

Aug 3, 2025

To: Ori Feibush (Developer),  
SOSNA (South of South Neighborhood Association),  
NOWAC,  
Point Breeze CDC

Subject: Community Response and Concerns Regarding 1601 Washington Avenue Community Benefits Agreement (CBA)

From: 1601 Washington Community-Led Working Group

Dear Ori Feibush, SOSNA, and fellow RCO Representatives,

This letter is presented as a direct and specific response to SOSNA's recent refusal to hold comprehensive and inclusive community meetings regarding the Community Benefits Agreement (CBA) for the 1601 Washington Avenue development. It represents an earnest effort by neighbors and community stakeholders to reset our engagement, emphasize genuine collaboration, and clearly demonstrate the serious, ongoing community-led process addressing unresolved concerns.

We want to convey a sense of urgency, a need for understanding and compassion for the areas of concerns we've identified. Our response is a direct reflection of the community's frustration with the inconsistent communications, shifting positions and lack of transparency throughout this process. Our intention is to clearly outline key starting points for meaningful negotiations, recognizing that certain items may evolve as discussions progress. Ori - we also really appreciate your expressed openness to dialogue on certain aspects. This letter serves to formalize the comprehensive feedback from a broad community coalition, ensuring all voices are heard and documented. We hope this clarity provides a solid foundation for more collaborative discussions moving forward.

Our community has significant concerns regarding the existing process, particularly related to representation and timeline. The committee responsible for drafting the current CBA lacked diversity and broad community representation, severely limiting meaningful input and undermining its legitimacy.

We must also address an inaccuracy presented in Murray's letter to the Civic Design Review (CDR), particularly regarding building height. While acknowledging some minimal adjustments, the current 79-foot Eastern building remains significantly taller than surrounding residences. The community seeks a substantial reduction in height, ideally no higher than 60 feet, with the potential to seek a slightly higher option if other meaningful compensations are provided.

The newly formed community-led process has identified critical starting points for negotiations in the current CBA. These are not in priority order. They are also not comprehensive as additional points may arise during this public, community-led process:

- **Affordable Housing:** We seek a lower AMI (suggested 30%-40%), permanent affordability for units (inability to convert to market rate), and a fair independent dispute mechanism for tenant rejection. The U.S. Department of Housing and Urban Development (HUD) calculates AMI regionally, encompassing multiple counties across states (e.g., Pennsylvania, New Jersey, Delaware, and Maryland for Philadelphia), which inflates the AMI compared to the median household income within the city itself (e.g., 2024 regional AMI for a family of four is \$114,400 vs. Philadelphia city median of \$87,000). We also ask that affordable rent include all mandatory fees and utilities. "Base rent" excluding utilities pushes costs above the affordability threshold. The existing CBA's clause allowing affordable units to convert to market-rate if vacant for one year can disincentivize the developer from actively filling them.
- **Separate Escrow and Bond:** Establish an escrow to protect community interests, and a separate bond to cover potential damages during demolition and construction to neighboring homes.
- **Final Plans and Schematics:** The final, approved architectural, construction, and landscape plans must be explicitly included as binding appendices within the CBA, with no substantial deviations permitted without community oversight and explicit approval. For an example, instead of a 2k SF minimum plaza on Carpenter St, mention the full 9k SF as they exist in the plans.
- **Parking:** Clarification on the number of parking spaces (including definitive mechanical lifts), ADA compliance, EV spaces (minimum 10%), and inclusion of neighbors on the 1600 block of Carpenter Street. Lease rates for near neighbors should not expire after two years, and pricing for deeded parking spaces should be negotiated to a more community-accessible rate.
- **Loading:** The development team mentioned that loading would primarily support residents, not retail. However, the neighbors expressed skepticism based on similar nearby projects. Add detailed plans for sufficient loading zones and operational commitments to address anticipated traffic (bus route), loading, and congestion issues.
- **Public Courtyard and Community Spaces:** Permanent public access must be guaranteed explicitly, with no gates or closures permitted. We suggest a community room or meeting space accessible at no cost to community groups for at least twelve events annually must also be provided, alongside detailed landscaping and long-term maintenance commitments. It is unclear what the maintenance responsibilities are for the big-belly trash cans and public areas. The courtyard should have more than trees - explicitly requesting grass, flowers, bushes, as well as maintained seating areas (watering, mowing grass, etc.). We do not see mention of trash cans within the plaza.
- **Local Employment and Union Jobs:** Establish specific commitments for union labor (recommend 70%), local hiring, apprenticeships, and training programs. Clearly define

numeric local hiring targets and specific local training and education program sponsorships.

- **Commercial Space:** Reserve commercial space for affordable rental to local members from underrepresented populations with dedicated oversight. Suggested 50%.
- **Enforcement and Penalties:** Include escrow accounts and project bonds for enforcement, conflict of interest recusal processes, and independent compliance monitoring. Conflicts of interest must be explicitly managed, requiring recusal of financially interested board members from CBA decisions.
- **Community Fund:** Define and establish a community foundation fund with clear governance and disbursement mechanisms.
- **Right to Appeal:** There was strong resistance to forfeiting the community's right to appeal zoning decisions or variances, currently forfeited in existing CBA. Recommend that you remove clauses that waive the community's right to appeal.
- **Western Building:** We strongly advise that the description of the western building should be included in the CBA, however we would not be opposed to this lot becoming fully community green space instead.

We also strongly suggest strengthened language in key clauses, including:

- **"Run with the Land":** This Agreement shall explicitly run with the land and must be recorded with the Philadelphia Recorder of Deeds, appended to and filed concurrently with any future deed, lease, or conveyance of any portion of the Property. Each successive owner, lessee, or affiliate must explicitly assume all obligations herein through legally binding acknowledgment upon property transactions.
- **Automatic Termination:** Automatic termination due to failure to begin construction shall not apply if the delay is within the developer's control or strategic. Any claim of automatic termination must be reviewed and approved by a mutually agreed independent arbitrator or mediator, confirming good-faith efforts by the developer.
- **Transfer of Ownership:** All obligations explicitly bind the current developer, their subsidiaries, affiliates, and any successor entities. Any transfer or assignment triggers immediate public disclosure to SOSNA, NOWAC, and other involved RCOs, requiring explicit written consent acknowledging continuation of original CBA obligations.
- **Affordable Housing Safeguard:** Affordable Housing units must remain permanently affordable and cannot revert to market-rate under any circumstances. Ongoing efforts to fill these units must be documented, and oversight by an independent housing authority or community board must be triggered if vacancies exceed 90 days.

- **Dispute Mechanism for Tenant Rejection:** Affordable unit tenant selection shall be subject to clearly defined eligibility standards published in advance, and any rejection of a qualified candidate must be accompanied by written justification, subject to third-party review. The Affordable Housing Organization (AHO) has explicit authority to override unjustified tenant rejections made by the developer.
- **Mechanical Parking Lifts:** The developer explicitly commits that no fewer than [100] spaces will definitively include mechanical car lifts, clearly detailed in approved construction drawings. Feasibility, location, and configurations must be confirmed by city authorities prior to construction.
- **Local Employment Targets:** Binding language committing to at least [70]% unionized contractors and defined numeric targets for local hiring, apprenticeships, and educational sponsorships must be included.
- **Commercial Space Affordability:** A minimum of [50]% commercial retail square footage must be reserved exclusively for locally-owned, minority- or women-owned businesses, with rents capped explicitly below market rates, ensuring compliance and viability.
- **Conflict of Interest:** Any SOSNA board member, community negotiator, or RCO representative who benefits financially from the developer or related parties must explicitly recuse themselves from all CBA negotiations, voting processes, and compliance monitoring.
- **Western Building:** The Western Building is explicitly defined and permanently restricted as 10 individual townhomes, each with separate exterior entrances and specific setbacks (at least 12 feet from rear alley, 10 foot western facing setback on 4th floor). Conversion into apartments or other multifamily housing is explicitly prohibited.
- **Open Courtyard:** Developer explicitly guarantees that courtyard and open spaces shall remain permanently accessible to the public, without any gates, fences, or physical barriers that could limit or restrict access. Any community rooms or meeting spaces within the building must be explicitly made available at no cost to community groups for at least [12] publicly accessible events per year.

Previous to today's announcement from SOSNA, all communications had indicated that the Zoning vote for this project would be in-person only. It has been announced that this vote will be hybrid, and allow for online voting. We must emphasize procedural concerns with SOSNA's August 13th vote, notably regarding the integrity of online voting mechanisms. We seek assurances of a fair, transparent process that prevents potential misuse or fraudulent outcomes. The current Google Form voting mechanism allows for multiple submissions, lacks proper identity verification (IDs or IP logging), and could potentially facilitate fraudulent outcomes -

particularly if businesses or single entities submit multiple votes on behalf of others. We want a fair and open voting process with independent observers and third-party vote counting (e.g., Council President's office, PCPC or community mediators), and specifically that a copy of each vote be given to each RCO for accountability. In the email communication sent on August 4th, 2025 it states that only the SOSNA Membership can vote on this project in accordance with the bylaws. **This requirement is not stated anywhere in the bylaws. Full membership is required for participation in bylaw changes, board member elections and quorum for ratification. There is no mention of such a requirement for Zoning votes, nor is it mentioned in the Zoning Guidelines.** If this requirement stands, to avoid disenfranchisement, we strongly request that a question be added to the form allowing the person filling it out to become a full member at the time of their vote.

We want to clearly state that the items detailed here are initial negotiation positions intended to form the basis of a productive and collaborative dialogue. We seek assurances from OCF that any community support for the development will not lead to further unilateral changes or shifts without community consultation and agreement. Transparency, consistency, and mutual respect in this process are critical to establishing trust and achieving outcomes beneficial to both the community and the developer.

We appreciate your prompt attention and look forward to your constructive engagement as we move forward collaboratively.