power to order, affirmative equitable injunctive relief, temporary or permanent, requiring the defaulting party to comply with the Agreement.

b. **Remedy 2: Relief in Case of Irreparable Injury.** The Party shall be entitled to institute legal proceedings to enforce the specific performance of this Agreement by that other Party.

c. **Remedy 3: Attorney's Fees.** If a party takes court action against a defaulting party, then that party shall be entitled to attorney's fees and attribution costs from the defaulting party.

Section __: Termination

Termination. Unless unilaterally terminated, this Agreement shall continue in full force and effect until all the following conditions are satisfied:

1. All conditions required as part of this Agreement have been fully and completely satisfied.
2. The permanent cessation of all Developer operations;
3. The completion of all closure and final reclamation required by any operating permit or federal or [STATE] environmental laws and regulations;
4. The release of all Developer performance bonds required;
5. The water quality of all discharges from Developer Operations has returned to Baseline Water Quality.

Developer may unilaterally terminate this Agreement by Notice to Advisory Board if the Coalition files any administrative appeal or the commencement of litigation challenging the validity of the Operating Permit. Developer shall complete all projects, studies, programs, audits, reports, or other performance obligations commenced prior to Coalition commencement of litigation triggering the suspension period. Developer shall use best efforts to resolve all issues raised in such litigation, including good faith negotiations in the relevant Advisory Committee and mediation with Coalition and the relevant agencies using a mediator selected by Coalition.

ARTICLE 5

Section __: General Terms

- A. **Recitals True and Correct.** The Parties agree that 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. **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 the 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 the Party, with respect to rights and/or responsibilities relevant to this Agreement, to the extent permitted by law.
- D. **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 [COUNTY] 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.

- E. **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.
- F. **Terms of Agreement.** The Agreement shall be operative from the date of its approval by the parties for the period ending in [YEARS (number of YEARS)] after the first anniversary of the opening of the Project; provided, however, that in any event this Agreement shall expire not later than [DATE]. 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.
- G. **Applicable Law.** The terms of this Agreement shall be construed under [STATE] law.
- H. **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 foregoing 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 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 Claims shall be substantially consistent in their material respects with the principles contained herein and in the [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 PLANNING COMMISSION AND/OR ZONING BOARD] on any future proposed development or redevelopment of the [PROJECT AREA] 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 #] below.
 - (8) Nothing contained herein shall preclude any person from exercising existing legal rights to enforce (or request the enforcement of) the provisions of [APPLICABLE STATUTE].
- I. **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.
 - J. **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 Developer or any of their respective affiliates, and the [STATE] related to the [Project Site, Development Agreement, any other agreements]. 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 Project Agreements. The intent

of this paragraph is not to alter any rights previously created between the Parties pursuant to this Agreement.

- K. **Right to Public Comments.** Coalition and each Member Organization retain the right to make public comments regarding project approvals suggesting changes in aspects of the document and approval terms being considered, so long as such comments are consistent with the letter and spirit of the provisions of this agreement. Coalition agrees that before making such public comments, they shall use its best efforts to address the issues in question with Developer at Implementation Committee meeting. CAC will create a process for managing dissention, conflicting opinions internally and managing public comments.
- L. **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 the 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 the Party, with respect to rights and/or responsibilities relevant to this Agreement, to the extent permitted by law.

[REMAINDER OF PAGE PURPOSEFULLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

Signatures

IN WITNESS WHEREOF, the Parties have executed this Community Benefits Agreement as of the date first written above.

THE [COUNTY] OF _____,

a [STATE] municipal corporation

By: _____

Name:

Title:

Approved as to Form:

Name:

Title: ([COUNTY] Attorney)

Approved as to Content:

Name:

Title: (Deputy [COUNTY] Executive)