



City of Chester
Deliberative Meeting Agenda
City Council

One 4th Street
Chester, PA 19013

Monday, March 25, 2024

2:00 PM

Council Chambers

Contract Approval - None

RESOLUTIONS FOR FINAL PASSAGE (To be Voted On):

R - 23

Approves two (2) requests for handicapped parking zones: after an investigation by the Department of Public Works, to meet all of the required criteria and have a need for a handicapped parking zone.

Sponsors: Administration

Attachments: [Handicapped Parking](#)

R - 24

Approve the appointment of Edward Nelson to the Zoning Hearing Board to finish the unexpired term of a previous Board member.

Sponsors: Administration

Attachments: Appointment to the Zoning Hearing Board

R - 25

Approve the appointment of Gary Williams to the Zoning Hearing Board to finish the unexpired term of a previous Board member.

Sponsors: Administration

Attachments: Appointment to the Zoning Hearing Board

R - 26

Approve the appointment of Michael Reed to the Zoning Hearing Board.

Sponsors: Administration

Attachments: Appointment to the Zoning Hearing Board

R - 27

Approve the appointment of Howard Patterson as an alternate to the Zoning Hearing Board.

Sponsors: Administration

Attachments: Appointment of an alternate to the Zoning Hearing Board

ORDINANCES FOR FINAL PASSAGE INTRODUCTION (To be voted on):

Bill – # 1 To require community benefit agreements for certain development projects that receive City support or financial assistance including abatement of municipal taxes; all under certain terms and conditions. A contract between a developer and a community group that outlines the project's contributions to the local community. It ensures that the development provides specific benefits to the local residents, such as affordable housing, job opportunities, and environmental improvements. CBAs are used to address community concerns and ensure that the economic and social impacts of a development project are positive and widely shared.

Sponsors: Administration

Attachments: [Community Benefits Agreement](#)

ADJOURN

Council meetings are held on the second and fourth Wednesday of each month beginning at 10:00 AM in Council Chambers, with the exception of every other month when the Council meets on the second Wednesday at 7:00 PM. For copies of the agenda or meeting announcements, please visit our website at www.Chestecity.com or contact the Clerk at CNewsome@chestercity.com to receive an email notice of the meetings.

Reference Materials:

Council Rules

Procurement Code

Ethics Code: In Process

Attachments: [Council Rules](#)

[Procurement Code](#)[Ethics Code: In Process](#)

RESOLUTION

NO. 23 - 2024

WHEREAS, the following individuals have requested a handicapped parking zone:

1. Walter Coleman, 1309 Parker Street, Chester, PA 19013;
2. Kevin Walker, 317 Palmer Street, Chester, PA 19013; and

WHEREAS, after a thorough investigation by the Department of Public Works, it has been determined the aforementioned individuals have met all of the required criteria and have a need for said handicapped parking zone.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the proper City officials to install a handicapped parking zone in the 1300 Block of Parker Street, and in the 300 Block of Palmer Street in the City of Chester.

WE HEREBY CERTIFY that this Resolution passed Council this 27th day of March, A.D. 2024.

MAYOR

Attest: _____
ACTING CITY CLERK

R E S O L U T I O N

NO. 24 - 2024

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby appoint Edward Nelson, as member of the City of Chester Zoning Hearing Board, to fill the unexpired term to of Shy'Quan Davis, term to expire December 31, 2027.

WE HEREBY CERTIFY that this Resolution passed Council this 27th day of March, A.D. 2024.

MAYOR

Attest: _____
ACTING CITY CLERK

R E S O L U T I O N

NO. 25 - 2024

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby appoint Gary Williams, as member of the City of Chester Zoning Hearing Board, to fill the unexpired term to of Patricia L. Worrell, term to expire December 31, 2024.

WE HEREBY CERTIFY that this Resolution passed Council this 27th day of March, A.D. 2024.

MAYOR

Attest: _____
ACTING CITY CLERK

R E S O L U T I O N

NO. 26 - 2024

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby appoint Michael Reed, as member of the City of Chester Zoning Hearing Board, term to expire December 31, 2028.

WE HEREBY CERTIFY that this Resolution passed Council this 27th day of March, A.D. 2024.

MAYOR

Attest: _____
ACTING CITY CLERK

RESOLUTION

NO. 27 - 2024

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby appoint Howard Patterson, as an alternate member of the City of Chester Zoning Hearing Board, term to expire December 31, 2027.

WE HEREBY CERTIFY that this Resolution passed Council this 27th day of March, A.D. 2024.

MAYOR

Attest: _____
ACTING CITY CLERK

BILL NO. 1

1ST READING 3/13/2024

PASSED 3/27/2024

NO. 1 - 2024

AN ORDINANCE

AN ORDINANCE OF THE CITY OF CHESTER, DELAWARE COUNTY, PENNSYLVANIA, ENACTING NEW ARTICLE 108, ENTITLED "CHESTER COMMUNITY BENEFITS" AMENDING THE CODIFIED ORDINANCES OF THE CITY OF CHESTER, PENNSYLVANIA, 1978, AS SUPPLEMENTED AND AMENDED, TO REQUIRE COMMUNITY BENEFITS AGREEMENTS FOR CERTAIN DEVELOPMENT PROJECTS THAT RECEIVE CITY SUPPORT OR FINANCIAL ASSISTANCE INCLUDING ABATEMENT OF MUNICIPAL TAXES; ALL UNDER CERTAIN TERMS AND CONDITIONS, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT THEREWITH.

THE COUNCIL OF THE CITY OF CHESTER DOES ORDAIN:

SECTION 1. Purpose.

(a) It shall be the policy of the City of Chester to require, wherever feasible, proportional community benefits as a condition of City Support or Financial Assistance as defined in the ordinance or agreement.

(b) This Chapter shall be known as the "Chester Community Benefits Ordinance."

SECTION 2. Definitions.

The following words and phrases, as used in this article, shall have those meanings as prescribed in this section:

(a) "*Community Benefits*" means the amenities, benefits, commitments, or promises described in #3.

(b) "*Community Benefits Agreement*" means the legally enforceable contract between the Host Community and the developer.

(c) “*Contractor*” means any person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, or other entity that enters into a contract for performance of construction work on the development project within the Host Community, including subcontractors of any tier.

(d) “*Development Agreement*” means the agreements between the City and the developer pursuant to which the City provides or commits City Support or Financial Assistance including abatement from municipal taxes for a development project.

(e) “*Development Project*” means any development project that is a business property, commercial, or industrial development in nature and is further defined below:

“**Business Property**” shall mean all real property including any improvements, above or below the surface of the land, thereon utilized to generate income or recurring revenue for the owners including but not limited to billboard advertising, parking facilities, surface lots, storage facilities, dry docks, utility improvements, wireless towers, institutional group homes, assisted living facilities, and market-rate multifamily residential buildings consisting of five or more units.

“**Commercial Property**” shall mean real estate (buildings or land) intended to generate a profit, either from capital gains or rental income, Commercial property includes office buildings, medical centers, hotels, malls, retail stores, multifamily housing buildings, farm land, warehouses, and garages, a building containing more than 4 units qualifies as commercial property for borrowing and tax purposes.

“**Industrial Property**” shall mean Light & Heavy Manufacturing buildings are used to assemble, convert, or fabricate raw or partly wrought materials into products, goods, and services. Warehouse and Distribution centers, cold storage buildings, Flex (or flexible) space to include showrooms, data centers and R&D and biotech laboratories.

(f) .

(g) “*Host Community*^[ND1]” means the community within the census tract(s) where the development project is physically located and may also include communities within adjacent census tracts that may be adversely affected by the activities of the development project.

“*City Support or Financial Assistance*” means any transfer of City land to the developer for less than fair market value, rezoning, grant, loan, tax increment financing, tax abatement, bond financing or other form of assistance that is realized by or provided to a

developer through the authority or approval of the City, including, but not limited to, use of the power of eminent domain, Community Development Block Grant (CDBG) aid or HUD 108 loans. Any applicant for City Support or Financial Assistance is acknowledging its intent to collaborate with the City of Chester, to negotiate and implement a Community Benefits Agreement (CBA) which describes the manner in which the residents of the City of Chester will share in the economic, educational, cultural, environmental, and social benefits associated with the project and mitigate or prevent any adverse direct, indirect and cumulative impacts of the project on the Chester community. The CBA must be negotiated and finalized before City Support or Financial Assistance is conveyed.

(h)

SECTION 3. Community Benefits Agreements.

(a) The following is a list of examples of Community Benefits that may be considered for inclusion in a Community Benefits Agreement between the Developer and the Host Community:

I. Affordable Housing

- Developer is committed to certain diverse enterprise and workforce goals for construction of the Project, which are designed both to ensure a diverse business enterprise pool as well as a workforce that is both diverse and reflective of the City of Chester.
- 3% of the residential units within the Development shall be set aside for households earning between 61% and 80% of AMI/MHI, and (ii) an additional 4% of the residential units within the Development shall be set aside for households earning between 81% and 120% of AMI/MHI (whichever metric is applicable to the financing tool).
- Rents for all Affordable Housing Units and Workforce Housing Units will be set such that the rent charged is Affordable. Affordable Housing Units and Workforce Housing Units will be built to the same standards and on the same general schedule as market-rate units.

Affordable commercial storefronts

- Host Community will cause Developer to reserve at least 800 sq. ft. of retail space to the establishment of a micro-unit incubator for the use of artisans and small business merchants who are verified Chester city residents.

II. Apprenticeships and job training

- Support of educational programs, such as those in the City's high schools, community colleges and other educational institutions;
- Actively supporting educational activities that provide employment opportunities for residents of the Host Community;

- Providing Contractors in the Host Community with technical assistance or other relevant training opportunities;
- Hosting Contractor information and networking sessions about upcoming contracting opportunities;
- Providing employment and career mentoring opportunities for youths who reside in the Host Community;
- Actively promoting opportunities for investment in the Development Project;

III. Procurement with small and diverse business owners

- Unbundling of construction work into bid sizes that allow small businesses in the Host Community to compete;
- Providing access to bonding, financing, insurance and other types of capacity-building assistance; and

IV. Safe and Clean neighborhoods

- Providing recreational activities, parks and affordable housing in the Host Community;
- Supporting neighborhood improvements in the Host Community, including blight removal, etc.;
- Commitments to meet periodically for Host Community stakeholders to provide input and comment on the development project.

Additional Promises and Community Benefits.

- a. **Sustainable Design.** The Project will incorporate Energy Star appliances, where economically feasible, to enhance the energy efficiency of the building.
- b. **Streetscape Improvements.** The sidewalk improvements will include granite curbs, cast concrete or stone sidewalk pavers, street lighting, and street trees. With regard to street trees, Developer agrees to protect or replace the two (2) existing street trees at the Property and plant a third street tree following construction of the Project.
- c. **Stormwater Management.** The Project will have a stormwater management system approved by the Chester City.
- d. **Exterior Maintenance.** At all times, Developer will make commercially reasonable efforts to maintain the exterior of the Project as appropriate for a high-rise building. Developer will act promptly to cure any acts of vandalism or graffiti occurring on or around the premises.
- e. **Trash Storage.** The Owner agrees to cause all trash generated by both residential and commercial/retail occupants of the Project to be stored within the premises of

the Property in one (1) or more trash facility(ies) to be constructed as part of the Project.

- f. **Deliveries and Trash Removal.** Post Construction, Developer agrees that loading/unloading for occupants of the Project, and trash removal, shall be accessed exclusively from the _____ Trash and waste shall be removed commercially, no less than twice a week, and at times as required or permitted by applicable law. Developer shall direct its waste hauling provider to pick up trash only during these times. Trash and waste shall not be put out for pick-up on the street. On the contrary, trash and waste shall only be picked up from inside the Project. Developer shall also maintain appropriate security in the areas of the loading docks and trash activities.
- g. **Loading Zone Designation.** To avoid congestion due to loading/unloading, developer will take commercially reasonable steps to schedule loading/unloading at such times to restrict simultaneous use of any loading/unloading areas by more than one (1) vehicle at any time. While any loading/unloading area is in use, Developer will make commercially reasonable efforts to direct other vehicles to circle the block or return at a later time to avoid idling and congestion. An employee or other agent of Developer (or agent managing the building) will be available to mitigate any loading/unloading conflicts that may arise.
- h. **Building Lighting.** The building exterior (including, without limitation, interior glazed spaces facing the outside) shall not have flashing, color changing or exposed strip LED lighting. There shall be no signage or lighting on the building, except as may be permitted under the Chester Zoning Code or other applicable law. All building exterior lighting shall be pointed in a downward facing direction, or pointed upward to backlight or illuminate the building, but in no event shall such lighting spill over onto City sidewalks or private property.

SECTION 4. Monitoring, Timelines and Enforcement

- (a) The Parties intend for the rights and obligations created by to be both continuing in nature and cooperative, such that both Host Community and developer actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of the Community Benefits Agreement
- (b) The Department of Community and Economic Development will be responsible for monitoring the Parties' compliance with the ordinance and signed agreement and undertaking the specific acts expressed in accordance with the terms herein. During the term of CBA, The Department of Community and Economic Development will create an annual report detailing (1) the yearly activities undertaken pursuant to the terms of the CBA; (2) Developer and Chester City's on-going compliance with the terms of this ordinance and negotiated CBA; and (3) recommendations, as

necessary, to ensure compliance with the intent of the CBA (the “**Annual Report**”). The Annual Report will be available for distribution to the general public, and the findings of each Annual Report will be presented during an annual neighborhood presentation hosted by the Department of Community and Economic Development.

- (c) The Developer will execute and perform obligations as outlined in Section 3 within a reasonable period of time from the date of the signed CBA; provided, however, that neither Host Community or developer will have any obligation to perform under this CBA if the Development does not move forward.

SECTION 5. Exemptions.

(a) The developer may request from the Department of Community and Economic Development, an exemption from the requirement of entering a Community Benefits Agreement by:

- 1) demonstrating exigencies that make entering a Community Benefits Agreement infeasible; and
- 2) documenting how it will otherwise seek to achieve the purpose of this chapter to provide Community Benefits.
- 3) Pay an impact fee as outlined in the impact fee ordinance

SECTION 6. Penalties for Noncompliance.

(a) Material failure to comply with the provisions of this Chapter may result in denial or termination of City Support or Financial Assistance including the termination of abatement for municipal real estate taxes.

SECTION 7. Severability.

If any section, sentence, clause or phrase of this Ordinance shall be declared invalid, unenforceable or unconstitutional by any court of competent jurisdiction, Chester City Council hereby declares its intent that the Ordinance shall have been enacted without regard to the invalid, unenforceable, or unconstitutional portion, part, or provision of this Ordinance.

SECTION 8. Repealer.

Any and all other Ordinances or parts of Ordinances in conflict with the terms, conditions and provisions of any State law, the Home Rule Charter and Administrative Code and any Ordinance are hereby repealed to the extent of such irreconcilable conflict.

SECTION 9. Effective date.

This Ordinance shall take effect immediately upon passage and be in force after its approval as required by law.

WE HEREBY CERTIFY that this Ordinance passed Council this 27th day of March, A.D. 2024.

MAYOR

Attest: _____
ACTING CITY CLERK