Community Benefits Agreements:

Representation, Collaboration, and the Role of Government in U.S. CBAs

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COMMUNITY BENEFITS AGREEMENTS:

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ABSTRACT

Over the past forty years, government at all levels has shifted from a managerial to an entrepreneurial style of governance, to varying degrees. This neoliberal shift in rule, which espouses market deregulation, corporate tax reduction, funding cuts, privatization of public services, increased competition for global capital, and the clawback of social assistance programs, has been promoted as a cure for the ailing economy. At the municipal level, expansion of the economic development agenda and an "open for business" mentality has dominated the local planning agenda for many years. 'If it's good for the economy, it's good for the city' is increasingly the basis on which development projects are planned, subsidized and constructed.

However, the negative externalities that are caused by these large, often publicly funded, projects are forcing citizen groups to seek innovative ways to have their voices heard. Community Benefits Agreements (CBAs) are becoming an ever more popular tool for community coalitions who desire more input and participation in the planning and development process. CBAs are negotiated agreements between parties involved in a development project which ensures the direct delivery of some of the economic benefits that are often advertised, but rarely materialize, in large-scale development projects.

This work looks at ten U.S. CBAs and explores the themes of representation, collaboration, and the role of government within the individual cases. Comparing the academic and practical literature that is emerging, this research demonstrates that the success of any given CBA is tied to a community organization's ability to mobilize the local and non-local resources and alliances that can best support their context-specific needs, and it illustrates the varied means by which this mobilization is achieved.

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Chapter 1: Introduction

In 2005, the City of Montréal introduced a new economic development plan that actively seeks investment from public and private firms and developers. Known as Montréal 2025, this extensive program is "much more than a simple vision for the future" (City of Montreal [a]). According to the City, it is also an offer of partnership, extended to national and international firms that choose Montréal as a place to grow and succeed, a facilitative tool for accessing funding sources from the three levels of government, and a support centre for potential investors (City of Montreal [a]). As the plan outlines there are "more than 130 private, institutional and public projects" (Montreal Strategic and Tactical Task Force) connected with Montreal 2025 in various stages of planning and development. Some of the highlights include a six billion dollar multi-site public private partnership known as the Montreal Technopole, redevelopment of the Montreal Harbourfront at $6.4 billion involving all levels of government and private investment, and the well promoted nod to the creative class, the Quartier des Spectacles intended to "provide an international showcase for Montreal's creative community in the areas of innovation, production and performance through a series of gentrification projects in the core – boosting "the real estate market along St. Laurent Boulevard," (Montreal Strategic and Tactical Task Force) among other things. The plan further boasts that Montreal is the number one city in the world for giving "research and development tax incentives" (ibid.).

Municipal strategies to attract and partner with investors to stimulate economic growth, as articulated by the City of Montréal 2025 strategy, are demonstrative of a shift

in governance that emerged in the early 1970s as a remedy for economic recession and the problems of the deindustrializing city (Hall, 2002). Many scholars have highlighted this shift in governance, perhaps none more thoroughly than David Harvey. In his seminal 1989 article "From Managerialism to Entrepreneurialism," Harvey closely examines this transformation, outlining the shift in governance and the role that these new policies have played, and continue to play, in the shaping of urban society. The article elaborates on the phenomenon, of 'advanced capitalist' governments "taking an entrepreneurial stance to(ward) economic development" (1989, p. 7) in their hopes to secure beneficial outcomes in the struggle to secure a better future. This urban-entrepreneurialism has come to be embodied in a set of neoliberal "best practices" (Brenner & Theodore, 2002) which promotes economic growth, in and of itself, as 'good' regardless of the externalities.

One prominent mark of entrepreneurial governance is the devotion to what McLeod (2002, p. 604) describes as, "highly speculative flagship projects undertaken to enhance the imageability of the city," to attract the investors and workers based on the image of the place. The physical expression of these entrepreneurial pursuits, often in the form of mega-projects created through a partnership between the public and private sector, produces a direct impact not only on the built form of the city but also on urban social institutions. Unfortunately, it has been demonstrated that these policies, partnerships and projects rarely produce the positive effects that they espouse (Flyvbjerg, 2005; Oliver-Smith, 2010). Yet despite redistributive shortfalls and general social inequities, governments continue to pursue a policy doctrine which restricts

participation, manages debate (Smith, 2007) and favours corporate welfare strategies (Hellegers, 2001).

Those sectors of society which are not benefitting from the pro-development policies are forced to pursue ever more resourceful means for having their voices heard. My work focuses on the community benefits agreement - a particular strategy being employed by community groups, neighbourhood associations and various other grassroots coalitions throughout the United States. The community benefits agreement (CBA) is generally defined as a negotiated agreement between a community and developer that seeks to ensure that those affected by development projects share in their benefits (Gross, LeRoy, & Janis-Aparicio, 2005; Salkin & Lavine, 2008a; Wolf-Powers, 2010). Emerging in the late 1990's (Salkin & Lavine, 2008b), the CBA has become a model strategy for community organizers and local coalitions. The CBA is an interesting counterpoint to entrepreneurial governance because it does not try to stop continued growth, mega-projects and public-private partnerships. CBAs seek to ensure that those benefits that are promoted as the *raison d'etre* of the growth, mega-projects and partnerships – such as job creation, local economic improvements, housing, etc. – actually appear and assist those populations that are most affected by the project.

CBA literature has focused primarily on the legal aspects of the agreements and contracts themselves (Wolf-Powers, 2010), what constitutes a CBA (Gross, 2008) and the documentation of some of the cases and struggles as examples for future reference. However, authors such as Bornstein (2007a and b), Ho (2008), Baxamusa (2008), Wolf-Powers (2010), and others are considering CBAs through the lenses of sociology, urban studies and planning, pushing analysis of the CBA process beyond just the technical

aspects. These newer works are examining the involvement of trade unions and the composition of community coalitions (Bornstein, 2007b), the role of government in the CBA process (Been, 2010) and collaboration and partnerships across different strata (Klein & Tremblay, 2010), among other topics.

Examining multiple cases this work seeks to highlight various CBA processes and explore a variety of ways that community coalitions, through negotiated agreements, are creating opportunities for positive outcomes within a "command and control" process that restricts the input of the general public (Camacho, 2005a), and favours pro-growth policies and the 'inalienable' rights of the private property owner. My work seeks to understand how these groups of citizens come together and stay together during the lengthy CBA process, what role the government plays in the process, and the influence that national partner organizations have on the various local struggles. This research shows that the success of CBAs is tied to a community organization's ability to mobilize the local and non-local resources and alliances that can best support their context-specific needs, and it illustrates the varied means by which this mobilization is achieved.

The following chapter explores some of the reasons for and outcomes of neoliberal urban governance regimes and how this change corresponds to the rise of the 'new economy'. This will set the stage for my literature review, provide some background and help contextualize how and why community benefits agreements have 'appeared' as a response to the change in governance. The literature review that follows provides an overview of participatory challenges and practices under the reality of this mode of governance, with particular interest on how community input is managed

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in the 'new economy.' My review highlights the negative externalities that arise from entrepreneurial strategies and mega-projects, primarily in the form of displacement, and some strategies and coping mechanisms that have emerged to combat these problems. Finally I examine the academic and applied literature surrounding the Community Benefits Agreement as an innovative and thus far successful strategy for addressing some of the negative economic and social aspects of development projects under entrepreneurial governance regime.

Research objectives and methodology are addressed next. Generally I have used the semi-structured interview and multiple case study analysis as the basis for analysis. The Case Studies chapter outlines the ten cases that were selected for this study, with a focus on either completed or ongoing U.S. examples.

The final chapter looks at the case studies across three specific themes identified in the literature; representation, collaboration, and the role of government. The cases are examined against these three broad themes to compare how the literature is supported or contradicted by the CBA campaigns. The case studies demonstrate that representation and collaboration are key elements of any CBA campaign, and that government can play an important role in the CBA process. I believe that it is the flexibility and fluidity of the community benefits agreement process that makes them an effective tool, and that attempts to define and categorize these efforts into narrow packages or disciplines can limit their effectiveness as a tool for grassroots organizations. CBAs are proving to be a useful tool for community groups that desire better access to the development process and real benefits from these subsidized projects.

Chapter 2: Entrepreneurialism and the New Economy

> The interval between the decay of the old and the formation and establishment of the new, constitutes a period of transition, which must always necessarily be one of uncertainty, confusion, error and wild and fierce fanaticism. (John Calhoun as cited in Harvey, 1989b, p. 119).

This chapter seeks to set the stage and highlight the underlying milieu on which community benefits agreements have been built by providing an overview of the political-economic environment since the 1970s and the general implications for the governance of economic development. This is necessary to understand better the context within which the CBA movement is operating. To build a critical analysis of contemporary urban entrepreneurialism, and in turn community benefits agreements, one must concentrate on the "surface vigour of... the projects for regeneration and the underlying trends in the urban condition" (Harvey, 1989 p.16). This portion of my work should be considered part of the "underlying trends." The following literature review and case studies will illuminate the "surface vigour."

Experimentation and invention of new ways to encourage local development and employment growth has been at the heart of urban governance over recent decades. According to David Harvey, most agree that this change in policy was rooted in the "deindustrialisation," "structural unemployment," and national and local financial crises, combined with the "rising tide of neo-conservatism" and appeal of "market rationality and privatisation" (Harvey, 1989, p. 5). This was exacerbated by the dismantling of the 'Keynesian welfare state' which, among other transformations, saw federal and state (provincial) governments cutting programs for cities and citizens (Mcleod, 2002), and

"downloading" of the responsibilities to impoverished cities that themselves were being hollowed out by deindustrialization and forced toward fiscal sobriety and market sensibility in place of welfare provision.

As Brenner & Theodore (2002, p.350) discuss, beginning in the early 1970s following the collapse of the Fordist regime, national and local governments began marshalling in policies in an attempt to "extend market discipline, competition and commodification throughout all sectors of society." This decidedly neoliberal policy turn - emphasizing individual economic freedom in the pursuit of growth - signified a change in the philosophy of previous governance regimes that generally sought to provide collective "services, facilities and benefits to urban populations" (Harvey, 1989, p. 3). This change is often described as a shift - as the title of David Harvey's paper suggests - from managerialism to entrepreneurialism which has pushed, enabled, ushered or permitted a restructuring of the capitalist system (Brenner & Theodore, 2002).

Government's active pursuit of economic benefits in the 'open market', with the intention of bringing prosperous investment and development to their nation, province, region or - increasingly – city, is the central focus of the entrepreneurial governance model. In order to encourage and develop "growth factors" (Hubbard & Hall, 1998) such as, "external sources of funding, new direct investments [and] new employment sources" (Harvey, 1989, p. 7), cities have been forced to experiment with several strategies that heretofore were not part of their typical governance methods – to "open the black box of... innovation polices" (OECD, 2011a). This has been facilitated by upper levels of government - typically the overseers of these tools - redefining their role in order to permit local decision-makers more "strategic and financial flexibility," with

"reduced legal and fiscal restraint" (Hellegers, 2001, p. 917); again shifting their focus from social welfare programs to an "expanding economic development agenda" (ibid.). Market deregulation, corporate tax reduction, funding cuts and privatization of public services, increased competition for global capital, the clawback of social assistance programs, and "criminalization of the urban poor" (Brenner & Theodore, 2002, p. 350) are initiated to varying degrees and at various levels as cures for the ailing economies of the industrialized north, and are representative of this deepening reliance on the entrepreneurial governance model.

As Harvey predicted, the intensifying competition for global capital investment has had the effect of coercing everyone to fall in line with the doctrine that entrepreneurial governance preaches (1989)[1]. From the local economic standpoint, once these strategies have been embedded into particular political channels there is a streamlining of urban policy up and down these select and well-worn tracks that promote themselves as more feasible options when action-plans are being developed (Bradford, 2000). There is a prevalence of proliferation of this 'fast policy' being adopted by governance bodies, according to Peck (2011). Fast policy is the rapid transformation of neoliberal economic ideas into policies, based on global 'best practices', riding on the precepts of market rationality that disseminate through the political-economic network without the proper gestation period.

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[1] To this end an expanding number of scholars recognize the transformation of ideas into policies as a chain of relationships that become institutionally embedded. (Siemiatycki, 2005). A sort of "structured, structuring structure" (Crossley, 2001, p. 84) that creates and recreates a group of dispositions, habits, norms, established routines and rules that influence and pattern behaviour (Moulaert, 2000, as cited in Siemiatycki, 2005).

A significant problem with the spread of these policies is the belief that they are transferable at all. Market reforms and reformers fail to recognize the enormously varied outcomes and effects the policies are having when simply draped over the existing social and institutional structure that different neighbourhoods, cities and regions feature: one size does not fit all (Brenner & Theodore, 2002; Brenner, Peck, & Theodore, 2009). Policy makers are surprised when they "fail", because they were "successful" elsewhere, which in turn subjects the geographic area receiving the initial policy treatment to round after round of regeneration and restructuring policies and projects that have had, "only a marginal impact on local economies and now present[s] a depressing post-industrial landscape of deepening inequalities and entrenched social polarization" (Jones & Ward, 2002, p. 474). It is important to recognize that local institutions, characteristics, and the concept of place distinctively yet uniquely influence the way these policies and programs perform (Barnes & Hutton, 2009; Siemiatycki, 2005).

This experimentation and transfer of policies from one place to another is producing a rotation of implemented, observed, adjusted, re-implemented policies (Harvey, 1989), and a physical cycle of continuous creation, destruction and re-creation in the places where the policies continue to be manifested (Brenner & Theodore, 2002). Authors have noted that this shift is being undertaken "with particular intensity at the urban scale" (ibid. p367). With fewer financial resources than national or provincial governments, but a greater concentration of economic activity, cities are becoming frequent institutional laboratories for entrepreneurial policy experiments (Brenner & Theodore, 2002). Anxious to attract capital, municipalities are willing to do whatever it

takes to 'land the client'; absorbing risks, trading off benefits, mimicking policies and projects and creating a good business climate (Harvey, 1989). Furthermore, this behaviour is being encouraged and reinforced by federal policies and global institutions, such as the Organization for Economic Co-Operation and Development (OECD), that influences the national policies of its 34 member nations under the guise of promoting "policies that will improve the economic and social well-being of people around the world" (OECD, 2011b).

In conjunction with the shift in policy, a key element of the entrepreneurial governance model has been the changing nature of production itself.   "The general consensus in the literature today is that the driving force behind long-term economic growth is science, technology and innovation in its different forms and facets." (OECD, 2011a) It was believed that flexible production and the instantaneous transfer of information would devalue place and render cities as we know them obsolete (Hall, 2002). While knowledge and information have replaced traditional manufacturing and the infrastructure that supported it (Benko, 2001), "knowledge-intensive business services" (Schienstock, 2004, p. 19; Castells, 1996) continue to concentrate in urban centres. Cities remain the focus for these business service (Sassen, 1998), and as Castells & Hall (1994) suggest, this shift from industrial production to information gatekeeping is as historically important as any previous industrial revolutions. According to Peter Hall (2002), the reason cities are able to maintain their relevance is because they rely on interaction, networking and "buzz and fizz, which [is] more likely to be found" (Hall, 2002, p. 408) where economic actors are more densely concentrated.

More recently, local governments have revised their entrepreneurial strategies, focusing on creating a place that is attractive to the people who are employed in these new knowledge industries (Sassen, 1998); i.e. places with "buzz and fizz" (Hall, 2002, p. 408). The belief is that the industries themselves will choose to locate where there are high concentrations of highly skilled workers (Florida, 2002). As Hubbard and Hall (1998, p. 8) suggest, governments are seeking to create "spectacular cities of (and for) consumption", which are continuously monitoring and redefining their image in order to gain and maintain this perceived competitive advantage.

Florida (2002, p. 5) advances that these highly skilled workers – the creative class – are "the decisive source of competitive advantage" and "the most highly prized commodity in our economy". Surprisingly, while this perspective has been subject to criticism (see Peck, 2005; Storper & Scott, 2009 among others) in academia, it has been widely adopted in policy and practice as a new economic development paradigm. The Creative Cities narrative is very much in line with – and reflective of – the broader entrepreneurial shift.

Today entrepreneurial governance is well entrenched, and governments at multiple scales and in various locations continue to become further entangled in entrepreneurial practices and policies in the neoliberalizing world. According to Sassen (1998), while the new economic model is having positive effects, it is also producing a new marginality. As Florida (2002) admits, high growth rates and wealth generation have been realized in some places, but unless there is an equitable distribution of this wealth, a large number of individuals will not realize an advantage in the knowledge economy and will continue to create a drag on the overall system. This systemic drag is

populated by citizens who are not working in the knowledge or creative industries but are employed in service and 'blue-collar' jobs – 70% of the workforce in the United States (Florida, 2002). As Peck (2005, p. 766) suggests, these entrepreneurial and knowledge economy strategies represent a "subordination of social-welfare concerns to economic development imperatives", that espouse a repackaged version of trickle-down economics. These competitive entrepreneurial activities, that attempt to seduce the mobile capital and or itinerant workers of the new economy, have resulted in a "stimulating if often destructive maelstrom of urban-based cultural, political, production and consumption based innovations" (Harvey, 1989, p. 12), that distract from the reality of growing disparities between the included and excluded, the winners and losers of the new economy (Mcleod, 2002).

Mega Projects & Partnerships

One particular strategy being employed as part of the entrepreneurial toolkit is the concept of the mega-project. This type of development has been reconstituted in the contemporary era of urban governance but has a long history as a remedy for troubled economic times. Following the Second World War, 'advanced capitalist' countries undertook massive projects designed to rebuild cities that had been "damaged by war or suffered from out-migration and obsolescence" (Orueta & Fainstein, 2008, p. 759). As Lehrer (2002) writes, mega-projects in North America arrived as part of the "City Beautiful" movement and were then reimagined as a tool of urban renewal (as cited in Lehrer & Laidley, 2009). The original 'mega-project' can be defined as a "large-scale capital investment focused on a single purpose" (Lehrer & Laidley, 2009, p. 788), often realized as infrastructure developments such as transportation networks, power

facilities, airports and train stations that created a 'modern' urban environment in the name of efficiency and the removal of "substandard housing" (Orueta & Fainstein, 2008) (Lehrer & Laidley, 2009).

Typical of the welfare-state or 'managerial' governance strategies of the pre-1970s, development projects were oriented toward the distribution of a 'fair share' of benefits including electricity, employment, housing and transportation (Lehrer & Laidley, 2009). However, due to their often 'destructive' nature, resistance to these mega-projects and their negative impacts on neighbourhoods and the environment began to be heard. As Scott (1998) describes, the ideological 'left' criticised the projects as authoritarian (cited in Orueta & Fainstein, 2008), "displacing millions of households, destroying communities and generally resulting in a regressive distribution of benefits" (Castells, 1978; Fainstein *et al.*,1986; Gans, 1991; Harloe, 1995; Hall, 2002; Logan and Molotch, 2007, as cited in Orueta & Fainstein, 2008, p759). And on the right, as Stephen Harper – then MP for the Reform Party – stated, the "industrial policy and sectoral strategies (that mega-projects represent) are code for taxpayer-funded subsidies, loans, direct investment and other forms of state intervention" (Koch, 1994). For many on the political right, mega-projects represented an affront to the free market (Anderson, 1964; as cited in Orueta & Fainstein, 2008). The (modest) success of these criticisms, coupled with worldwide financial insecurity, forced a brief hiatus from the mega-project as it was known (Orueta & Fainstein, 2008) - time enough to prompt George Koch to ask, "are mega-projects dead, or just comatose?" (1994, p. 1).

Following this brief reprieve, cities have responded to the pressures of global competition by undertaking ever larger and all-encompassing mixed-use developments

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to attract multinational investment, firms and notoriety (Fainstein, 2009) and further entrench the neoliberal market agenda. These exceedingly speculative mega projects – a key component of the place promotion and "trickle-down" economic theory that the new economy espouses – provide a perfect vehicle for globally competitive image projection and revitalisation of the central city that was especially hard-hit during the deindustrialization of the late 20th century (Mcleod, 2002). At the core of this resurgence in mega-project planning, with the aim to stimulate - or at least simulate - economic growth, is the 'public-private partnership' where the functions of place marketing and promotion are "integrated with ... local government powers" (Harvey, 1989, p. 7) in an attempt to lure the 'growth factors' previously mentioned; direct investment, employment opportunities, and new funding sources. And this time around, the political right and left agree; federal programs (ie. dollars) should expand individual economic opportunity and cooperate with private enterprise to achieve this end (Pitegoff [1994] as cited in Hellegers, 2001).

The public-private partnership mega-schemes of today are often state initiatives seeking private sector collaborators (finance, construction, etc.) in the hope of improving the city's stock in the interconnected and competitive global marketplace (Lehrer & Laidley, 2009). However, there are many examples of developer proposed projects that presume to provide some municipally determined 'good' (green space, affordable housing, property rights) in order to receive direct benefits (tax abatement, bonus zoning, cheap land) that make the project theoretically economically feasible (see Flyvbjerg, 2005) and socially palatable.

Regardless of who initiates the endeavour, one major concern is that the enormous financial risk (Flyvbjerg, 2005) that such large projects present is almost always borne by the local government (Harvey, 1989) and in turn the tax-payer. These public-private partnerships are entrepreneurial in the sense of their investment seeking and speculative behaviours. As opposed to the "rationally planned" and coordinated projects of the past, today civic officials are willing to absorb financial risks and clear the path for development as part of its entrepreneurial activities in order to reap the (presumed) rewards of economic development (Harvey, 1989). Interestingly in the United States (and possibly elsewhere), certain federal funds and loans for municipal projects are available only where it can be demonstrated that the project cannot otherwise obtain the funding it requires. Where investments are too risky for commercial lenders, (Hellegers, 2001) federal programs are there to assist. Another problem stemming from the public private partnership is the conviction that if a project creates or stimulates capital accumulation, or brings (perceived) benefit to the City (be it jobs, knowledge or otherwise) then it is a necessarily a public good (ibid.).

Central to this new era of mega-developments is the image of a "*better future*" (OECD, 2011b) that the projects and proponents offer. As Koch (1994) articulates, there are almost as many benefits advanced in the promotion of the mega-project as there are projects themselves. "Job creation, regional development, industrialization, self-sufficiency" (ibid., p.1), training and skill building (Fainstein, 2009), and attracting "tourists and place-mobile capitalists" (Mcleod, 2002) are all expressed from time to time as reasons for partnering in a mega-project endeavour. The large development is also seen as an integral tool for making "the city ... appear as an innovative, exciting,

creative and safe place to live or to visit, to play or consume in" (Harvey, 1989, p. 9).

Unfortunately, as Flyvbjerg (2005, p.18) suggests, the projects that get built are those "for which proponents best succeed in conjuring a fantasy world of underestimated costs, overestimated revenues, undervalued environmental impacts and overvalued regional development effects". Often failing to deliver on the promises made during the planning stages, mega-projects provide a physical example of the difficult-to-transfer package of entrepreneurial policies and reinforce the idea that one-size does not fit all.

Even twenty years prior, critics argued that the economic justification for these taxpayer-supported arrangements (Koch, 1994) were very difficult to establish: "Either the ventures would eventually have been undertaken by the private sector, or they were economically unviable from the start and should never have been built" (ibid., p. 1). This is supported by Hellegers' (2001) assessment of the financial risk and lack of formal evaluation of projects and programs. However these cost oversights, broken promises and fiscally irresponsible behaviours do not appear to be slowing down the rate at which cities are pursuing the mega-project strategy with their private-sector partners in lock-step. Even when revealed that the urban entrepreneurial strategies may perform poorly, investments such as these appear to have "social and political attraction" (Harvey, 1989, p. 14) acting as a "loss leader" to draw other forms of investment, partnership and praise (ibid.). As Flyvbjerg (2009) suggests, this "social and political attraction" are the product of the inflated benefits and reduced costs presented by mega-project proponents. The fraudulent manner in which mega-project benefits are calculated is resulting in a sort of 'survival of the unfittest', where only the most economically and socially *fantastic* (i.e. far-fetched, implausible) of projects is approved.

This is not to say that public officials do not recognize that the competing subsidies, increased corporate welfare, partnering opportunities and relief packages one region is offering over another are not in their best interest. It is more an acknowledgment that ceasing to participate, or dropping out of the contest altogether would sacrifice future opportunities to capture the mysterious benefits of capital and be detrimental to their political careers (Hellegers, 2001). As Harvey (1989) highlights, the intensifying strength of inter-urban competition coerces city after city into line with the discipline and logic of capitalist development under the new economic reality simply because of the nature of the competition itself: Municipalities are drawn into the competition due to "fear of exclusion" (Benko, 2001, p. 165).

Corresponding suggestions as to why mega-projects get built have included the desire to create iconic architecture and to brand the city (Haila, 2009), political legacy, or as a macro-economic 'loss leader' (Harvey, 1989) undertaken with awareness that money will be lost, but which in turn will theoretically generate greater profits in another sector (ie. tourism or locally invested foreign capital). As McLeod (2002) sugests, the entrepreneurial governance regime and the "flagship" mega-project that is its banner are explicitly fastened to the sway of powerful business interests expressed as *public-private partnerships*. This muscular mix of influential actors, including developers, landholders, local and national lobby groups (chamber of commerce, business associations, construction consortiums) all work to enable "economic enterprise" (Mcleod, 2002) in the ultimate pursuit of the open, competitive, unregulated markets championed by the neoliberal dogma (Brenner & Theodore, 2002). And while these developments are in the end a merger of market discipline, unchecked competition,

image-creation, self-promotion and faith in economic benefit generation, the bottom line is that someone along the sequence is actually making money from these projects. Whether these profits are real or speculative, used as assets to access credit and financing for other – likely similar - projects in other places is as of now uncertain.

Community Implications

As discussed, mega-projects of the past were met with increasing resistance due primarily to the material impacts experienced by the communities in which they were constructed. To counter this displacement of households and uneven distribution of costs and benefits (Orueta & Fainstein, 2008), citizens called for increased participation and decision making power (Mayer, 2003). The contemporary mega-project is, theoretically, less disruptive because it is often planned and constructed on vacant or 'underutilized' land. The reality of the new economy is that the post-industrial urban landscape is filled with 'marginal' lands ripe for public-private mega-developments (Orueta & Fainstein, 2008). Railway yards, underused urban ports, factories, foundries, and warehouses whose large complexes – now vacant or obsolete due to deindustrialization - provide the space for current mega-project renewal schemes.

As Lehrer & Laidley (2009) state, today's urban megaprojects involve immense physical transformations of space and due to their often enormous scale, can alter the social practices within their sphere of influence, intentionally or unintentionally. One could imagine that given the mammoth economic cost and sheer size of present-day mega-projects, combined with the acknowledgment of the externalities and social implications, that these projects would create more civic mistrust than we are witnessing

(Orueta, 2007 as cited in Orueta & Fainstein 2008). However, partly due to their

marketing (Benko, 2001) as environmentally, economically and socially beneficial, and

because of the state's tacit approval (through partnership and financial assistance),

debate about the real impacts of the mega-project has been somewhat weakened

(Orueta & Fainstein, 2008). There is a prevailing attitude, even amongst some

potentially oppositional groups, that these projects are more socially responsive,

inclusive, participatory, beneficial, and in a way inevitable (Brenner & Theodore, 2002;

Harvey, 1989; Lehrer & Laidley, 2009; Orueta & Fainstein, 2008).

As Harvey (1989, p. 14) submits, the overt competition, promotion of place and

image-making activities of the entrepreneurial city can foster "a sense of social

solidadrity, civic pride and loyalty to place" for residents. However, this pride and

positivism can be turned into a tool, "for social control", creating an 'us against the

world' mentality that serves to enhance the market rationale, bolster the entrepreneurial

methodology and create a sense that the pursuit of growth is the only locigal course of

action. It is within this framework that neoliberalism and urban entrepreneurial pursuits

can take the shape of a package of (preferred) policies, a conduit of institutional

change, an expanding bundle of political leanings, an expression of realigned

hegemonic policies, or as any combination of these realities (Brenner, Peck, &

Theodore, 2009). Through the well-crafted images of holistic planning and prosperity,

conflict and resistance are managed, de-politicized and reduced to economic arguments

about jobs and capital. This can have the effect of forcing even socially progressive

actors and activities to support market forces (Mayer, 2003) and, "perform as agents of

discipline for the very processes they are trying to resist" (Harvey, 1989, p. 5).

Another possible reason for reduced opposition (and therefore the perception of reduced disruption) is the response of city governments to earlier protest movements and their willingness to acknowledge that people were being left out of the participatory equation: "Urban exclusion", as Mayer (2003) discusses, was recognized as a problem. To a much greater extent than before, local input and activism have been incorporated into the planning formula, but this new relationship has not had the desired effect for the community. Instead, the effect has been the co-option of the conflicting voice of political and social action into the development equation (Mayer, 2003). It has weakened dissent while simultaneously giving the appearance of empowering local activists and encouraging community input, when truly the end goal is improved economic performance (ibid.) and a smoother development process.

Gentrification and Displacement

One of the most serious outcomes of a typical urban (re)development project is the direct and indirect displacement of people and businesses. Usually these reasons for the upheaval are economic in nature; i.e. the people or enterprises just cannot afford to live or to business in the vicinity of the development project. This process is often referred to as gentrification which, according to Blomley (2004), represents an unwarranted invasion of working class neighbourhoods, cloaked in the language of revitalization and growth. At its most simplistic, gentrification is, "the process of neighbourhood change that results in the replacement of lower income residents with higher income ones" (Kennedy & Leonard, 2001, p. 1). The term has been used to characterize many moments throughout recent urban history: urban 'renewal' programs of the 1950s, through 'back to the city' movements of the 1970s and 80s and to present

day condo and loft 'conversions' can all be defined as gentrification (Kennedy & Leonard, 2001). Although people living in the neighbourhoods that are being 'fixed up' often hope that the effort will lead to an 'improvement' in the neighbourhood (ibid.), the effect this 'revitalization' often brings with it often cause more harm than anything. Increases in rents, house prices and property taxes, an increased police presence, change in the local social fabric and flat out displacement of the people who may have been hoping for some minor change to the neighbourhood. (Barnes & Hutton, 2009; Blomley, 2004; Mcleod, 2002).

While the mega-development today may be less *immediately* disruptive than its predecessor – planned on vacant or marginal lands (Fainstein, 2009) - the projects are typically surrounded by residential neighbourhoods or smaller industrial and commercial uses often considered marginal or underutilized themselves. Despite the fact that the expressed intent of a project may be to 'revitalize' an area, leading to 'improved lives', 'greater wealth' or 'economic opportunity' for the local residents, the prospect for profit making on these marginal lands leads to changes in the surrounding real estate market. It is the speculative economic process taking place on the periphery of the project which can result in increased rents and displacement. Pricing those residents or businesses that located there, due to the low cost, out of the market and thereby removing them from the area altogether. Mega-projects can therefore be considered part of the broader process of displacement, which sees people with little economic and political power replaced by those "with greater resources and power ... who think they have a 'better' use for a certain building, piece of land or neighbourhood" (Hartman, Keating & LeGates, 1982, as quoted in Blomley, 2004, p. 78).

The practice of gentrification is deeply imbedded in the "politically charged urban development process" (Kennedy & Leonard, 2001, p. 4) and is not simply separable from the larger course of action. The concept of the market - even when partnered with the public sector - creates positive outcomes for some, negative circumstances for others and effects that are both positive and negative for some groups at the same time. This makes discussions of the costs and benefits (not simply in economic terms) of projects and their externalities very complex (Kennedy & Leonard, 2001) and often political.

However, Slater (2008, p. 220) remarks that these complexities and potentials for positive outcomes "does not mean that gentrification is somehow 'softer' or less feared by low-income and working-class people". While debate over the pros and cons of a project and the potential externalities persists, it must be recognized that a disproportionate number of these costs, cons, and negatives are borne by the 'marginalized' groups (Mcleod, 2002); "people without ... economic or political power" (Hartman, Keating & LeGates, 1982, as quoted in Blomley, 2004, p. 78). Furthermore, the destruction of community that goes along with displacement is very difficult to quantify and therefore left out of the cost-benefit analysis of municipal development policies that encourage or enable gentrification and displacement. That "bundle of social, familial, business, religious and ethnic ties and relationships are of subjective, nonpecuniary interest to a displaced individual but are undeniably essential to a functioning city" (Hellegers, 2001, p. 941).

Job Creation

Job creation is often used as a tool to promote developments within a region or community; however there are reasons to be skeptical when the employment numbers are being announced. First, while urban entrepreneurial strategies and mega-projects can sometimes create jobs at the high end of the managerial spectrum, more often the positions are low-paying, sub-contracted and informal in nature: Positions that exacerbate the income gap and contribute to "urban impoverishment" (Harvey, 1989). Furthermore, there are reasons to question whether the projects create jobs at all. The partnership projects that governments are interested in promoting are those that contribute to or support the knowledge economy. The employees of these firms are 'creative', highly trained 'knowledge economy' workers and, as Ragan (2000) highlights, they are not often found in the local unemployment pool, but lured from other industries and employers. Because of this, the net number of positions created are often far less than the reported. One reason these workers may have decided to change jobs is because the government subsidy to the company allows them to pay higher wages than their competitors. Therefore, not only are inflated net job creation numbers being reported, but the government program may be artificially propping up an industry through the incentive package provided (Ragan, 2000). It may be argued that 'in today's global marketplace, the competition for highly skilled labour is drawing from all over the world' and therefore we are stealing from a labour pool outside national boundaries. Irrespective of this argument, the public-private partnership appears to be simply underwriting a "subsidy for ... corporations and powerful command functions to stay in town" (Harvey, 1989, p. 12) at the expense of the welfare of average citizens and

through diminished *local* provision for marginal or underprivileged groups. It has been suggested that the creation of jobs and other supposedly positive economic factors - customarily used by proponents of public-private partnerships to rationalize the millions spent on these mega-projects - rarely materialize (Flyvbjerg, 2005).

In sum, the implications of mega-projects and their impending outcomes (both positive and negative) are significant, but to what extent does the community really have a say in the process? According to Marcello (2007), the propensity of the 'public-private partnership' arrangement has further abridged the already limited amount of public involvement that planning decisions maintain, primarily due to the "direct and private communication between developers and public officials" (Marcello, 2007, p. 661), that occurs during the initial project dialogue, before being 'rolled-out' and 'promoted' to the public. These direct and private discussions, combined with the perception of increased participation in the process – which has depoliticized and dampened opposition (Lehrer & Laidley, 2009) - has created the appearance of a less disruptive and more *friendly* mega-project.

Authors such as McLeod (2002) and Slater (2008) suggest that salvaging the inner city from the poor, sweeping them off the streets to create sanitized and gentrified spaces favouring those who can participate as full citizens (ie. own land, work, consume and command capital (Blomley, 2004)) is the fundamental outcome of urban entrepreneurial governance. These interconnected processes of gentrification, displacement, revitalization, growth and progress constitute just as brutal and terrifying an experience as ever (Mcleod, 2002).

The political and economic conditions in which CBAs have emerged are entrenched and have become the standard by which governments of all levels are operating, to various degrees of intensity. These are the conditions that the public is forced to take part in. But what recourse is there to minimize or negate the harms that occur through mega-project development? How can 'marginalized' citizens become part of the equation and counteract the continued ignorance and subjugation of their "right to stay put" (Blomley, 2004, p. 79). The next chapter explores some of the themes that relate to these questions.

Chapter 3: Literature Review

<u>Community Participation</u>

As has been discussed, by the end of the 1970s urban citizens were demonstrating against the destruction and displacement caused by the well-intentioned but disastrous public works and housing mega-projects, job loss and the failing economy of the post-industrial economy battering the inner cities (Lehrer & Laidley, 2009; Hall, 2002; Ho, 2008). These activist groups were effective to some degree, in demanding more access to the decision-making apparatus (Mayer, 2003). And while recognition of the importance of grassroots initiatives and local participation has found its way into the planning process (ibid.), there still appear to be many negative aspects accruing from the forward march of urban entrepreneurialism and the implementation of mega-projects. As Ho (2008, p. 7) articulates, "traditionally, decision making power... reside(s) between the public and private sectors with little authority given to communities."

An article in the *New York Times* (Rampell, 2011) suggests that suburbanization, lack of funding from traditional sources, social service cutbacks, technical changes in the delivery of social services and a breakdown of social networks have all contributed to the lack of organizational power and political clout of marginalized groups, such as the unemployed. In his 1981 book "*City Limits*", Paul E. Petersen theorized that urban populations had been "turned off" of local participation for two reasons: first, because the heterogeneous citizenry is too "large and distracted" to really care what happens locally and second, because "local political processes (both internal and external) are so structured as to discourage group formation" (Petersen, 1981, p. 121). And although

Petersen wrote this over 30 years ago, little has changed to make the populous less distracted nor able to form large groups or coalitions.   Be it low voter turnout, the lack of media coverage and polling, lack of sustained or directed pressure, or the absence of "hot-button" issues and professional politicians, local groups simply do not have the interest, expertise, or power to truly affect change at the local level (ibid.). As Stone (2005) laments, universal suffrage has not turned affairs of state into a clear and permeable practice influenced by citizens organizing around their important issues.

This is not intended to imply that community efforts to alter the power dynamic do not exist, but that local governance policies and practices have limited the opportunity for, and effectiveness of, citizens to play a meaningful role in the process (Ho, 2008). And if Petersen is correct in his idea that this "heterogeneous" and "disinterested" urban citizenry aren't encouraged or permitted to effectively take part in the process for whatever reason then there are interests willing to step in and set the local agenda, namely "the economically prosperous, the socially prominent and the bureaucratically influential" (Petersen, 1981, p. 129). Promises of job creation, property tax revenue, and speculative spin-offs can greatly sway strategic decisions for the local polity, despite what community coalitions might desire or protest (Hellegers, 2001). Furthermore, the generic nature of the competition between cities, regions and states constructed on the framework of capital accumulation, compels even those "well-intended and benevolent coalitions of class" to be "realistic" and "pragmatic," sacrificing social welfare and local needs in favour of playing within the coercive yet loose rules of neoliberal market logic (Harvey, 1989, p. 16). The belief in the benefit of capital accumulation makes it difficult for any group to oppose the "comprehensive" mega-

projects that promise to create jobs, increase the tax base and have positive economic spin-offs. All of these presumed benefits, and the lack of participation or opposition, provides a greater opportunity for accommodation between the state and the private sector and works well to silence those voices that stand in opposition. And as Stone (2005) argues, the custom of cooperation between government institutions and those that control the local economy should not be overlooked. "Accommodation," he writes, "is a political reality" (ibid. p. 311).

Notwithstanding these observations and trends, many groups and coalitions continue fighting hard to counteract the inherent problems created by the neoliberal policies present in the urban context throughout North America. Ho (2008), for example, illustrates the dynamic at work between the public (government), private (development), and community (resident) sectors through an historic account of U.S. development policies and their effects on citizens. Ho argues that while urban development policies have evolved to *require* more participation, policies have been ineffective in articulating how that can be achieved, or in practice have excluded the community from meaningful input because the public and private sectors viewed 'community' as, "an obstacle rather than an asset" (ibid., 2008, p. 19).

However, there are those that feel that urban agendas, under the right circumstances, can be set or greatly influenced by local institutions and actors, and that this community empowerment – facilitating meaningful participation - is essential for serious sustainable development planning (Baxamusa, 2008). Klein and Tremblay (2010) articulated their theory of a "Quebec Model" of governance which demonstrates, "a partnership oriented approach aimed at bringing together private, public and civil-

society based stakeholders and in which actors involved in the social economy play an important role" (ibid., p. 568). This model is rare, in their assessment, because it requires as its foundation an inclusive coalition lead by "civil society-based organizations" who collectively "define solutions to revitalization and social exclusion" (ibid., p. 568).

While the Quebec Model may provide some hope that in certain political contexts inclusive and participatory opportunities still exist, this may be another version of what Smith (2007) has labelled the procedural fix – a policy that seeks to control debate and make the system more predictable for capital interests. Alternatively, Baxamusa (2008) argues that community empowerment is a catalyst for social transformation because by definition empowerment means conceding control to those that have been systemically disempowered. He indicates that grassroots coalition building leads to organized communities, which in turn is necessary for empowerment. This bottom-up transformation– from coalition to community – is crucial because historically, top-down approaches to participation have had disappointing results (Ho, 2008), and as Fainstein (2000, p. 12) states, "the aroused consciousness that puts ideas into practice involves leadership and the mobilization of power, not simply people reasoning together".

For Baxamusa (2008, p. 262), "organizing and territoriality form the bedrock of community", and he describes two key factors in the emergence of ever-growing community groups. The first factor is "devolution" or the deterioration of the belief that the state will make good decisions and take care of the public interest. The second factor is the necessary development of a "balancing power" in response to strong partnerships between government and capital (ibid.). The appearance of large

nationally connected but locally focused "think and do tanks" (Bornstein, 2007b, p. 11) who are, "building power and reshaping the economy and urban environment for workers and communities" (The Parternship for Working Families), or acting as a "national policy resource center for grassroots groups ... promoting corporate and government accountability in economic development and smart growth for working families" (Good Jobs First, 2010) seem to support Baxamusa's claims. Groups such as the Los Angeles Alliance for a New Economy (LAANE) and the aforementioned Partnership for Working Families and Good Jobs First alliances are working with large and small community partners in threatened neighbourhoods to help them fight for their, "right to stay put" (Blomley, 2004). The groups mentioned here are examples of large national (and international) organizations for empowerment, but they still provide support for those up-and-coming local associations struggling to ensure a meaningful seat at the table when development discussions are taking place.

Strategies such as community impact reports (CIRs), Community Benefits Agreements (CBAs), cooperative housing, and non-market ownership alternatives are becoming more commonplace where the promises of 'improving' the local or regional economy fall short. While planning authorities at every level are required, through an assortment of acts and regulations, to provide channels for the general public to comment on policies and projects that are taking place in their region, city, or neighbourhood, this sometimes is not enough (Ho, 2008). When these opportunities are inadequate or fail, citizen groups may choose methods outside of the prescribed participatory structures to ensure they are not ignored (Bornstein, 2007a). If the affected populations are not a meaningful part of the planning process (i.e. changing the current

dynamic and/or seizing decision making power from the state) the broader community views that they represent will fail to be considered. Failure by community groups to create that "balancing power" that Baxamusa (2008) speaks of, permits the economic interests of the state and the private sector to ride "roughshod" over the community (Klein & Tremblay, 2010) and produces development projects that do not yield the greatest good, value, or efficiency (Ho, 2008).

As Camacho (2005b) argues, a more participatory regulatory process can create benefits, or at least safeguards, throughout the development planning process. These benefits are described as "fundamental premises," and they include reducing not only the bipartisan negotiation (between local officials and the developer), but the preferential dealing that currently takes place, assisting in and promoting information sharing between all affected parties, producing a regulatory system that is more broadly satisfactory to participants and the general public, and forcing the government to be more accountable to a broader coalition of concerns than the current system inspires regarding service provision and decision making (Camacho, 2005b). Implementation of some of these fundamental premises could be thought of as swinging the pendulum back toward a concept of managerial governance rather than the entrepreneurial predilection seen today.

Unfortunately, where traditional development planning does provide some semblance of public participation through a legal framework (Bornstein, 2007a), the public-private partnership – hallmark of the entrepreneurial governance model – "undermines even that modicum of citizen input by fostering direct communication between developers and public officials" (Marcello, 2007, p. 661). As Camacho (2005a)

discusses, this "shrouded, bilateral process" largely narrows civic input, producing

projects and impacts that fail to generate the beneficial outcomes that they otherwise

might if the public were more empowered in the planning stages. This failure is due in

part to the woeful ability of local government to evenly distribute wealth (Petersen,

1981), while simultaneously "legitimizing ad hoc land use decisions," (Camacho, 2005a,

p. 7) circumscribing long-range community planning, and ignoring those parties affected

by closed door decisions (ibid). As Bezdek (2006) writes, public-private redevelopment

of urban space must be controlled by, and directly benefit, the affected city residents so

that the (inevitably) displaced population receives meaningful equity in the value added

redevelopment.

Community and Labour

Trade unions are, at their most basic, a coalition that has a vested interest in

development projects. Labour organizations have been successful in raising their

members' working and living conditions, including salaries, pensions, safety, and other

important gains over the last century and a half. Unfortunately, where coalition building

and organizing campaigns were once hallmarks of the union movement, these activities

have become less prevalent over the last several years (Levi, 2001). "The history of

labor organizations in attacking poverty and building the social capital of poor

communities is a complex one" (ibid. p. 246). As Kennedy and Tilly (2013) indicate, the

labour movement has shifted from representing 'the working class' to 'organized labour'

and from there to the current specific and segmented groups (public workers, iron

workers, auto workers, etc.), and collective bargaining units.   Its ability to represent

and fight generally for working class populations has thus become more and more limited.

Where community coalitions and trade unions are concerned, unions have the raw materials (i.e. money and votes) to influence government and assist community groups (Levi, 2001), but these labour organizations often focus their resources on defending dues-paying members rather than expanding their base or building coalitions with other groups (Kennedy & Tilly, 2013). And, there is a "long history of distrust grounded in the experiences of unions and community-based groups" (Levi, 2001, p. 246) that keeps the two from working more closely more often. As Agnotti (1999) lamented, trade unions have been conservative and somewhat unconcerned with community issues throughout their history.

Unions often champion urban growth (so long as the jobs are offered to them) and disregard the environmental and social damage done by the perpetual expansion of suburban development, highways and public/private mega-projects: Jobs for their members are often the sole focus. With some notable exemptions these groups tend to ignore broader social efforts, such as affirmative action for women or persons of colour, living wages, training programs, community improvement, as well as negative externalities such as displacement, gentrification, and consumerism (ibid.).

However, the roots of mistrust cannot be pinned solely on the unions themselves. Community groups often follow a path of narrow self-interest, subscribing to the belief that unionized workers represent 'the privileged' and overlooking workers' rights (Kennedy & Tilly, 2013) in their own organizing campaigns. Whatever the reasons,

many authors agree that trust is one of the primary elements of social capital and that "distrust undermines coalitions" (Levi, 2001, p. 247) and "breeds distrust"(ibid.), contributing to beliefs that a partner organization "…has competing or hostile interests or is not competent (enough) to carry out the pledged action" (ibid.)

As Rampnell (2011) suggests where community groups may be lacking in "organizational power and political clout," the labour movement has precisely that. However, in instances where community groups, the unemployed or other coalitions could benefit from collaborating with labour groups, "many unions are often reluctant to risk damaging relationships with important policy makers who, in turn, are reliant on powerful business interests" (Broxmeyer & Michaels, 2013). This may be because unions still perceive the hard-fought successes that their work for their members has achieved as somewhat tenuous and fragile: Why risk those gains to make new partners and begin the battle anew? "They won't stand in the way of the bulldozer unless it's to drive it themselves" (Angotti, 1999).

However, there are examples of labour organizations being "…directly involved in the initiation of several associations whose role is to link organizations based in poor and minority communities with organizing drives and other efforts to protect the rights of workers and their standard of living." (Levi, 2001, p. 254). Smaller, internal advocacy groups (such as the Coalition of Black Trade Unionists, Coalition of Labour Union Women, Labor Council for Latin American Development, etc.) within the gigantic American Federation of Labour-Congress of Industrial Organizations (AFL-CIO) is just one example of trade unions working to diversify, gain broader acceptance, form new partnerships, and gain some trust among current and new constituents across the

United States and Canada. As well, many of the larger social justice organizations

promote their broad-based membership as inclusive of the labor sector, one of the

largest being the Partnership for Working Families, a "national network of regional

advocacy organizations who… share a commitment to building labor and community

power" (Partnership for Working Families, 2008a).

The relationship between labour and community is therefore a complex one. The

advantages of working together may seem clear (Levi, 2001), however the history of

distrust, competing interests, the guarding of resources, and of narrowly defining the

union's mandate works against it. As Angotti (1999) suggests, "some unions have

consistently gone beyond the narrow interests of their membership in wages and

benefits and taken strong and principled stands on social issues. Others haven't." Yet,

as Levi (2001) observes, working together can benefit both community groups and

labour unions, with unions providing organizing experience, finances and real

experience and the community providing low-wage workers to expand membership,

contribute to the finances and bridge some of the endemic mistrust that unions have

suffered, whether deservedly or not. If Fainstein (2000, p. 12) is correct in her assertion

that putting "ideas into practice involves leadership and the mobilization of power", then

community groups that can directly engage and exploit the experiences and abilities of

the labour movement would create a formidable coalition for winning back some of that

power being lost to the neoliberal policies and public-private partnerships that have

marked the slow yet certain turn toward entrepreneurial governance. Community

benefits agreements are one of the places that such community-labour alliances can be

worked out, tested, and used to the benefit of the large citizen constituencies.

Community Benefit Agreements

> If public money is used to subsidize private development, then the developer has to
> guarantee community benefits like good jobs, affordable housing, child care, all the things
> that communities need. (Janis-Aparicio as cited by Marcello, 2007, p.659)

The Community Benefit Agreement (CBA) is a particularly interesting tool being

utilized by neighbourhood coalitions in their endeavours to secure real benefits from

redevelopment and revitalization projects. CBAs are a product of the "community

learning" struggles that have surrounded development policies and practices since the

1940s (Ho, 2008). CBAs are different from other development agreements and

community strategies because in most cases they represent a deliberation[2] between a

citizen/labour coalition and a private enterprise, which creates benefits that would not be

realized through traditional participatory channels (Baxamusa, 2008). The following

chart illustrates the way that the CBA can provide direct discussion between the

developer and the groups, which now have a circle around them which represents a

"coordinated coalition."

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[2] Baxamusa (2008) distinguishes between 'deliberation' as the adjustment of one's belief through
education and rational argument, as opposed to the more common 'negotiation' used by scholars and
practitioners to describe the CBA process. Both words will be used interchangeably throughout this
paper, however I concur with his statement that 'deliberation' is more precise, recognizing that there is
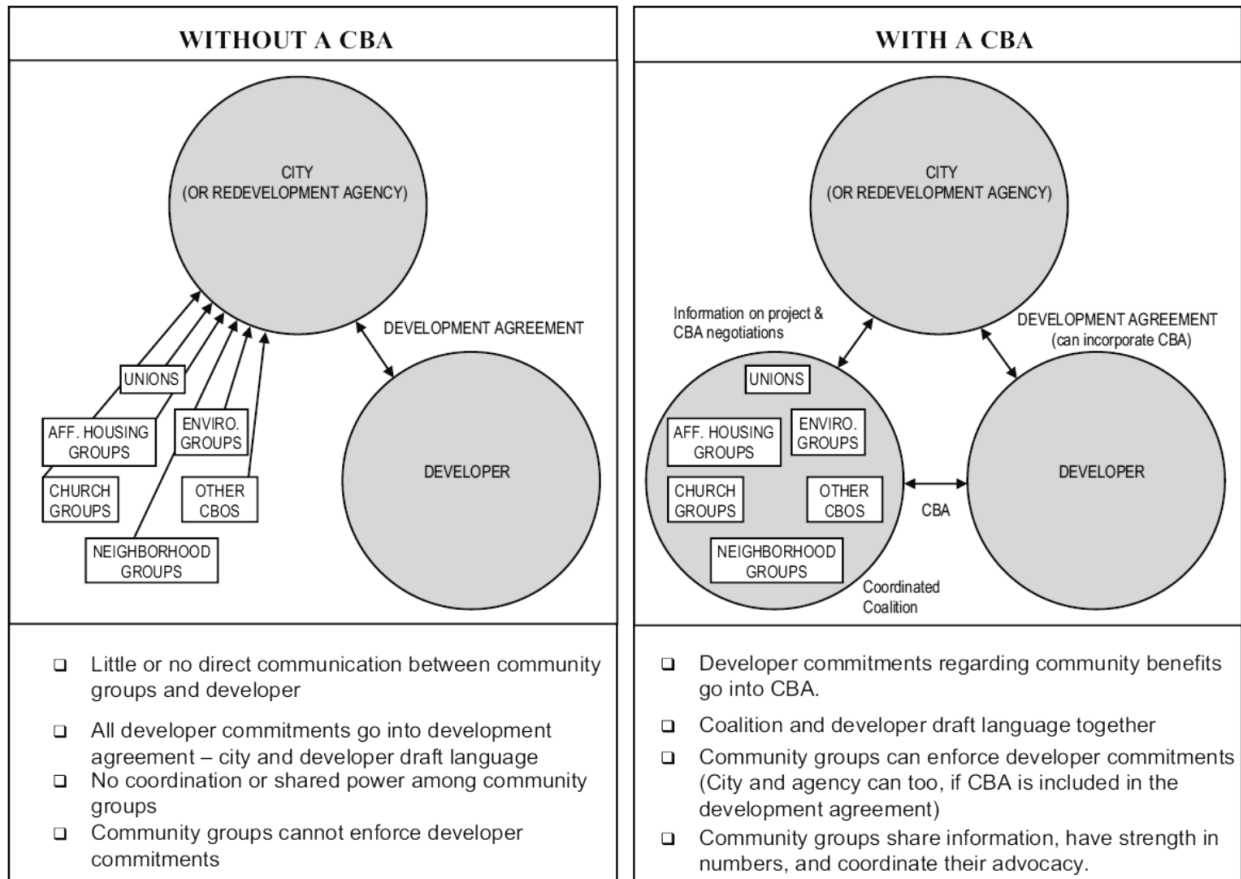negotiation within deliberation (Baxamusa, 2008).

"The first CBA appeared in 1998" in Los Angeles, pertaining to development of the Hollywood and Highland Center (Salkin & Lavine, 2008b, p. 301). That particular agreement between the developer and the community is credited in large part to the efforts of LA Councillor Jackie Goldberg, who had been lobbying investors for a Hollywood mega-project since her election (Meyerson, 2006). Goldberg capitalized on a combination of strategy and timing to entice the developer, draw attention to grant opportunities and use her connections to labour and community to forge this innovative CBA which negotiated a living wage for workers, a first source hiring program and union neutrality (ibid.). The contract created a sort of template, reproduced at the outset by

the "Los Angeles Alliance for the New Economy" (LAANE) and others after (ibid.), who have grown the CBA movement not only in California but across the United States and Canada.

In 2001, three years after the Hollywood and Highland CBA, the "pioneering" (Marcello, 2007, p. 658), and first "full-fledged"[3] (Salkin & Lavine, 2008a) CBA was negotiated and signed pertaining to expansion of a commercial/sports complex known as the Staples Center, again in Los Angeles (Gross, LeRoy, & Janis-Aparicio, 2005). The first phase of this residential, shopping and entertainment mega-project caused displacement, pollution and traffic problems and failed to deliver any of the benefits promised during the 'classic' public process (Marcello, 2007; Wolf-Powers, 2010; Salkin & Lavine, 2008a & b). When expansion plans were announced, the Figueroa Corridor Coalition for Economic Justice brought together local community organizations under their umbrella, including environmental, faith-based, health, immigrant, and tenant rights groups (Salkin & Lavine, 2008a) to negotiate with the developer. The developer required municipal subsidies, multiple rezonings, and public support to get them (Wolf-Powers, 2010). Therefore, the developer finally agreed to "an unprecedented package of concessions" (Romney, (2001) cited by Marcello, 2007, p.658) which included public parks and open space, recreational facilities, targeted employment geared toward area residents, and affordable housing (Salkin & Lavine, 2007). The CBA was also written into the development agreement, making it enforceable by the city as well as by the contracting community groups (ibid.). This "tremendous achievement demonstrate(d)

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[3] As Salkin & Lavine (2008a) discuss, while this was not the first CBA, it was the first negotiated directly between a community coalition and a developer as a stand-alone contract.

the power community groups possess when they work cooperatively and support each other's agendas." (Gross, LeRoy, & Janis-Aparicio, 2005, p. 12). It is from this point - around the turn of the century in Los Angeles - that the CBA movement is traced (Salkin & Lavine, 2008a).

As Wolf-Powers (2010) suggests, academic literature around CBAs to this point has been generated primarily by the legal community, the role lawyers play in working with community groups (see Marcello, 2007, among others), and the validity and viability of creating and enforcing contracts (see Salkin & Lavine, 2008a and b, Beach, 2008, and others). However, authors such as Bornstein (2007a and b), Ho (2008), Baxamusa (2008), Wolf-Powers (2010), and others are considering CBAs through the lenses of sociology, urban studies and planning. These new considerations have pushed the analysis of CBA's forward, examining the problems associated with the assembly and maintenance of CBA coalitions, democratic processes, participation and representation, and other topics, (Wolf-Powers, 2010). However, because of the relatively short time that CBAs have been in existence, the literature is still in its infancy (ibid.).

From the practitioners perspective, advocates and "think and do tanks" (Bornstein, 2007b, p. 11) such as the Partnership for Working Families, LAANE and Good Jobs First are focusing their efforts on creating practical, transferrable materials, including instruction manuals, websites, training modules and guidelines for emerging coalitions, political actors, and government bodies. These materials are emerging in acknowledgment of CBAs' growing reputation and effectiveness – among social actors -

for delivering specific and tailored benefits to communities affected by a development project or policy (Cummings, 2008).

The following three sections represent the literature that forms the basis for analysis of my case studies. Representation of the various interests and concerns of the local population, collaboration between the various groups and other strategic partners and the role of government in the negotiation process are themes that are present in most of the CBA literature and greatly influence the individual cases described herein.

Representation

Whenever a group or groups come forward claiming to speak on behalf of - or represent – others, questions regarding the legitimacy of that group – their "representativeness" – arise. As stated throughout this work, the direct and indirect consequences of inner-city redevelopment projects such as residential and retail displacement, traffic, pollution, increased housing costs, and rising taxes affect low income neighbourhoods and individuals more profoundly than do the new jobs, housing units, and tax base increases the redevelopment plans advertise (Wolf-Powers, 2010). As Camacho (2005a), and Been (2010) add, it is also these low income and minority neighbourhoods – neighbourhoods and citizens that have been systematically denied influence in local politics - that are most harmed by the bilateral negotiations between developers and entrepreneurial governments. Because CBAs are intended to secure direct benefits for the people most affected by the projects, it is very important to ensure

that these benefits reach the affected, but as Freeman (2007, p. 1) argues, "there is no mechanism to insure that the 'community' in a CBA is representative of the community."

According to Been (2010, p. 21) "One of the most common criticisms levelled at CBAs is that the agreements may not represent the wishes of the community." There are those, like Altshuler and Luberoff (2003), who argue that activists themselves, rather than disadvantaged community residents, have been the beneficiaries in early iterations or versions of the Community Benefit Agreement. Others continue to question whether CBAs have the direct community impact that proponents claim, citing targeted hiring agreements, a few living-wage jobs, and affordable housing deals for "locals" as problematic where public funds are being used (Wolf-Powers, 2010). As Freeman (2007) articulates, "If the signatories to the CBA were simply viewed as another interest group, that might be ok. But the CBA is being presented as illustrative of the development's community input, (and) this is not necessarily the case." Beach (2008) stresses how important it is for a coalition to truly embody the impacted community because it is too easy for developers and public officials to discredit a coalition by pointing-out underrepresented community groups. And while Gross (2008) specifies the importance of maintaining flexibility regarding the parties at the negotiating table, not restricting the number of "communities" participating in the CBA campaign, and not officially designating one of the groups as 'more' representative than another, there are concerns that this lack of accountability can entice a developer to focus on satisfying the individual needs of one particular group while ignoring the large slate of demands articulated by the coalition (Been, 2010) as part of a "divide and conquer strategy" (ibid. p.24).

Generally, while analysis of the lack of representation in the overall planning process is familiar in the literature (Bornstein, 2007b; Bezdek, 2006), there is very little understanding of what representation means in the context of a community benefit agreement coalition, how to define it, or how to ensure/create it. Authors such as Wolf-Powers (2010), Beach (2008), Been (2010), Freeman (2007), Gross (2008) caution, question and critique the representative nature of CBA coalitions in their individual works but there is a gap in the literature regarding the challenges CBA coalitions have had in actualizing, proving or justifying their representativeness.

Many of the most successful CBAs have been negotiated and signed by coalitions that represent dozens of groups (Bechtel D. , 2008). Groups such as "A Community Coalition for Responsible Development" (ACCORD) featured a coalition of twenty-seven housing, labor, community, environmental, and religious groups that came together in an early San Diego CBA. (Salkin P. E., 2007) The Figueroa Corridor Coalition for Economic Justice rallied over thirty community groups plus two larger broad-based groups; the Los Angeles Alliance for a New Economy (LAANE) and the Strategic Alliance for a Just Economy (ibid.). The "One Hill Community Benefits Coalition" in Pittsburgh boasted over one hundred local and national organizations (Greene, 2007) including representation from the Hill District Consensus Group, Pittsburgh UNITED, Find the Rivers Coalition, Central Outreach Center, Coalition of Black Trade Unionists, One Vision One Life, and the NAACP. (LaSalle, 2011)

Conversely, CBAs that have been negotiated by relatively small groups or coalitions have been subject to scrutiny, such as the 2005 Atlantic Yards CBA in Brooklyn which was negotiated by only eight community groups (Bechtel D. , 2008).

This CBA has been called "inherently undemocratic", (ibid.) with local residents

questioning the participation of citywide or statewide groups as the primary signatories,

some of whom were receiving funds from the developer (Rosar & Stodolka, 2008).

Unfortunately, identifying and creating large representative groups with a variety

of interests is not as easy as it may sound. Often these upstart community groups that

have coalesced around a polarizing issue or social purpose are unprepared for the level

of organizing and coordinating CBA campaigns require (Salkin P. E., 2007). As well,

"determining and prioritizing the goals shared among diverse community groups may

lead to conflicts among constituents supporting different goals" (ibid.). According to

Gross, LeRoy, & Janis-Aparicio (2005) creating a strong and committed coalition of

diverse actors with assorted interests is "critical because developers will often use a

'divide and conquer' strategy when dealing with community groups, making just enough

accommodation to gain the support of one group, while ignoring the concerns of others."

(p. 22)

Though Gross (2008) agrees that it is difficult to *prove* representativeness

regarding legitimacy questions within a coalition, he believes that these concerns are

not completely warranted because, "only a broadly inclusive coalition, composed of

organizations whose views carry some weight with the governmental decision makers,

is likely to have any success persuading a developer to negotiate with it. A CBA

coalition has every incentive to bring in as many community interests as possible in

order to build leverage" (ibid., p. 38).

Therefore, although the bulk of the literature stresses the necessity for representativeness within the group advocating for a CBA, little attempt to delve deeper into how the coalition built up and how they became "representative" has been undertaken. How did the coalition form, add members, address questions of its representativeness, and function are all questions that my work will highlight and begin to address.

Collaboration

It is important here to note that academic and practical literature regarding community benefits agreements commonly refers to community *coalitions*, which Berkowitz and Wolff (2000, p.2, quoted by Baxamusa, 2008, p.262) define as a "group involving multiple sectors of the community, coming together to address community needs and solve community problems." Using that definition as an example, analysis of a community coalition could reveal it to be representative, or collaborative, both, or neither: *Coalition*, when used in the literature, does not easily lend itself to differentiation between *representation* and/or *collaboration* – this is important because the literature frequently states that "coalition building" is integral to and a requirement of the CBA process (Gross, LeRoy, & Janis-Aparicio, 2005; Bechtel D. , 2008; Wolf-Powers, 2010; Gross, 2008). Laura Wolf-Powers (2010) specifies, CBAs generally begin and end with neighborhood-based groups – centred in proximity to a proposed development - collaborating with organized labor, affordable housing, environmental quality, public access, and/or other representative, larger scale organizations.

Notwithstanding the necessity of building a broad-based coalition, there is little practical information on how to go about constructing a representative and/or collaborative coalition. Perhaps this is because *it depends*. It depends on where in the class strata the group finds itself, what its broad purpose is, what ties it has to decision makers and local governance (Stone, 2005), and it depends on what permissions the developer needs in order to undertake the redevelopment project – at what level are the decision makers operating on? A well-composed, broad-based coalition allows for, and invites, individual grassroots organizations – that otherwise may not have the efficacy to garner the power and establish the relationships needed to affect change - to create a comprehensive assemblage of issues and concerns, acting as a sort of "balance of power" to the "growth machine" coalition (Baxamusa, 2008; Klein & Tremblay, 2010) (real estate, development, entrepreneurial government, etc.) that exists in every jurisdiction.

One approach that can be used as a framework for analyzing the role of different actors who participate in CBA negotiations is urban regime theory, a theory popularized by Clarence Stone (Stone, 2005; see also discussion in Klein and Tremblay, 2010). Stone's (2005) article about urban regime theory advances that politics is basically the arrangement and control of strategic relationships in a group setting, that differentiations in class and social strata provide the context for group action, and that groups at the bottom of the social strata must "enlist allies" (ibid., p.313) who have relationships with, or are, those in a different (higher) social strata. It is the idea of creating that partnership - or collaborating - within a fragmented and pluralistic society where

established relationships are preferred, that is one of the key components of the CBA process for Stone (ibid.).

Typically urban regime theory is applied to analysis of the 'growth machine' coalition (Baxamusa, 2008; Klein & Tremblay, 2010), but it is useful in analyzing the formation of coalitions, since it postulates that the "orientation of development" depends on the coalitions that are constructed and the social strata each of the collaborators occupies (Klein & Tremblay, 2010). How did the strategic partnerships evolve, at what level were the partners operating and how did these community conglomerates influence the development outcome?

Klein and Tremblay, (ibid., p. 569) state that, "if social actors are not at the table with corporate and elitist interests, they will be excluded from meaningful decision-making." Therefore, in order for well-meaning but disconnected community groups to impact the decision-making process they must establish and maintain strategic partnerships, collaborate with a variety of players, know when to mobilize certain elements at certain times, and identify new collaborators or partners when necessary. (Stone, 2005) However, other approaches have been utilized by Klein and Tremblay (2010) as a complement to urban regime theory in their analysis of collaboration in the Montreal context, namely the "collective action and resource mobilization" approach and the "neo-institutional" approach.

At its most uncomplicated, the ''collective action and resource mobilization'' approach focuses "on the capacity of actors to innovate by drawing on existing strategies or inventing new ones" (ibid., p. 569). How did the collaborators respond to

internal and external challenges, how did they utilize existing resources, strategically

partner, and employ the previous practical experiences and materials that had

contributed to previous CBAs? Evidence of the activities that highlight this approach to

analysis are quite evident in the cases chosen. Each of the coalitions responded to

external and internal challenges in interesting and novel ways, and many relied on

previous CBA work to inform their strategic development, organizing efforts and in some

cases their overall framework throughout the process.

The "neo-institutional approach" provides a basis for analyzing the capacity of

collective actions to influence the institutional framework (Hollingsworth, 2000). This

approach is concerned above all with the resolution of conflicts between actors, and the

types of cooperation and coordination shaped by compromises and prevailing

institutional arrangements (Klein & Tremblay, 2010). Bechtel (2008) provides some

direction regarding these institutional arrangements, suggesting that coalitions

incorporate as a not-for-profit, establish rules and by-laws to govern the coalition, define

membership and quorum, and 'sign-on' to overarching vision or purpose statements, to

ensure the group continues to move in the same general direction even when conflict or

diverging interests arise: practical advice in line with the "neo-institutional approach".

As Gross (2008) recommends, in order to ensure a "broad coalition" is part of

any CBA process, it is necessary for participants, organizers and actors to examine the

process that resulted in CBAs of the past, which is in keeping with the "collective action

and resource mobilization approach" utilized by Klein and Tremblay (2010). Gross calls

the review of previous (and current) coalitions a "fact-intensive inquiry into dynamics

that may be open to various interpretations… (but one) that is necessary in order to

protect perhaps the most important value of a CBA: its inclusiveness and democratic nature." (Gross, 2008) This is also reminiscent of the work that Klein and Tremblay (2010) outlined, combining the three analytical approaches in their analysis of coalitions in Montreal.

It is worth re-visiting here that one of the obvious potential collaborators in CBA coalitions are trade unions – a group that, as discussed, often has the resources, organizing and negotiating experience, and political clout to influence development agreements and public-private negotiations. However, as Angotti (1999), Levi (2001), and Kennedy & Tilly (2013) stress, there is a long history of mistrust and an inability for trade unions and community to work together for a variety of reasons. Notwithstanding these difficulties some, such as Simmons & Luce (2009), have touted the ability of community benefits coalitions to form and solidify labour-community coalitions and to overcome some of the problems that have previously plagued community-labour partnerships.

As has been highlighted, strategic partnerships and coalition building are important, nay essential, for CBA groups hoping to gain some leverage in any benefits struggle. However, thus far the literature has not looked specifically at "how" coalition building has been undertaken on a case-by-case basis. Instead, generalized advice has been suggested (Bechtel D. , 2008) and theories for analysis have been forwarded (Baxamusa, 2008; Klein & Tremblay, 2010; Hollingsworth, 2000; Stone, 2005) however these theories have not been applied to a range of cases and still do not answer the basic questions such as how are coalitions formed and sustained over time, how are negotiations undertaken, and how do negotiators remain accountable to the various

collaborators and interests? I intend to address some of these questions in the analysis of my cases.

The Role of Government

One of the more interesting debates in the CBA literature concerns the involvement of public officials in the negotiating process. The most common definition of what *qualifies* as a CBA is one that restricts the label to those deliberations that take place directly between a community coalition and a private developer (Gross, LeRoy, & Janis-Aparicio, 2005) as Figure 1 illustrates. In this example, and typical of the literature, the "CBA is a legally enforceable contract signed by community groups and a developer, setting forth a range of benefits the developer agrees to provide as part of a development project" (ibid.). Public officials in this definition are wholly absent. This definition, or some version of it, is cited by most articles, manuals or accounts of the topic.

As Cummings (2008) suggests there are "significant disagreements about what *counts* as a CBA" (p. 5), with some practitioners and academics choosing to keep the definition flexible to tolerate a broad range of practices and processes to be grouped under the CBA label[4]. Wolf-Powers (2010) demonstrates that development authorities and public agents are often involved in the negotiation and final approval of an agreement. Local officials, she points out, frequently aid advocacy groups and developers in implementing CBAs and supporting them through municipal programs. In

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[4] See Bornstein (2007a), Ho (2008), Baxamusa (2008), Wolf-Powers (2010), Epps-Addison (2012), Shappiro-Shellaby (2012) and the Institute for Wisconsin's Future among others for discussions of more broadly applied definitions.

some instances what is referred to as a "CBA" is in fact the result of community groups convincing local officials to enact general policies that affect all future projects in that neighbourhood, city, or county. As some authors (Been, 2010; Salkin P. E., 2007; Wolf-Powers, 2010) have noted it is not unusual for an elected official or local administrator to initiate, organize, or motivate the community coalition, the deliberation process, or the CBA itself. Some practical and academic CBA literature discusses the potential and proper roles of local government in the forging of new agreements.

For example, Been (2010), articulates "three broad options" for local government regarding community benefits agreements, formulated through consideration of the legal and land use planning aspects of the agreements and their potential to create "net benefits" for the parties involved. Option one is to move through the approval and permitting processes regardless of any community-developer pact. The second is to only consider a CBA if certain criteria (as set out by Been) have been met by the coalition, including accountability, representativeness and demands that are specifically "land use" related. The third to integrate an agreement or CBA process within the regulatory framework for land use planning procedures where government subsidies are concerned. Been's "broad options" fairly closely resemble the roles that Gross et. al. (2005) outline in their often-cited 2005 guideline document, "Community Benefits Agreements: Making Development Projects Accountable" which, as discussed, defines a CBA as an agreement between a developer and a community group.

When the involvement of public officials is recognized in the literature, analysis is typically critical of government's ability to equitably allocate resources (Bezdek, 2006) or decries the token and murky public-private partnership (Gross, LeRoy, & Janis-Aparicio,

2005). Beach (2008) argues that their exercise of police powers leads to displacement and Bornstein (2007a) warns of "co-optation" potentials. Still others criticize local authorities for, "controlling debate and making the development process more predictable for developers" (Smith, 2007, p. i). It is far from clear, in other words, that local government has the desire or capacity to act in the interest of community actors.

Authors, such as Wolf-Powers (2010, p. 15) have suggested that "local government is a key partner" in the creation, implementation, and enforcement of CBAs but that this "key partner" isn't always accommodating or constructive.   Wolf-Powers (2010) goes on to highlight instances of public officials and processes, "acting as gatekeepers", or outright blocking communities' attempts to organize or influence the development process through CBA campaigns. As well, the role and level of involvement of the government varies from case to case and over the life of a campaign.

However, where Gross et. al. (2005) are focused on maintaining coalition autonomy, excluding local government, and (re)capturing development benefits as a way to counteract the exclusionary public-private partnership, Been (2010) is more concerned about the burden the CBA could potentially place on the government, and the legal implications of becoming enmeshed in the creation and enforcement of these private agreements. Been (2010) summarizes that it is in local government's best interest to not integrate CBAs into the development approval process, but to ensure it remains a separate procedure to "limit the dangers CBAs pose." (ibid., p.35) These *dangers* are in some ways the corollary of the warnings offered by other authors as to the risks of including the public sector in CBA negotiations. This is not to characterize

Been's 2010 work as suggesting public participation in the development process is satisfactory for all citizens, or that development projects are delivering promised benefits without CBAs, but simply to offer a counterpoint to the common discourse on the topic.

In the end Been (2010) is as cautionary as other authors regarding the role of government in the CBA process, but her concerns around the collaborative nature and representativeness of the groups presenting themselves to the government as community coalitions, come from a completely different angle than other subject-matter experts. So, is there a role for government in the CBA process, and if so how will it be defined? Thusfar, the literature has demonstrated a varied and inconsistent role in the CBA process. How has government used their power to expedite, assist, and aid the CBA process or, conversely, block, negate and discredit citizen coalitions and their collaborators? These are all questions I will highlight in the cases and discuss in the conclusion.

Chapter 4: Research Objectives & Methodology

Research Objectives

This study seeks to analyze the nature and forms of public intervention with respect to mega- developments and public-private partnerships by examining select Community Benefit Agreements and how they are being employed to secure benefits from developments or the policies that implement them. The overarching themes that my work will focuses on are representation within the coalition, partnering and collaboration with national groups, and the role of government as discussed in the literature review. As suggested, the "recent" phenomenon of CBAs has not received much attention outside of legal journals, which often focus on the enforceability of the agreements themselves (Wolf-Powers, 2010). More recently scholars have looked at aspects of the CBAs, and applied some specific and generalized theories to their analysis but few if any have looked closely at representation, collaboration and the role of government in a comparative, qualitative way.

Methodology

In order to build a critical analysis of contemporary urban entrepreneurialsism, one must concentrate on the "surface vigour of ... the projects for regeneration and the underlying trends in the urban condition" (Harvey, 1989, p. 16). This work focuses on one of these underlying trends - the use of community benefit agreements. The cases selected and the interviews conducted provide the background for cross-referencing the 'best-practices' articulated in the academic and practical CBA literature. Analysis will be undertaken to identify gaps in the emerging body of literature, and to highlight strategic

divergences that assisted or hindered the coalition(s) during their formation and operation.

To undertake this investigation, I employ the multi-case method, which builds on single-case methodology such as that articulated by Yin (Stake, 2006). The single-case method is defined as an empirical inquiry that investigates a contemporary phenomenon within its real-life context, and in which multiple sources of evidence are used (Yin, 2003, p. 23). The multi-case method, as Stake suggests, is a research design for examining several cases linked together, or events at sites that have no programmatic relationship (Stake, 2006). This is done to better understand what Stake refers to as the "*quintain*" – the "whole" - of which each individual case is a part (Stake, 2006). Multi-case analysis seeks an accurate yet "necessarily incomplete" understanding of the phenomenon though articulation and cross-comparison of the parts and their relation to the *quintain* (ibid.). This is an effective method for researching Community Benefits Agreements (aka the *quintain*) because each CBA case differs immensely from one to another, yet each has universal traits as well. The most common being that they are all, in some way, a redistribution agreement arrived at through community participation.

In multi-case analysis, studying the phenomena for their common characteristics, but also their "situational uniqueness" is important, "especially complexity and interaction with background conditions" (Stake, 2006, pp. ix-x). The CBA cases are the multiple phenomena and their characteristics and complexities are highlighted through my interviews, press releases and other materials generated during and after the campaign. Multi-case studies make use of a range of data sources, which yield information that is then triangulated to converge on the final results.

The main methodological tool for acquiring my data was the semi-structured interview. In a semi-structured interview, the researcher draws upon an interview guide which contains questions they have prepared, the nature of which are predominantly open-ended (Bryman & Teevan, 2005). Semi-structured interviews are a suitable method for a descriptive and exploratory study such as this, as the interviewee is given freedom regarding their response(s). This flexibility in turn allows subjects to describe events and processes that they consider important, rather than being limited to preconceived choices established by the researcher/interviewer. The intention here is that subjects' experiences generate new hypotheses about community benefits agreements.

In addition to flexibility, there are numerous advantages to using semi-structured interviews. Interviews in general are useful for understanding the rationale guiding people's choices while taking into account context-specific information (Schoenberger, 1991). Additionally, interviews can reveal relationships, affiliations and connections - vital for understanding of social networks – that may not have been obvious or described if using another research method. The open-ended/semi-structured nature of the interview questions helps reduce the risk of "leading the witness" which can be a flaw when interviewing subjects.

Overall I undertook twelve telephone interviews and received one written response to my open-ended interview guide. I narrowed down my search from thirty-one potential CBA candidates to the ten that I have included in my work. The cases were chosen based on their varying approaches to the community benefit agreement struggle.   Each case demonstrates a different way of getting to the end result, and

although they are all part of the same "quintain", their differences are as interesting and important as their common elements. Each of the community benefit campaigns discussed was carried out in the United States within the last fifteen years. Each of the interviewees played a key role in the individual campaign or coalition and thus has provided primary data for the analysis. Where necessary I have cross-referenced the CBA process/agreement with other sources such as newspaper articles, websites, reports, materials created during the campaign, as well as the agreements themselves, where available.

Cases, City, Interviewee and Research Materials Used

CBA Identity/Group	City	Interviewee(s)	Research Materials Used
Hill District CBA	Pittsburgh, PA	Carl Redwood	- Semi-structured interview - News Articles - Coalition Website - Materials and presentations generated by association
Shaw District CBA	Washington, D.C.	Dominic Moulden	- Semi-structured interview - News Article and Report - Association Website(s)
OaklandWORKS	Oakland, CA	Margaret Gordon Kitty Kelly Epstein Robyn Hodges Carroll Fife	- Semi-structured interviews - News Articles and Report - Association Website
Longfellow/Purina Mills CBA	Minneapolis, MN	Melanie Majors	- Semi-structured interview - News Articles and Report - Association Website - CBA Agreement
Los Angeles Airport (LAX)	Los Angeles, CA	Reverend Smart	- Semi-structured interview - Newspaper Articles - Association Website - CBA Agreement
Canal Side Community Alliance	Buffalo, NY	Micaela Shappiro-Shellaby	- Semi-structured interviews - Newspaper articles - Association website

			- Semi-structured interview
Park East Redevelopment Compact (PERC)	Milwaukee, WI	Jennifer Epps-Addison	- Semi-structured interview - News articles - Association & affiliate websites
Faith Coalition for the Common Good	Springfield, IL	Shelly Heideman	- Semi-structured interview - News articles - Association & affiliate websites
Bassett Creek Valley/Harrison Neighbourhood	Minneapolis, MN	Larry Hiscock	- Semi-structured interview - News articles and report - CBA Agreement - Other materials and presentations generated by association
Peninsula Compost / South Wilmington Coalition for a Sustainable Community	Wilmington, DE	Marvin Thomas	- Semi-structured interview - Newspaper Articles - Association Website - CBA Agreement - Other materials and presentations generated by association

Figure 2: Cases, Interviewees and Research Materials

Chapter 5: Case Studies

This chapter turns to the case studies investigated. The aim of the chapter is to introduce the various cases in terms of the agreements sought, key actors involved, the various goals, the negotiation and mobilization processes pursued, and the outcomes produced. Analysis of representation, collaboration, and the role of government are discussed in the subsequent chapter.

Pittsburgh, PA: Hill District CBA

The Hill District in Pittsburgh, PA is a neighbourhood long familiar with redevelopment plans and the negative effects that go along with them. In the late 1950's the neighbourhood experienced an urban renewal scheme that saw the displacement - through eminent domain - of over eight thousand residents to clear land for the Pittsburgh Penguins hockey arena and associated parking (The Carnegie Library of Pittsburgh, 2012). The citizens of Hill District were determined to not let that happen again, so soon after redevelopment plans were unveiled regarding a new larger hockey arena, the One Hill Community Benefits Coalition was formed. This group was born out of the existing Hill District Consensus Group which had been studying Community Benefit Agreements from California, knowing that, "the struggle would come to the Hill at some point" (Redwood, 2012). In March of 2012, I interviewed Carl Redwood, chairperson of the Hill District Consensus Group and executive committee member of the One Hill Community Benefits Coalition.

The One Hill Community Benefits Coalition was comprised of over one hundred local and some national partners, and began to gather momentum after their first

coalition meeting in early 2007 (Greene, 2007). Groups involved in the coalition included the Hill District Consensus Group, Pittsburgh UNITED, Find the Rivers Coalition, Uptown Community Partners, Central Outreach Center, Coalition of Black Trade Unionists, Hill/Oakland Job Links, Uptown Residents Blockworth, Mon Valley Unemployed Committee, One Vision One Life and the NAACP (LaSalle, 2011), among others. It is worth noting that Pittsburgh UNITED was aligned with the national groups ACORN, Sierra Club, and the Partnership for Working Families and was therefore backed by organized labour (Redwood, 2012).

Throughout the process there were tensions regarding various members – who was to be involved, what their involvement would be, etc. - but since the successful implementation of the CBA, many groups have expanded their reach and formalized new partnerships including some union groups that did not want to work together previously (ibid.).

Through several meetings and visioning sessions in the summer of 2007, the One Hill Coalition put together a list of community "planks." These planks, organized as part of the document "Blueprint for a Livable Hill," included important community concerns such as a community-driven master plan to build a livable community, a community improvement fund, family sustainable jobs (i.e. living wages), first source career opportunities that would promote hiring and training and provide support for local residents, establishment of a grocery store as the local economic anchor, a community/multi-purpose center, historic preservation, green space, and policy commitments to ensure CBA enforcement (Greene, 2007).

Over one year was spent negotiating between the One Hill Coalition, representatives from the Pittsburgh Penguins, and public authorities such as the Sports and Exhibition Authority, The Pittsburgh Urban Redevelopment Authority and City of Pittsburgh and Alleghany County representatives; with some reportedly contentious moments described by Mr. Redwood. With the history of "splits" in the neighbourhood, there were splinter groups that tried to challenge the authority of the large coalition and usurp power – even attending meetings as "community leaders". This "backroom deal coalition," as Mr. Redwood describes it, was in the room at the first meeting and derailed the talks for months, causing the City and the Developer to suggest the negotiations were invalid due to community squabbling and concerns about which group really represented the community (Redwood, 2012).

The One Hill CBA was signed in August of 2008 and was Pittsburgh's first recognized Community Benefits Agreement. The agreement secured many tangible benefits for the community including;

• $2 million donation for the creation of a large grocery store, which has been lacking in the Hill District area for years

• Card check agreement, which prohibits developer interference with how the workers choose union representation.

• Creation of a multi-purpose center for youth, families, and seniors with reduced/no fee membership for low-income residents

• First source hiring for construction jobs and all those employed by businesses contracted or leased with the Penguin's Arena

• Outreach for minority contractors.

• Construction of first source employment center

• Creation of the "Neighborhood Partnership Program," which provides up to $6 million to support economic development, drug treatment and mental health services, and youth program.

• Requirement that all jobs connected to the development will abide by the wage standards for each designated industry (ranging from $12 - $30 per hour) and include health benefits.

Along with these successes, the community ensured they would be part of the planning and implementation of future development in the Hill District through an agreement to freeze development for two years while a Master Plan was developed for the district. With four of the nine members of the planning steering committee coming from the district, and near consensus required for all decisions of the committee (One Hill Neighborhood Coalition, 2008), this was a positive step for a community that had been traditionally shut out of participatory processes.

According to Mr. Redwood, the 'backroom deal coalition' lost its legitimacy during the process because they did not do any community organizing and were rarely present at community meetings. Therefore, the One Hill Coalition was able to demonstrate that they truly represented the community, notwithstanding the efforts of this other group (Redwood, 2012).

Even with the involvement of Pittsburgh UNITED (backed by national labour interests), the developer was able to get local construction unions to speak out against the coalition. In an attempt to undermine the authority of the group, unions stated that the CBA process takes away from their traditional benefits (Redwood, 2012). Because labour unions regularly sign their own construction labour agreements on a project by project basis (considered by some to be a parallel process to the CBA), they are not typically concerned with the more broad based community goals such as the "community planks" described above.

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Washington, D.C., Shaw District Community Benefits Agreement

The Shaw District of Washington D.C. is an historic neighborhood in central Washington and for almost a century has been home to a predominantly African American community (Juskus & Elia, 2007). Urban renewal debacles and civil rights riots in the 1960s left the neighbourhood in a poor state both physically and psychologically, but a 2005 city initiative created the Duke Plan (named after Duke Ellington) to attract new businesses to the "economically depressed district" and spur revival (Lavine, 2008c). Enveloped by revitalized (read gentrified) neighbourhoods, a local community group – ONEDC (Organizing Neighborhood Equity in the District of Columbia – ['OneDC' hereafter]) - began to articulate how revitalization of Shaw could be equitable and accountable: Guarding against the negative impacts of gentrification and displacement while encouraging thoughtful redevelopment that benefits the local residents (Moulden, 2012; Lavine, 2008c). After undertaking an independent land assessment of their neighbourhood and outlining some principles for future development in the District, OneDC brought their value statement to the metropolitan-wide National Capital Revitalization Corporation. This semi-private redevelopment corporation was created to facilitate deals between developers and blighted lands, including some of those in the Shaw district (Juskus & Elia, 2007). The public development corporation did not accept the OneDC statement, and it was discovered soon after that a partnership to develop a valuable tract within Shaw was being negotiated. Quickly, OneDC reworked their principles basing them specifically on the redevelopment project and threatened community protests at the permit and zoning

hearings (ibid.). Following years of work on the principles and a couple of years negotiating this specific project, OneDC signed D.C.'s first CBA with the City's development corporation and a private developer (Lavine, 2008c). On February 23, 2012 I interviewed Dominic Moulden, the Executive Director of OneDC, which grew out of 'MANA CDC', a Washington based grassroots coalition.

MANA - a local community advisory group - predated OneDC and focused on securing rights for low income people of colour around housing, land and income. OneDC emerged as a 'new entity'[5] from MANA to make use of CBA processes in combating displacement. Group strategies centred on resident led organizing and local economic development to foster community control over the processes of gentrification and displacement (Moulden, 2012). In the end the coalition did not feature many partnerships with other local or national non-profits, organizations or external supporters, but focused primarily on long-time residents to create their neighbourhood alliance (LaSalle, 2011). National advisory groups including 'PolicyLink' and 'Good Jobs First' were contacted during the assessment phase, before the development plans for the district were announced (Juskus & Elia, 2007). While a leadership group worked to arrange meetings and keep things moving forward, the agenda, the actions and the decisions were all made by consensus through the community at large at bi-weekly meetings. Everyone was a volunteer – there were no paid positions – and the group was continually canvassing the neighbourhood trying to bring more people in. According to Mr. Moulden one of the strengths of the group was its diversity (Moulden,

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[5] A new entity officially, though members of the group had been locally active since the early 80's and working on CBA materials since 2003 (Moulden, 2012). This was, in essence, a name change.

2012). "Diversity ... was both a strength and a weakness", because everyone was welcome at the meetings but this sometimes made the process slow or difficult because of the array of interests. "In the end the big issue ends up being a class issue" (ibid.). Local churches, a family-support collaborative, and the 'United Planning Organization'[6] were involved during the community building process (Juskus & Elia, 2007).

There were a few moments of conflict, such as when the advisory neighborhood commissioner (see footnote 3, next page) dropped out of the OneDC committee because he felt that the newer (largely white) residents were not being represented, as OneDC was admittedly focused on the long-time residents. However, according to Mr. Moulden there are many within OneDC who are white – even some meetings that featured all white residents – so the group stood by their mandate and pushed forward without this "little mayor's" (Moulden, 2012) support. Others tried to question the legitimacy of the group as being representative, but this did not stand up to scrutiny because those who actually lived in the community were familiar with the group and the faces of the organizers – some had been working locally since the early 80's – so the question of representation was not difficult to overcome with the people who mattered (ibid.).

Another point of contention was realized over time. When the coalition began they had the support of over 17 groups and foundations across Washington, but in the end there were only four. This erosion was due, according to Mr. Moulden (2012), to

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[6] A Washington D.C. not-for-profit planning advisory group established in the early 1960's (United Planning Organization).

statements that OneDC were not working in the interests for the advancement of the greater city. Questions also arose regarding the group's tactics of a City Hall 'sit-in' and a demonstration at the Mayor's house, among their activities that did not sit well with the partner organizations; they did not want to see "poor people exercising their power" (ibid.).

The group was structured around the main points described in the CBA; affordable housing, creating jobs for local people, small business improvement and a community fund. The community fund was introduced because the developers were receiving "so much money from the government, we wanted to ensure that a portion of the money went to address community issues in the neighborhood (ibid.).

The negotiations featured representatives of the developer, the government (who owned the land and were providing subsidies), the elected 'advisory neighbourhood commissioner'[7] and OneDC – based on their long-standing presence in the community. The group at the table on behalf of OneDC was big; chosen by the entire coalition primarily based on tenure and knowledge with each member representing hundreds of community members in their respective groups (Moulden, 2012). All decisions were brought back to the larger group where one member gets one

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[7] The Advisory Neighborhood Commissions (ANCs) are a form of 'neighborhood democracy' in place to consider a wide range of policies and programs affecting their neighborhoods, including traffic, parking, recreation, street improvements, zoning, economic development, police protection, sanitation, etc. (District of Columbia, The). They are represented by locally elected neighbourhood leaders - "little mayors" (Moulden, 2012) - who sit on an advisory board made up of all the neighborhood leaders citywide. The ANCs are the body of government with the closest official ties to the people in a neighborhood (District of Columbia, The).

vote, however the "leadership group" did make decisions based on direction from the group at large and community strategy created previously.

At the beginning of the negotiation process - between the articulation of principles, the shift to the actual development and the signing of the eventual CBA – local officials were supportive of the work of the coalition. However, by the end the newly elected Mayor (not in power during talks) did not want to honour the negotiated agreement, and the same Deputy Mayor who had worked on the negotiations publically lied about agreeing to some of the terms in the CBA (Moulden, 2012). The government, developer and other community leaders imagined OneDC were going to give up, or give in, because the neighborhood had changed so much: new middle-class residents, displaced people and the time involved in volunteering and negotiating. However the actions by the elected officials strengthened the resolve of OneDC to work even harder; stepping up their organizing and exercising their power to change the local government policies (ibid.).

In 2005, as stated, Washington D.C.'s first Community Benefits Agreement was signed between OneDC, the developer and the City. The agreement features many of the equitable-development principles that district residents had originally proposed including affordable housing, employment opportunities and job training, local business space and the community development fund (Juskus & Elia, 2007).

However, as OneDC's Executive Director, Dominic Moulden has some criticisms of the CBA. He does not believe that this particular document is perfect and it could be improved upon; for one, the document does not have enough enforcement clauses

and/or ways to seek compensatory damages. It needs more restitution regarding the social impacts of development, for oversight, enforcement and penalties for violation. As well, Mr. Moulden laments the fact that the volunteers and organizers of OneDC haven't been paid for any of the work that they've done. While it makes the process more difficult – finding volunteers, working long hours, etc. he does recognize that it "keeps our hands clean, because no money is going to the committee members or organizers." (Moulden, 2012).   Finally, it is not likely that OneDC will be signing on to subsequent CBA's "because it's just too much work" (ibid.). "You need a full time legal team to counteract all the loopholes that the government and developers can find to get out of the agreement, or to manipulate the language in the agreement and the enforceable clauses" (ibid.). However, according to a 2008 Washington Times article, groups like OneDC, who help residents to keep their homes in the face of redevelopment pressures, are helping the neighbourhood realize its potential while allowing local residents to benefit from the change (The Washington Times, 2008).

Trying to provide opportunities for residents to stay in the neighbourhood proved challenging because of differences in income calculations being used by the development corporation and OneDC. The government always used "area median income" to set the affordability number, but that median is $106 thousand dollars - way too high for most of our long-term low income residents, whose median income is closer to $35 thousand/year. The City's idea of affordable, based on their inflated median income, was set around $1 100/month to rent 500ft^2 units – again, this was way too expensive for most of the people in the neighbourhood, but the inflated numbers arrived when the calculation included the surrounding, gentrified neighbourhoods. The OneDC

number was based on the low income community need, not the average of all area residents (Moulden, 2012).

OneDC was informed during the negotiations that the developer would be receiving approx. $12 million dollars in funding from state and federal agencies through tax increment financing and a rental housing subsidy. In the end, the developers actually accessed upwards of $25 million, and OneDC were not made aware of this during the negotiations; according to Mr. Moulden, the committee would have raised their benefit demands if they had have known this (ibid.).

Finally, when asked if the Shaw District Community Benefits Agreement had reduced displacement, Mr. Moulden answered and emphatic, "No".

"The CBA has not slowed or stopped displacement. However if an enforceable document, with the proper clauses and compensation penalties, with proper language around the affordability calculation was drafted, this could definitely stop displacement. It's the poorest of the poor that are being displaced. If we do another CBA, it will have to be a *city wide policy document* that makes statements about all public land, all public spaces and development throughout the city where these investors are receiving huge amounts of public money." (Moulden, 2012).

Oakland, CA: Army Base Redevelopment/OaklandWORKS

The enormous Oakland Army Base closed in 1994 and the land was turned over to the city of Oakland and the Oakland Port Authority in 2006 by the U.S. Federal Base

Reuse Authority. The redevelopment plans include an expansion of the existing port - already one of the world's largest – a rail terminal, warehouses and potentially an office park. (Kerr, 2010) The reuse of the Army Base had been discussed with developers and a labour-cum-community group called ReviveOakland (ibid.) when then Mayor Ron Dellums heard about the meetings. Mayor Dellums sent a staff member over to observe: She discovered "approximately 35 white men in the room discussing how ... the redevelopment was going to be about community" (Epstein, 2012). But nobody was there representing the visible minorities (African-Americans, Latinos, Southeast Asians) who make up such a huge portion of Oakland and specifically West Oakland (ibid.). When the Mayor heard about this he suspended the meetings and demanded inclusion of actual community representatives. The City of Oakland had already stated publically that "social equity and balanced contracting ... [as well as] a community benefits component MUST be included in any Base reuse or redevelopment project" (Hodges, 2012), when the land was acquired. It was evident to Mz. Epstein and many others that the "community needed an independent voice that addresses issues of not being employed, and not getting those jobs" (Epstein, 2012).

From there OaklandWORKS evolved; a West Oakland based advocacy alliance whose mission is to organize in conjunction with Oakland's underrepresented and underserved communities in the areas of economics, social, and environmental justice, focused primarily on the redevelopment of the Army Base lands (OaklandWORKS, 2011). My interviews included four members of the OaklandWORKS coalition; Robyn Hodges; co-founder, strategist, researcher and representative for OaklandWORKS, Margaret Gordon; Co-Director of the West Oakland Environmental Indicators Project

and OaklandWORKS member, Kitty Kelly Epstein; Author, Instructor at Holy Names University and PUEBLO member (see below) and Carroll Fife; then a student volunteer with OaklandWORKS.

The OaklandWORKS coalition was formed in 2009 by many volunteers and existing groups including representatives from "Leadership Excellence", "PUEBLO", "West Oakland Environmental Indicators Project", "Oakland Black Caucus", "John George Democratic Club", "NAACP", "Oakland Natives Give Back" and "Oakland Parents Together" (OaklandWORKS, 2011). While these are the principle groups involved in OaklandWORKS, according to sources there was another *'community group'* present during CBA discussions.

"Another group at the table [name withheld by interviewee] was working with contractors, business owners and those institutions that have historically restricted people of color from certain positions in Oakland. They were doing the same type of grassroots organizing, but with the completely opposite strategy. Saying the same things as [OaklandWORKS], but ... working to maintain their own interests and not worry about the outcome for the community. They were diametrically opposed to the mission of OaklandWORKS". (Fife, 2012)

As Margaret Gordon states, ReviveOakland were still at the table because "the Mayor did not want to split one group over another", though we knew that they were not working for the community (Gordon, 2012). ReviveOakland is a sub-group of the East Bay Alliance for a Sustainable Economy (EBASE), who according to their website "address the root causes of economic injustice by developing strategic alliances among

community, faith, and labour to build power and create change with low-income workers and communities of color." (East Bay Alliance for A New Economy). One of the overarching statements made at the new meetings was that no person or entity would financially benefit from any agreement made regarding the Army Base Redevelopment (Hodges, 2012); this was likely intended at the coalition groups, and not the developer.

Overall, OaklandWORKS sought to remedy the under-representation of the West Oakland community in the City's planning process, the developer/labour/city discussions regarding the Project Labour Agreement and the 'local' hiring of individuals or firms. As well, the prime contractor was known to the community and had a reputation for not engaging local firms and by-passing community opposition when securing public subsidies for projects. Environmentally, OaklandWORKS sought to ensure buildings would be LEED certified and comprehensive strategies would be created to combat pollution and possible public health issues during the cleanup, construction and operation of the expanded Port of Oakland (Hodges, 2012). "The (OaklandWORKS) coalition was formed around the idea of jobs; jobs in the community, jobs for the community (Latino, Black & Southeast Asian)", (Epstein, 2012).

After the initial meetings between ReviveOakland and the Port Authority were suspended and their work rebuffed, renewed meetings now included OaklandWORKS, ReviveOakland, a developer and the Port Authority; these were facilitated by an Oakland Council member. There was also a jobs task force within the greater group who would discuss the finer details and bring them back to the negotiation table (Epstein, 2012). Negotiations continued for approximately nine months and what finally

went to City Council was the negotiated agreement; with consensus from the group at the table (ibid.).

On February 7, 2012 Oakland City Council passed "guiding principles" for the redevelopment of the former Army Base. The principles include important items such as work hours dedicated to Oakland residents and first priority hiring for West Oakland-ers. 25% of apprenticeships and operations jobs reserved for low income, formerly incarcerated or other "disadvantaged" workers and employees are free to unionize if desired without employer interference (Bechtel M. , 2012), among other items. Subsequent negotiations will be undertaken to discuss the PLA and the actual Community Benefits Agreement, at which time both OaklandWORKS and ReviveOakland will be part of the negotiations from the outset.

This is an interesting case because of the complicated nature of the "community representation" aspect: Labour groups backing ReviveOakland, the former Mayor's office involved in OaklandWORKS, actors and participants that don't speak of the 'overall' struggle (ie. no mention of OaklandWORKS in ReviveOakland's press). One of the reasons for the divide was the traditional position that labour unions have with regard to negotiating and signing a "Project Labour Agreement" (PLA). OaklandWORKS pushed instead to craft a 'community labour agreement' to encourage the hiring of low income residents and people of colour which, according to Margaret Gordon, "would change the whole paradigm of how these labour groups worked". In fact, she continues, "We did a lot of strategic planning [reports, analysis, ideas], which confused a lot of folks at the table, allowing us to challenge a lot of the [traditional] thinking during the negotiations. A lot of people also didn't know that this would be such

a long, drawn-out process. We surprised a lot of folks with our level of preparation and expertise once [OaklandWORKS] got to the table."

Minneapolis, MN; Longfellow/Purina Mills CBA

In February of 2008 the Greater Longfellow Community Council Executive Director Melanie Majors signed the "Purina Site Development Community Benefits Agreement" on behalf of the coalition, along with the developer of the site Capital Growth Real Estate (Majors, 2012). This long abandoned dog food factory sits beside three stops of the City of Minneapolis' "Hiawatha" light rail corridor. Because light rail is intended to spur development, the City rezoned the former factory lands to "Transit Oriented residential Development (ibid.). In January of 2012 I interviewed Melanie Majors – the Executive Director of the Greater Longfellow Community Council – for her synopsis of the process that lead to the Minneapolis' first enacted CBA.

The Greater Longfellow Community Council (LCC) represented the four surrounding neighbourhoods to the former pet food facility; Longfellow, Cooper, Howe and Hiawatha. Each of these neighbourhood associations had equal representation on the Council's Board of Directors and worked together to craft and implement the agreement for reuse of the site. The developer had articulated his vision for the site, "a model of transit oriented development", but the community wanted to be part of the process; the Community Council knew the development vision could be better (Alliance for Metropolitan Stability, 2008). According to Majors (2012), the LCC reached out to other organizations and groups who had undertaken the CBA process, but never

formalized any relationships and because CBAs were relatively new, there wasn't a lot of support available. Nearby 'Harrison' neighbourhood was also approached to participate, but aside from offering some academic advice did not join the coalition (see Harrison, below). The alliance came together rather effortlessly, with issues of trust focused more on the development itself rather than between neighbourhoods or council members because the residents and the neighbourhood associations "all have the same thing at stake" (Majors, 2012). There was some assistance provided by the Alliance for Metropolitan Sustainability regarding the CBA process, etc.

For the developer, because Federal and State grants for site redevelopment were expiring, Capital Real Estate Investments needed the support of the LCC in order to ensure the grants were available, as well as for support at subsequent hearings before Minneapolis Council (Majors, 2012). Therefore, the developer was willing to pursue this CBA. For the LCC, the CBA idea was always about affordable housing, cleanup and reuse of the abandoned site (ibid.).

The Executive Director and the Board Members of the LCC were also the *de facto* "CBA Advisory Committee" who negotiated the deal with the developer. At-large community meetings, advertised throughout the neighbourhoods, discussed the items addressed by the negotiating team (CBA Advisory Committee) and put them to a vote. There was also a Community Council derived "technical advisory group" of architects and landscapers that worked directly with the developer, at the behest of the community, to provide input into the proposed designs (Majors, 2012). Negotiations were open to whoever wished to attend, but there is no recollection of anyone, aside from City and State observers, attending.

In essence, the Executive Director was given the mandate to move forward in articulating and entering into the CBA with the developer. The Board gave the ED this directive, but all decisions had to be vetted through the community before they were added to the draft CBA (ibid.). The only real 'sticking point' during the negotiations was the idea of tying the CBA to the land title as a deed restriction. The community felt that this was the one place the agreement would have any teeth – the idea that when the developer sold building lots, CBA components would be tied to the deeds; in the end the developer did not agree to this. Following a two-year negotiation period the CBA was signed and notarized in 2008. Interestingly, Majors suggests that the CBA can eliminate some of the need for trust between the developer and the community because you are negotiating the agreement and putting it down on paper, rather than listening to the developer make promises and then not keep them (Majors, 2012).

The purpose of this CBA was to specify the goals of the coalition in order to maximize the benefits of the "Purina" site during construction through to operation (Majors, 2012). This included that at least 30% of the total units constructed be affordable rental units (exceeding City requirements (Alliance for Metropolitan Stability, 2008)), and no more than 60% of the units in any one building may be "affordable rental units." The CBA also stipulates living wage standards, forbids "big box" retailers and requires 30% local "Twin City" retailers and 10% "Community Based Small Businesses" (by retail square footage), also defining these terms (Rosar & Stodolka, 2008; Longfellow Community Council, 2008). The Longfellow CBA also included provisions in case it is broken, an Implementation Committee that oversees and monitors the CBA

components, and a binding arbitration clause directing parties to seek an injunction if "irreparable harm" is done (Longfellow Community Council, 2008).

Unfortunately, the developer went out of business in 2009 and was unable (and not required) to fulfill any of the obligations requisite of the Community Benefits Agreement, including paying LCC members $7,500 to attend meetings on their behalf with the City, after the agreement was signed. Because the CBA was not tied to the land or the development agreement, and because the City was not a signatory (by its own design) a CBA would have to be renegotiated in order for the community to gain the direct benefits outlined in the original agreement. The lands were subsequently acquired by a locally known developer with solid financial backing and a "stellar track record", who decided that he would work with the Community Council even though he had a certain level of trust in the community, and in Minneapolis generally (ibid.).

Managing expectations and selling the idea of a CBA to the community was something that Mrs. Majors described as a key role during the process: The fact that you're asking the community what it wants and involving them based on that ideal and that the developer may have something else in mind, may be forced to do something based on financing, or may have some regulatory hurdle to overcome that restricts or eliminates what the community has asked for. "In the end they (the community) still get what is possible rather what it imagined or envisioned" (Majors, 2012). As Dale Joel, partner with Capital Growth Real Estate (the project developer) echoed, "community groups expect developers to make promises on issues that, in the end, we don't have complete control over. A lender could throw a requirement at the developer at the end of

the process that may conflict with a CBA that's already been negotiated and signed" (as cited in Gerber, 2007).

Another observation Majors makes is that during the negotiation process there is no shortage of information, and that this needs to be controlled because too much information can risk turning people off of the process – just by the sheer volume that disseminates from the research, negotiations, etc. "We really need to ensure we only release critical or pertinent information" (Majors, 2012).

Los Angeles, CA; Los Angeles Airport (LAX) CBA

The $11-billion dollar expansion (Salkin & Lavine, 2008a) of the world's 5th largest airport – LAX – had been planned for some time, and in 2001 the Environmental Impact Statement was released to the public (Baxamusa, 2008). The airport is situated near South-Central Los Angeles, which saw rioting in 1992, due in part to Latino and Asian immigration into low income African-American neighbourhoods (Bergesen & Herman, 1998). Los Angeles airports, including LAX, are administered by Los Angeles World Airports (LAWA); a department of the city of Los Angeles which is governed by an appointed Board of Airport Commissioners (Baxamusa, 2008). Due initially to community health concerns over an expanded airport – with 34 schools within one mile of LAX - the City of Los Angeles reworked the proposed expansion plans and added several regional public hearings to promote the alternative (ibid.). Over the next few years, community, environmental and labour groups – along with neighbourhood residents - became more conscious that their individual concerns were not being

addressed by LAWA through the additional hearings and workshops (ibid.). When a representative from the Los Angeles Alliance for the New Economy (LAANE) suggested to the Mayor that a Community Benefits Agreement may alleviate some of the problems associated with airport expansion planning, negotiations for the LAX CBA were underway (ibid.). Revered William D. Smart Jr., director of training and outreach for LAANE, and chief negotiator with the LAX Coalition (Smart, 2012) agreed to speak with me about the Los Angeles Airport CBA in March of 2012.

The LAX coalition for Economic, Environmental and Educational Justice was formed generally along the lines of school, environment and job quality concerns (Baxamusa, 2008) as their name suggests. This multi-ethnic group crossed many persistent boundaries coalition-forming often encounters, incorporating community members, environmental activists, school administrators, political organizations, various religious associations, and labour representatives (Gross, LeRoy, & Janis-Aparicio, 2005) into their group. The coalition was a multi-racial, multi-topical coalition that featured between 22 and 27 representative associations (see Baxamusa, 2008; Gross, LeRoy, & Janis-Aparicio, 2005; Salkin & Lavine, 2008a and b; Smart, 2012). When the group was assembled there were no "national CBA organizations" but the coalition did enlist the help of some broad organizations such as the coalition for clean air and national unions like the SEIU (Service Employees International Union) and the International Brotherhood of Teamsters (Smart, 2012). As well, veteran advocacy group LAANE were involved from the beginning, having crafted the pioneering Staples Centre CBA (Marcello, 2007) and other Los Angeles agreements, their experience and familiarity with the CBA process, the City of Los Angeles and many of the coalition

members made them essential to the group-building and strategic planning process (Smart, 2012). It was through months of one-on-one organizing throughout Los Angeles communities and groups that the coalition formed.

Recognizing early the amount of work necessary to bring all of the issues and voices together, LAANE took the lead in arranging the structure of the coalition which featured a steering committee and a negotiations committee, as well as the broader coalition. Each steering committee member represented two or three coalition groups that they had to report to, to relay information. The coalition wanted a process where they could agree on things quickly and to ensure that the members of the steering committee were aware of what the subgroups wanted or needed (Smart, 2012). They formed subcommittees and working groups divided by themes such as 'environment', 'community', 'education', and 'jobs & employment' committees, each of whom worked on their own and then would come back together to discuss their findings and needs. At the steering committee level, Reverend Smart represented several ministerial groups. There were others who represented several environmental groups, community groups, etc. and according to Rev. Smart the negotiating committee had all of the steering committee members on it. And there were full time staff dedicated to the project. In the end the entire coalition (not just steering committee or negotiating team) agreed on the benefits agreement. (Smart, 2012).

Throughout the process, according to Reverend Smart, more and more groups and individuals wanted to join - some of whom didn't join initially (local politicians, etc.) - thinking that this struggle was going nowhere. These late-joiners, toward the end, almost became obstructions but the coalition did a good job of engaging and educating

the general population through various town hall meetings and activities throughout the process. At various points the legitimacy of the coalition itself was questioned; random people, politicians or unaffiliated individuals asking who (the Coalition) represented, etc. This was dismissed by the paper (email) trail that that LAANE and the LAX Coalition could produce, demonstrating that the group had at least attempted to contact everyone - including a particular neighbourhood that had already voted to be relocated to allow for the expansion plan (Smart, 2012) – they were part of the group as well.

Two points about the coalition are also worth mentioning. The first was the conflict that was apparent between the environmental and labour groups in the early formation of the coalition: This was the first time the two had "sat down together" and it was believed that they may have some mutually exclusive interests. However, according to Reverend Smart, one of the attributes of the CBA is that, as long as the self-interests of each group are known, the differences can often be overcome (Smart, 2012). This was the case here, and once individual wants and needs were "on the table", the agreement was crafted to ensure that both groups got what they needed from the process. As well, one of the first neighbourhoods approached, both by the airport when the expansion was announced, and by the coalition when it was forming was opposed to the Airport expansion all-together. The "Westchester" neighbourhood group was not made part of the coalition because the LAX group felt that this was an irreconcilable division (Smart, 2012) – "there will be no benefits provided under the CBA if the project doesn't move forward" (Gross, LeRoy, & Janis-Aparicio, 2005, p. 18). The feeling was mutual (Smart, 2012)

The LAX Coalition entered negotiations with a list of approximately 140 articulated 'wants' (Smart, 2012) generated by all the sub-groups and vetted by the entire coalition to LAWA (Baxamusa, 2008) that was whittled down to about 80 through the negotiation process (Baxamusa, 2008; Smart, 2012). While no examples of items left off the list were available or provided, according to Reverend Smart the negotiations were successful and most of the LAX Coalition's demands were met – despite the fact that 60 items were dropped from the initial list. As mentioned, the initial concerns regarding the health of vulnerable populations within proximity of the airport and under flight paths, quality jobs and environmental concerns were the main rallying points for this large coalition (ibid.).

The LAX Coalition negotiating team was divided between the principle groups (education, environment, labour) whose general membership elected two representatives each to the committee; six representatives in total. During the negotiations, certain issues or points would be ratified by the larger body by the group agreeing to cease discussions, leave the table and take the decisions back to the larger coalition. According to Reverend Smart (2012), present at the negotiations was the Mayor's representative, the LAX Coalition negotiating committee, the LAWA negotiators, lawyers for each side, Reverend Smart and the LAX Coalition researcher.

The negotiations were made even more difficult because of Federal Aviation Authority [FAA] rules, most notably a "diversion" law prohibiting airport revenues from being spent on purposes unrelated to airport operations (Gross, LeRoy, & Janis-Aparicio, 2005; Smart, 2012). This hindered the discussions because the FAA were not directly involved, and there are some "hazy" areas around this law, so LAWA could not

agree to certain items because they had to interpret the FAA's 'future judgement' (Gross, LeRoy, & Janis-Aparicio, 2005). Finally, Rev. Smart said, "Let's do a deal, and we (the LAX Coalition) will go with you to the FAA together to get their input afterward" (Smart, 2012). A successful strategy according to the Reverend (ibid.) that also saw the structure of the CBA tailored to this "future judgement" through flexible language intended to guard against negative FAA rulings on certain negotiated items (Gross, LeRoy, & Janis-Aparicio, 2005).

In 2004 the LAX Coalition and LAWA signed, what is to date, the largest Community Benefits Agreement (ibid). Along with provisions covering job training, first-source hiring for nearby residents and living-wage requirements, the LAX CBA also secured significant concessions toward mitigating the environmental impacts. Local improvements such as "soundproofing local schools, city buildings, places of worship and homes, and fund(ing) studies on air quality and community health" (Salkin & Lavine, 2008a, p. 24) and environmental controls pertaining reduced engine idling and emissions, and the use alternative fuels for airport vehicles (ibid.) were part of the landmark agreement. Another positive that came from the signed agreement are provisions that require all airport contracts, lease agreements, and licensing or permitting agreements to adhere to the agreement which in essence passes down the responsibility to any contractor, concession or operator who utilizes the airport (ibid.).

Since the signing, it has taken some time for some of the benefits from the agreement to come to fruition, such as school funding (Smart, 2012), some of the soundproofing and reengineering. However, construction routes, air quality monitoring, and many of the negotiated items are in place (ibid.). In terms of implementation there

is an ongoing committee who meet to discuss the continued implementation of the CBA, and there was a negotiated process regarding conflict resolution that the Coalition and LAWA have adopted that features three stages; meet and discuss, followed by outside arbitration, then the court system. Neither party has yet used the outside arbitrator (Smart, 2012). Items such as soundproofing, studies and the implementation committee were intended to be paid for by LAWA, through "increased revenues from concessions, parking, passenger charges, airline landing fees and terminal rents" (Baxamusa, 2008, p. 265).

Buffalo, NY; Canal Side Redevelopment/Canal Side Community Alliance

The Erie Canal Harbor Development Corporation (ECHDC) is a subsidiary of Empire State Development, whose mission as a New York State public agency is "to promote a vigorous and growing economy ... through the use of loans, grants, tax credits and other forms of financial assistance ... to enhance private business investment and growth to spur job creation and support prosperous communities across New York State" (New York State, 2010 [a]). Focused primarily on revitalizing Buffalo's inner and outer harbors, an "aggressive approach to waterfront development" has been undertaken by the ECHDC since its formation in 2005, which has resulted in "significant progress over a very short amount of time" (New York State [b]). According to Buffalo Mayor Byron W. Brown, the near $300 million promised by the ECHDC and other public entities for waterfront renewal is vital to Buffalo's renaissance (Sommer, 2010). "Waterfront development is key, the central element in the economic revitalization in the City of Buffalo and Erie County. You can't get any of it done without the resources to

make it happen, and today the resources are here" (Brown, as quoted in Sommer, 2010).

In 2008 the Buffalo Coalition for Economic Justice (CEJ), in conjunction with Buffalo's Partnership for the Public Good (PPG) undertook their own "aggressive approach to waterfront development", advocating along with their community partners for a community benefits agreement to ensure that specific local benefits would materialize in the wake of the enormous public subsidy for the Canal Side project (Coalition for Ecnonomic Justice). In early 2010, both groups played a role in creating the Canal Side Community Alliance whose mission is to negotiate a CBA with the State development agency – ECHDC - to improve the canal redevelopment project and ensure benefits for adjacent communities and all of Buffalo (ibid.). A formal interview was conducted with Micaela Shapiro-Shellaby - a community organizer with CEJ for the past seven years - and an informal discussion was held with Sarah Bishop, Executive Director of BuffaloFirst, a coalition member, both in 2012. This is an ongoing CBA campaign that is currently active in its attempts to bring ECHDC to the table to discuss community benefits.

The Canal Side Alliance (CSA) was formed in 2010 and is comprised of approximately sixty member organizations. Affiliates such as VOICE-Buffalo, BuffaloFirst and the CEJ are also made up of many member organizations and partners. The CEJ for example is aligned with national "Jobs with Justice", a U.S. wide network of "labor (sic) unions, faith groups, community organizations and student activists fighting for working people", (Jobs with Justice). BuffaloFirst is comprised primarily of local businesses and individual members from the Greater Buffalo Area, and

VOICE-Buffalo, made up of several local faith based organizations and also a member of the national grassroots Gamaliel organization. The local affiliations bring representative legitimacy to the local CBA campaign and the national connections to labour, environment or faith organizations brings experience and clout to back up the coalition.

The CEJ, according to Shellaby, already had a lot of strong relationships so building the initial group (CSA) was very easy to do because the people were familiar with their work. However, there were others in the community who weren't so familiar with the idea of a CBA or economic justice and it was more difficult to inform them of what the Alliance was trying to achieve and get them on board (Shapiro-Shellaby, 2012). The coalition was symbolically solidified by signing a form that included values determined by the group in a very early planning meeting. The CSA came up with these core benchmarks that Shellaby formalized which people and organizations signed on to, "therefore it wasn't just this sort of random thing, but we have something to hold people to their word a bit more; to coerce them to the meetings" (ibid.). Core strategy sessions, while not exclusive, required more of an obligation than the general meetings. Those interested in participating in strategic planning therefore committed greater resources which consisted of "a myriad of things; some people can bring money, some people can work on organizing or turnout, some could commit full-time staff" (ibid.) or other skills, which created the six person "strategy team" of the Alliance, which is fluid, depending on the urgency required (ibid.).

The large coalition attempted to be completely inclusive, however according to Shellaby, there were still those who tried to undermine the coalition's efforts, some who

even signed the original value statement. She chalks this up to lack of patience in consensus building or a lack of strategic thinking, awareness that a coalition needs to be as inclusive as possible to address this development project "that affects all of us" (ibid.). The Canal Side Alliance also reached out for assistance from national groups such as the Partnership for Working Families and the California based LAANE, taking advantage of their literature and online information. But it was another "rustbelt" city CBA – the Pittsburgh OneHill campaign - that the Buffalo Alliance felt most reflected the Canal Side struggle (ibid.).

According to Shellaby, the ultimate goal of the Canal Side Alliance is the negotiation and implementation of a Community Benefits Agreement. The agreement would ensure quality jobs, environmentally friendly building and operations, local independent businesses, mixed income housing, and targeted hiring objectives for construction and permanent jobs. As indicated as well, Buffalo adopted a living wage policy for any city projects, so CSA were lobbying for living wages from the beginning of this project, as well as support for minority and female-owned businesses. (Shapiro-Shellaby, 2012).

An early focus of the coalition was around "Bass Pro Shops", a big-box outdoor store that had identified the Canal Side Development as an opportune location for a mega-store. Possibly persuaded by the $35 million public subsidy, the CSA actually discovered through their research that these millions represent the direct subsidy from the State - further investments that the local government had to make, for infrastructure demands of Bass Pro, were not being reported: "This happens wherever Bass Pro is located" (Shapiro-Shellaby, 2012). As established by the Public Accountability Initiative

during the negotiations, "Bass Pro has demonstrated to be a failure in cities where it anchors economic development" (Kevin Conner as quoted by Sommer, 2010). Eventually Bass Pro Shops decided that, due to "numerous critical reasons" (Richert, 2010) they would not be participating in the Canal Side Development after approximately ten years in the making. The Alliance considered it a victory, however Mayor Brown felt that "This (was) inexcusable and an example of a few obstructionists ... stop(ping) progress" (Brown as quoted by Richert, 2010) and an editorial in the Buffalo News called the Community Benefits Agreement a "job killer" that imposes "wage (and) other inappropriate requirements on the private sector", rendering these saviours of the sagging economy non-competitive and therefore not interested in Buffalo (Buffalo News Editorial Page, 2010).

The Alliances' fight continued after this initial 'victory', but there have also been difficulties and disappointments during negotiations. First, the way the redevelopment plan was designed by the Canal Development Corporation actually removed the four existing affordable housing projects, adjacent to the former industrial canal, from redevelopment plans (Shapiro-Shellaby, 2012). This makes organizing efforts more difficult because there aren't actually people being displaced by the redevelopment. "Not to sound cold, but it's difficult to rally people around the struggle when there isn't this sort of human side to it. People are a little more detached from this process than those (CBAs) which feature a local community or a (direct) displacement component" (ibid.).

Another challenge for the Alliance is the fact that they are working with a large public authority rather than a developer. Shapior-Shellaby (2012) suggests, "it's like

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negotiating with a ghost, the board appointments are made by state legislature and there are no term limits on their appointments. They are a very difficult group to work with, and it takes a different type of political power to move them." Furthermore, the composition of the ECHDC changed almost completely during the campaign, and the new members, save for two, don't have knowledge of the negotiations nor what has already been agreed.

A further setback was the loss of the "living wage" component during the negotiations – even though the City of Buffalo passed living wage legislation for city projects in 1999. According to Shapiro-Shellaby (2012), "this was a major blow to our organization". One more impediment came when the Mayor publicly reconsidered selling any of their Canal Side lands. This came some time after Buffalo's Council agreed to a CBA in principle and promised not to transfer any land to the ECHDC until the agreement was in full force - this was essentially the CSA's leverage with the Development Corporation. The fact that if the land was going to be sold, it was to be sold with the CBA registered on title: Now, the dynamic has totally changed (Shapiro-Shellaby, 2012).

While the outcome is still not decided, a number of things are becoming clearer as the discussions continue to move forward. In the end, according to (Shapiro-Shellaby, 2012) this agreement will not be contractual, but instead would be passed as a policy of the Erie Canal Harbour Development Corporation (ECHDC). However, the Alliance hopes that this type of arrangement will prove to be more far reaching, not just affecting inner harbour redevelopment, but including redevelopment of the outer harbour, which is significantly larger and planned for the future. This could conceivably

set a foundation for future development which the CSA believes is very positive. The downside however is that it is not a contractual agreement, the CBA signatories cannot take the Development Corp. to court to resolve disputes or force compliance. In her opinion, this was due to another agreement in New York City that was going to court. "Everybody suddenly became acutely aware of what was going on and wanted no part of that sort of (contractual) agreement, based on what was happening with the armouries CBA in the Bronx." (Shapiro-Shellaby, 2012). So, what the Canal Side Alliance has crafted essentially is a "Waterfront Consensus Agreement" which is considered by them a more goal oriented policy for the ECHDC to adopt (ibid.).

In March of 2012 it was announced that "Bass Pro money" – State funds that had been earmarked to subsidize the super store – had been re-purposed to construct historically aligned 'replica canals' at the waterfront redevelopment. The creation will provide temporary construction jobs and costs less than the original $35 million subsidy promised to Bass Pro (Precious, 2012).

According to (Shapiro-Shellaby, 2012), there is still some hope about getting the "Waterfront Consensus Agreement" signed, depending on who the new ECHDC Board chair is. There is still some leverage with the Buffalo common council, and some confidence around our efforts (ibid.). It should be noted that there is no mention of the agreement, the negotiations, or public funds being allocated for community benefits on the Development Corporation website.

Milwaukee, WI; Park East Redevelopment Compact (PERC)

Following demolition of a downtown Milwaukee freeway, pro-growth entities in the public and private sector proclaimed the new development opportunities would bring the "young professionals, empty nesters, and high-end service employers back into central Milwaukee after a long decline" (Wolf-Powers, 2010, p. 11). Alternatively, nearby neighborhoods that had absorbed displaced citizens when the freeway was built in the 50's, along with community groups, saw an opportunity to relieve some of the pressure of Milwaukee's "sizeable low income population" (ibid.). Labour groups sought to increase union hires for the new construction projects (ibid.) on the revealed land.

While community benefits as a concept was an engaging subject to the Institute for Milwaukee's Future, the group wondered collectively why benefits should not apply on a broader level, rather than project by project, negotiation by negotiation (Epps-Addison, 2012)? Soon after, the coalition "Good Jobs and Liveable Neighbourhoods" (GJLN) lobbied the City of Milwaukee to have a benefits agreement written into the municipal development plan for the 'new' lands (Epps-Addison, 2012; Lavine, 2008a). Failing by one vote at the municipal council over concerns that the CBA would inflate construction costs and the legality of including provisions in a land use document, the redevelopment plan was approved without conditions in June of 2004.

Somewhat surprised that a 17 000 member coalition of [primarily] labour interests did not have enough clout to sway City Council – especially in Wisconsin which was considered a mainstay of union power (Wolf-Powers, 2010) - the coalition broadened their base and took their campaign to the County (Epps-Addison, 2012). With 16ac

(64, 752m^2) of developable Downtown land, decidedly less than what the City or the

private enterprises already owned, the County recognized the agreement as an

opportunity to return some benefit directly to the taxpayers and citizens who would in

essence be providing the development subsidies (ibid.). Therefore, the County Board

passed the Park East Redevelopment Compact (PERC) to ensure that future

development on County owned lands would include the Community Benefit provisions

that were legislated within the compact.

A March, 2012 interview with Jennifer Epps-Addison, Economic Justice Program

Coordinator with Citizen Action Wisconsin, provided some further insight into the efforts

to sign this Community Benefits Agreement in Milwaukee.

According to Epps-Addison (2012), there were a number of groups brought

together under the banner of "Good Jobs and Liveable Neighborhoods" (GJLN) that had

not worked together nor knew much about Community Benefits Agreements. The larger

County-focused coalition included a broad spectrum of community partners, including

faith-based, labour, environmental, advocacy, neighborhood, and other progressive

groups (Institute for Wisconsin's Future). In all approximately seventeen different

organizations came together, each of whom represented even more people at various

levels. One particular church group (MICAH) represented 27 churches throughout the

region, and the allied building trades and the Milwaukee area Labour Council all

represent a variety of labour unions. According to Wolf-Powers (2010) it was the

Milwaukee Labour Council, the labour backed Institute for Wisconsin's Future and

MICAH that really spearheaded the GJLN coalition, and Epps-Addison credits "about 12

really strong groups" (2012) for the success of the PERC. The group solidified around five basic tenets or questions;

1. What is a good job? (ie. Not minimum wage, allows unionization, helps support and create the capacity for minority or female owned businesses that help get people out of poverty, and allows Milwaukee workers to enter the 'middle-class').
2. What is affordable housing in these developments? (Make this a priority).
3. Local hiring.
4. What are important environmental concerns?
5. Community Accountability

Signing on to the GJLN coalition meant agreeing to these terms, which became an important tool during negotiations with both the City and the County.

As Gross, et. al. (2005, p. 76) have suggested, the campaign for this project is noteworthy because "it featured a close and effective collaboration between community groups and building trades." While labour unions in Wisconsin are, as Wolf-Powers (2010) suggested, very strong, in Milwaukee they have a tenuous relationship with the black community, and within that community there's a lot of distrust with the unions based on historic divisions and policies (Epps-Addison, 2012). "The unions are not particularly diverse even today, and the coalition and the community had to spend a lot of time building trust to show the community that we (the coalition) had a real interest in benefiting the community and not just more talk" (ibid.). The GJLN group needed to prove that they wanted to transform the community. At one point there was a frank discussion regarding the coalition "just trying to get more jobs for the labour unions – you don't really care about people in the city" (Epps-Addison, 2012), regarding the prevailing wage issue. There was a lot of work that went into demonstrating that GJLN wanted the people in the city not only to get these jobs, but that these jobs are going to

help you earn a family sustaining wage and help you 'move into the middle class' (Epps-Addison, 2012).

There were also times when the representative nature of the coalition was challenged as well, admits Epps-Addison, but according to her there are always concerns about not being representative. "Looking back at the protests and the photos, it's evident that the events were attended by primarily whites, and very heavily union represented, and clearly that is not the demographics of the City of Milwaukee. (Milwaukee is) a majority "visible minority" city, and in terms of people of color they have a very low union membership. There were times when that was used as a wedge issue, saying we weren't representative" (ibid.). In fact, according to Epps-Addison, there were times when elected officials would suggest, "People in my neighborhood would be happy to make $8 an hour and you don't really understand what these people want" (Epps-Addison, 2012 paraphrasing). This idea was dispelled by the policies GJLN were pushing for, according to Epps-Addison. Policies to be implemented in the redevelopment plan, such as 25% participation from minority businesses, a 5% female-owned businesses, a living wage for all workers, and in particular first source hiring programs so that Milwaukee residents would be the first considered for jobs created by and throughout the development. "Do we need to work harder on diversity and bring in the people most affected into the coalition? Absolutely; however, when you look around, it was obvious that the coalition had the best interests of everyone at heart" (Epps-Addison, 2012).

As indicated, the GJLN Coalition was broad-based and featured a number of different, traditionally disconnected, groups that were able to pull together based around

mutual values to push for legislative change in Downtown Milwaukee. With labour

looking for guaranteed, union based jobs, community groups seeking affordable

housing and micro-economic interests arguing for local, minority and feminine-owned

business opportunities, Epps-Addison really credits the '5-point value statement' as the

glue that held everything together. She continues, "We have grown up thinking, or

being told that we should be grateful and thankful for anyone wanting to do business in

our City, and (that) we should not put inhibitors on people doing business here because

they're doing us a favor by doing business (in Milwaukee) because of the state of the

city" (Epps-Addison, 2012). The idea of a CBA, for Milwaukee, was revolutionary. It

was the community rallying together to demand some sort of reinvestment back into the

community (ibid.). This should not be, according to Epps-Addison, some far out idea

but a common sense one to simply demonstrate that those who subsidise the project

should be able to expect some of the subsidies to flow directly into the community – "It's

a tool of "the 1%" that we should be grateful for whatever table scraps that they give us.

However, they are only wealthy because of what we invest in their projects through tax

money and subsidized infrastructure, etc." (ibid.).

Because of the nature of the PERC – legislated rather than truly negotiated –

there was No formal negotiating team, but there were two key people that did a lot of

the communication and policy writing strategy (Epps-Addison, 2012). In the view of

Epps-Addison, the major difference in this kind of CBA is that you are trying to maintain

and grow the coalition on one side, and convince the 15 Councillors at the City and/or

the 17 County Councillors that what you're doing is worthwhile. GJLN had to find what

constituency had the greatest influence over each of the elected officials and

strategically target the various politicians (and voting blocks) when necessary (ibid.).

Similar to the way politicians have a list of targeted demographics, GJLN would call

groups or individuals that had 'influence' with the Council-member and inform them of

the coalition's campaign. In turn, GJLN would urge the individual or group to contact

their local City or County Councillor regarding the compact, and when the issue was up

for vote the representative had (hopefully) been made aware of the importance of this

issue to his/her constituents (ibid.). This strategy proved to be trying at times for the

individuals who agreed to 'engage' their representative for reasons that Epps-Addison

calls "capacity". "Residents often had challenging lives; underemployment,

unemployment, single parents, economic issues and educational challenges.

Furthermore, playing politics is very much an "insider game" and some participants felt

overwhelmed about the process of going to City Hall to "testify" or meeting with

Councillors" (ibid.) After a while GJLN adapted their strategy to instead train individuals

to prepare them for the challenges, to allow them to enter into the discussion safely and

at an equal level. One successful strategy was to hold alternate meetings prior to the

City Council meetings, where local political allies and Council members would attend

and GJLN would record the testimonials from the residents to be submitted at the

Council meetings rather than having the residents come into that large and sometimes

hostile chamber (ibid.).

As with most North-American cities, people are not very engaged in local politics

(very low local turnout) so it wasn't easy to keep people involved and interested over the

years that this campaign unfolded (ibid.). Another GJLN engagement strategy centered

on door to door canvassing and 'events' that again urged people to take direct action

with their local representative. MICAH (the faith-based organization) had a number of activities in their places of worship on particular days, and the unions used the strategy of engaging people at the hiring halls, indicating that there would be more jobs if we passed the PERC (ibid.). According to Epps-Addison the actions of the individual residents, through the various coalition members phoning, knocking on doors or signing petitions were really important.

During the campaign there were instances where individual coalition members were approached by public officials to make a deal to drop one of the goals in order to cut a deal. However, because of "good organizing and ... stating their values" (Epps-Addison, 2012), the group was able to overcome these challenges, stick to their values signed value statement and pursue the legislation that they sought.

In 2004 the County Board passed a legally binding resolution establishing a range of community benefit requirements for the series of redevelopment projects planned for the 16ac of County owned land where the Park East highway once stood (Gross, LeRoy, & Janis-Aparicio, 2005). The PERC requires potential developers to grant 'living wage' construction jobs, implement job training programs and to include green design elements into all buildings. The compact also obliges the County to provide affordable housing and contribute to a range of community programs including training and apprenticeship opportunities. Finally, the agreement established a "Community Economic Development Fund", financed through county land sales and intended to pay for an ongoing oversight committee to monitor the implement the PERC (Lavine, 2008a). Contextually, the Park East Redevelopment Compact is considered

the first CBA to be legislated rather than negotiated between the developer and community (ibid.).

To date there has not been any development on the county owned Park East lands for various reasons. However, these community benefit experiences in Milwaukee (including a subsequent living wage ordinance not discussed here) have benefitted the city, according to Epps-Addison (2012), in changing the dynamic and the conversation around what local governments should be doing to address the problems in urban areas. "Years ago we would just throw money at developers hoping that their projects would help city residents and interests – which they never did" (ibid.).

Since these major campaigns, much less time is needed to educate the general public regarding community benefits and what can be expected and demanded. These campaigns have had a lasting effect on the knowledge and understanding of this process. Today, as a subsidiary of Citizen Action of Wisconsin, the GJLN coalition is still together, encouraging Milwaukee to adopt a "clawback" policy to ensure that developers are held accountable for the promises they make when securing public financial assistance (Epps-Addison, 2012).

Interestingly, a January 2011 article from Expressmilwaukee.com asked County Council candidates at a debate why, in their opinion, none of the County land had been sold while all of the City land had. While many of the candidates gave "political" answers, Republican Jeff Stone was quoted as saying:

"What we've done and what we've seen in the county, we've piled on requirements above and beyond what the market requires or will allow. So the property

sits there, unused, underutilized, wasting an opportunity for our taxpayers and the

people who want jobs and to work in this community. I will work with anybody. But you

can't continue to create regulations that don't allow for the development or investment in

this community" (Stone, as quoted by Kaiser, 2011).

Springfield, IL; High Speed Rail / Faith Coalition for the Common Good

In March of 2012 an interview with Shelly Heideman, Executive Director of Faith

Coalition for the Common Good (FCCG) provided details regarding an ongoing

Community Benefits Agreement discussion that began in Springfield Illinois and is

hoping to spread throughout the state. The group coalesced following an

announcement by the Illinois Department of Transportation (IDot) regarding a high

speed rail project, designed to create "greater mobility options" (Illinois Department of

Transportation, 2012 [a]) for passengers along the Chicago to St. Louis corridor. The

initiative is based on a 2009 U.S. Federal government announcement, calling for "a

collaborative effort among the Federal Government, States, railroads, and other key

stakeholders to help transform America's transportation system through the creation of

a national network of high-speed rail corridors" (Illinois Department of Transportation,

2012 [b]). Springfield, Illinois is the approximate half-way point between Chicago Illinois

and St. Louis Missouri.

According to Heideman (2012) there are three tracks that run through Springfield.

One of them – the 10th street corridor – is the "imaginary dividing line" between the

lower income and predominately African American families and the "rest" of the

population of Springfield. Other options include corridors that run in front of the state capitol or a line further east, deeper into the lower income neighborhood (Heideman, 2012). The city and the county prefer the existing 10th street corridor for the rail line, but the coalition fears that they'll improve the capacity of the railway there, "then suddenly have no money for the real improvements – green space, multi-modal station", etc. (ibid.). The FCCG anticipates that through their work they can implement a community benefits agreement based on the impact of the high speed rail project.

FCCG Springfield is a member of a state-wide network "Gamaliel of Illinois", and therefore part of the nationwide Gamaliel coalition who operates, as one of its national subgroups, the Transportation Equity Network (TEN) (Heideman, 2012). TEN mentored the FCCG rail task force regarding CBAs and high speed rail with the intention that what they're doing in Springfield is something that can be replicated around the country, based on community benefits and the introduction of high speed rail, through the TEN network and other Gamaliel societies across the country (ibid.).

Locally, following FCCG task force members TEN meeting, they trained 180 people from the original member "churches" in Springfield, who in turn went back to their congregations and trained leaders within their groups. The Faith Coalition for the Common Good's first public meeting was held in October of 2009, determining with the trained leaders, and the general public, the four key issues which it would address in the coming years. "It was a very powerful meeting" (Faith Coalition for the Common Good, 2012), attended by 225 people, asking them to join one of four groups; the immigration task force, city service task force, family services task force, and the rail issue task force (ibid.). The Coalition boasts 18 organizations and was incorporated in 2009. As a

community organizing coalition the foundation of their group, according to Heideman, comes from one-on-one meetings with community members and factions to identify self-interests and determine how those motivations can be brought into the coalition's efforts – "it's very simple on the surface, but a lot of work" (Heideman, 2012).

As a Faith Organization, it might be anticipated that differences may stem from the different beliefs, however, according to Heideman (2012), when the FCCG formed, it was agreed by members that it would not address "moral issues", and would only work on matters that the whole group could agree to. Furthermore, there was no discussion about not inviting some groups: It was not easy to get the groups involved that they have (Heideman, 2012). According to Heideman, one-on-one meetings with the local faith groups did not always yield a participant. "One in particular suggested that the people in his congregation drive their kids to soccer games and they're 'too busy', so (he didn't believe) people in (his) congregation would be interested. That was a challenge" (Heideman, 2012). This was not uncommon during the recruitment phase, with various pastors indicating that they're already overwhelmed and couldn't imagine adding something else to their plates (ibid.). What the FCCG explains is that the reason they should join the coalition is that they will train local leaders within the organization who can help the beleaguered pastors with their leadership (ibid.).

Initially, the FCCG had no representation from the large labour unions, however as Heideman (2012) explains, since the group has received some success, they've been joined by the (rail) operating engineers, the teamsters, the labourers, the carpenters, SEIU and other large national labour groups. Furthermore, construction trades that have worked with FCCG have assisted in drafting a document called

"changing the face of tomorrow" which seeks to bring in more women and people of colour into their various apprenticeship training programs (Heideman, 2012): "That will tie in nicely with the CBA" (ibid.).

When asked about individuals participating in the coalition – such as those that were not already part of a religious group, union or other recognized partner, Heideman indicated that they "really try to encourage individuals to work with their church or other organization, to bring in the greater association, because there is more power in numbers" (ibid.). Regarding neighborhood associations, Heideman responded, "The faith based associations seem to have more power, membership and participation than the neighborhood associations do – interested citizens seem to be part of, and identify with, their local congregation rather than through more loosely associated neighborhood associations here in Springfield." (Heideman, 2012). That being said, according to Heideman (2012), nobody has questioned the legitimacy of the group as representative, most have said it's amazing the amount of work FCCG has done to bring the community together.

Within Springfield there was a lot of discussion, and some anger, around the idea of consolidating rail operations along 10th street – creating an even more impermeable and divisive line and barrier. Therefore, because a number of the members of the FCCG are African American churches east of the 10th street corridor and on the east side of Springfield, the FCCG never articulated which corridor was better or worse. "We didn't want to enter into the fight, so we focused on ensuring that regardless of where this 'improved line' is located, the community being impacted will actually receive some benefits from the investment" (Heideman, 2012).

The FCCG does require an annual membership fee to be paid to it, depending on the size of the organization. For a church is depends on how large the congregation, and unions or not-for-profits pay a certain fee with the money used for office supplies, the salary of the Executive Director, and other expenses incurred by the not-for-profit. Everyone in the organization outside of the Executive Director is a volunteer.

The FCCG website outlines the platform of items that they hope to achieve from their Community Benefit struggle. It reads as follows:

Relocation Assistance – adequate relocation assistance must be provided for all homeowners, renters and small business owners who are targeted for relocation. Affordable housing must be made available within a reasonable time for all those who must relocate.

Jobs – 30% of the construction jobs should be reserved for low income people, minorities and women.

Training money – 1% of the project budget should be directed into job training and support programs.

Green Space – the station, rail ways, and surroundings should promote and include green space.

Small Business – the rail plan should include support and encouragement for the development of grassroots business owners.

Safety/Noise – the plan should adhere to every possible safety concern for those who live near or will be crossing railroad tracks. Noise abatement must be a priority.

Planning/Monitoring committee – faith groups, community organizations, unions, business owners and others affected by the construction of a high speed rail station must be represented on a monitoring committee that will hold public meetings to report back on the station plan every six months. This committee will also be intimately involved in the formulation of all 'request for proposals' that are formulated by IDOT and other entities for construction, training and other related plans for the project. In addition, FCCG will continue to monitor legislation which

may impact fair compensation for sale of property and the cost of moving and finding new living facilities.

As Heideman (2012) states, jobs, apprenticeship training, and job training were the highest priorities for the campaign.

Once the FCCG, it's partners and community members had drafted their platform and the basis for the CBA document, the FCCG took the results to local and state officials to get buy-in. Because this is another example of a "legislated" CBA – where the "developer" is a public entity – there are not true negotiations but more action to pressure elected officials to enact the demands of the coalition's CBA document. The FCCG also used their connections to meet with the IDOT secretary in Washington DC and others, to get their signatures. As Heideman explains, FCCG contacted Senator Dick Durbin, and the other state representatives, then spent almost two years working with I-DOT and the main railroad company - Union Pacific – to craft the language around how the development would unfold.   "(FCCG) spent a lot of time speaking with decision makers, then even more time sitting down with the I-DOT council, going through each of our CBA points to ensure they were things they could agree to. There was an attorney involved to craft the legal language written into it" (Heideman, 2012). Thusfar Senator Durban supports it, but will not sign until the three Republican Representatives sign it. Unfortunately, according to Heideman (2012), the CBA is mixed up in the larger bi-partisan battle over the funding of high speed rail, but the FCCG has received signatures from the Mayor of Springfield, the County chair, and US congress-member Kim Johnson, who sits on the Federal Transportation and

Infrastructure Committee. The IDOT commissioner has publicly endorsed it (Heideman, 2012).

As Heideman admits, the CBA developed by the FCCG is more or less a moral document which utilizes contract language. The FCCG are also working on a labour agreement, and both documents have had the benefit of legal advice paid for through their affiliation with the TEN organiztion. Therefore, the main and critical work to do, according to Heideman, involves IDOT and those that control IDOT in actually signing on to and implementing the CBA. The Coalition is also hoping to export their work to other communities along the high speed rail line, including Chicago and St. Louis. Furthermore, they're hoping that their legally crafted template can be taken up in other communities struggling with CBA's around transportation infrastructure projects. Articles in the State-Journal Legislature (Stroisch, 2011) and the Illinois Times (Dillemuth, 2011) outline the Faith Coalition's strategy for acquiring State and Federal signatories, and question why officials have been slow to sign the document.

As Heideman concludes, "It's so important to develop relationships with decision makers and though it's a lot of work, it's amazing to see how the people in the community can come up with great ideas and move forward with them. Our state-wide and national affiliations help us to realize that we are working on something bigger than just a one-off project." (Heideman, 2012).

Minneapolis, MN; Bassett Creek Valley/Harrison Neighborhood

The Harrison Neighborhood Association has been working with the Bryn Mawr Neighborhood Association, local businesses, residents and the city of Minneapolis to develop a master redevelopment plan for the Bassett Creek Valley; a 230-acre, largely industrial site that borders both the neighborhoods (Aliance for Metropolitan Stability, no date). An interview with Larry Hiscock, twelve-year President of the Harrison Neighborhood Association (HNA), provided background for the benefits they are seeking surrounding the Bassett Creek Valley Plan put forth by the City of Minneapolis. The interview was conducted by telephone and digitally recorded, with permission, on March 4, 2012. Originally outlined in 1998 and approved by Minneapolis City Council on January 12, 2007 (City of Minneapolis, 2012), the Bassett Creek Valley Master Plan "advocates redevelopment of this outmoded industrial landscape into more than three thousand housing units, 2.5 million square feet of commercial space and the establishment of nearly 40 acres of new open space ... [which] represents an increase in the Valley's real estate value from roughly 50 million dollars today to well over 1 billion dollars after redevelopment" (Hoisington Koegler Group, Inc., 2007, pp. ES-1). As the Aliance for Metropolitan Stability suggests, while the Master Plan may bring jobs, housing and economic development opportunities to the inhabitants of the adjacent neighborhoods, there is also general skepticism about what redevelopment of the valley will really mean for the community, and a need to make sure this is not business as usual (Aliance for Metropolitan Stability, no date).

According to Hiscock, these communities have been active for a long time, working with business owners - sometimes in conflict with the owners - and there have

been previous proposals for Valley redevelopment that have not included community input, protested by area residents. The city eventually initiated a "Master Planning Process" which the community had been asking for for many years. There were three basic stakeholders, described by Hiscock (2012), the Harrison neighborhood (low and moderate income, 70% visible minorities), the "Bryn Mawr" neighborhood (upper middle class, homogeneous, primarily white), and the valley business owners association. There were others on the formal "Redevelopment Oversight Committee" (ROC) (Hoisington Koegler Group, Inc., 2007), representing various wards around the City on the planning board, but these three were the 'real' stakeholders. This ROC advisory group was convened by the City of Minneapolis to implement the Bassett Creek Valley Master plan.

The HNA had an "alternative" process as well, outside of the City sanctioned ROC, Harrison was working throughout the city partnering with strategic allies that could put their political clout, and technical expertise, behind the HNA: As Hiscock suggests, this gave the neighbourhood coalition more "power" to influence decision makers, "especially the faith-based groups" (Hiscock, 2012) like MICAH and ISIAH, for turnout and support. They represented influence outside the neighborhood, with other Councillors throughout Minneapolis. The immigrant groups were a great benefit as well, helping to spread the message, and the Alliance for Metropolitan Stability provided technical expertise regarding CBAs and connecting with resources (Hiscock, 2012). These allies were not technically part of the ROC because that process was reserved for Bassett Creek Valley stakeholders, the two neighbourhoods, and the business association.

Breaking down the coalition into the subgroups was based on people's interests and abilities, skills and background; people gravitated to where they were comfortable or experienced (ibid.). HNA had a negotiating team of neighborhood residents that came together from a variety of backgrounds and technical assistance from all over the City (ibid.). The HNA coalition didn't choose to exclude anyone from the group necessarily, however as Hiscock (2012) explains, there were some business interests that "self-selected themselves out of the process", by not agreeing to the values that the community had articulated, or dealing directly with the developer to attempt to secure beneficial labour arrangements. Furthermore, the Bryn-Mawr neighborhood did not participate much outside of the "formal" channels because "they really believe in the 'trickle-down' component, that if you just work hard and encourage development, something's going to happen for you. Ideas of community support or job linkage did not appeal to them. Their concerns were around bike trails and green space" (Hiscock, 2012).

Generally, the HNA looked to work with minority and low income residents within their own, and adjacent neighborhoods. "Throughout Minneapolis", states Hiscock, "we're seeing a pattern of disinvestment and a very weak link between public investment and real improvement in the existing/surrounding communities. This promise of benefits, which developers and the public sector have failed to deliver in Minneapolis, has made people much more demanding regarding development plans and what benefits they (the community) look to secure" (Hiscock, 2012). "Ensuring those benefits actually appear ... is what we (HNA) are hoping to achieve" (ibid.). For a further explanation of the goals of the coalition, see Figure 5 on page 125.

The developer (Ryan companies) refused to sit down with HNA for over nine months. They were working with the City to secure exclusive development rights for the area, but did not have plans for what they were going to build. HNA did a lot of background research and educating within the coalition, so that when they finally spoke directly with the developer, the coalition had a good level of understanding regarding how the process worked. Deliberations continued for nine months, mostly around concepts, because the developer was seeking support from HNA without concrete development plans, end users, etc. and was reluctant to talk about hiring practices, wages and these kinds of benefits (Hiscock, 2012).

The group never actually got to the point of having "final negotiations" with Ryan Companies or the City, and they were not negotiating the particulars that will/would require much more community input (Hiscock, 2012) because Ryan Companies had still not put forward a real development plan. Based on HNA's background organizing, and the fight for inclusion in the public process that had taken place over the previous decade, it was unnecessary to go back to the community for every decision. At the negotiating table, Hiscock was the most consistent face: the City did not really participate in these talks for a number of reasons. First, according to Hiscock, the City maintained that they "already do community benefits (through the sanctioned ROC), so we (the City) don't need to be part of the CBA process". Second, for legal reasons, they didn't want to be "bound up" in the procedure, and as Hiscock states, "it made (City employees) feel bad to think that they weren't doing their jobs well, or didn't know how to do them",(ibid.) that the community wanted to negotiate separately with the

developer. The Bassett Creek Valley Master Plan, in the Executive Summary, sums up

the CBA experience in this way:

> Ryan Companies has partnered with the community, investing significant time, expertise and dollars over the past 18 months, to create this master plan. The ROC, as representatives of the Harrison and Bryn Mawr neighborhoods recommends that Ryan Companies be named Master Developer for Bassett Creek Valley. Ryan Companies is prepared to immediately begin work with the ROC, the community and the City on implementation, as well as act as liaison on the different aspects of the development with the development community. (Hoisington Koegler Group, Inc., 2007, pp. ES-11)

Bassett Creek Valley Equitable Development Project

Chart Comparing Community Priorities with the Outcomes Secured at the Minneapolis City Council in 2008

Important Note: The following resolution was added prior to Ryan Companies being awarded "Temporary Exclusive Development Rights." This a major step forward, strengthening HNA's position with City staff, future City decision-makers and with Ryan Companies. This sets a high standard for any potential development agreement that might be negotiated in the future. It might be the highest standard set for any development agreement in the history of the City of Minneapolis.

Community Approved Guiding Principles	Amended Council Language
Guiding Principles for redevelopment of the Bassett Creek Valley (BCV): passed by unanimous vote by Harrison neighborhood residents at the February 28, 2005 community meeting; voted and adopted by the Harrison Neighborhood Association Board of Directors on March 14, 2005.	The Community Development Committee unanimously approved the following language on October 28th, 2008. The full City Council adopted the language on November 7th, 2008. **Any City development agreement(s) with Ryan Companies should work to include the following:**

RESIDENTIAL/HOUSING

Redevelopment shall:

- Preserve and improve existing housing in the BCV area while safeguarding against displacement and gentrification.
- Create a wide variety of new housing options-both single family and multi-family, both ownership and rental-at a mix of affordability levels to meet the housing needs of future, but especially current, residents.

Housing

- The mix of ownership and rental units, and units affordable to very low, low, and moderate-income households in each proposed development phase and integration of affordable units throughout the proposed developments.
- Consideration of nonprofit developers for all housing developments
- Promotion of long-term affordability through land leases, deed restrictions and other means.
- Energy efficiency and green design and construction.

ECONOMIC

- Provide long-and short-term living wage jobs for area residents.
- Create work opportunities and resources for existing businesses in Harrison, with an emphasis on those that are minority and female owned.
- Establish links between educational/job training resources and neighborhood residents, including youth, to enhance employment opportunities.
- Set minority and female construction participation goals above City minimums; provide for the necessary outreach to attain these goals.

Construction Related Workforce and Contractor Diversity

- Meaningful employment and contracting goals for any construction on the Linden Yards, and Impound Lot sites, including apprenticeship and local hiring goals.
- Payment of prevailing wages by all contractors and sub-contractors.
- Establishment of a First Source Hiring and Referral System, including hiring of ex-offenders and workforce inclusion activities focused on Northside residents
- Establishment of a program to connect Northside neighborhood contractors to construction activities.

Workforce Opportunities

- Labor neutrality and card check arrangements
- Employment and hiring goals addressing workforce diversity and local hiring
- Workforce development plan that addresses job training, job/employer linkages, local hiring strategy and referral system for employers located in the development and that coordinates with existing community-based job training efforts.
- Employment assistance programs that reduce barriers to employment while supporting a stable and reliable workforce
- Work to connect Women and Minority Business Enterprises and local firms to commercial enterprises located in Bassett Creek Valley
- Opportunities for local businesses and Women and Minority Business Enterprise have to locate within the redevelopment to fill commercial/retail gaps in a sustainable manner.
- Pursue employment plans and goals to for long term living wage employment opportunities for people of color and women and community residents in the development

ENVIRONMENT

- Improve the air, water and land quality within the Bassett Creek Valley. This is to be achieved through permitting, monitoring and regulating all industrial pollution in the BCV; this is also to be achieved through incorporating green space into each industrial site in a way that reduces run-off pollution and litter.
- Increase public access to new and existing green spaces within the BCV and adjacent areas by creating north and south open space corridors.
- Protect the ecological integrity of the creek and surrounding wildlife habitat by restoring Bassett's Creek to a more natural and meandering route.
- Use green building materials made with safe building materials.

QUALITY OF LIFE/COMMUNITY

- Address the basic retail and service needs of the people who live and work in and around the Harrison neighborhood
- Support HNA in creating a "sense of place" in the Basset Creek Valley and within the larger neighborhood that reaches across culture and economic classes.
- Create designs that are pedestrian friendly and fully accessible, that inhibits crime and improve the sense of safety.
- Improve linkages to other parts of the city and surrounding areas.

In addition to the development agreement provisions, the City will pursue the following:

Finance

- Planning efforts to produce tax increment financing and tax increment legislation that will promote and integrate the redevelopment of the entire area consistent with the Master Plan using the excess tax increment generated by Linden Yards and the Impound Lot
- Plan the use of these excess funds to achieve the development and housing objective set out in the master Plan

Community Connections and Participation

- Continued engagement of the Harrison Neighborhood Association (HNA), The Bryn Mawr Neighborhood Association(BMNA) and The Redevelopment Oversight Committee (ROC) with the production of the redevelopment and tax increment plans for Bassett Creek Valley; regarding the development agreements surrounding Linden yards and the Impound Lot; strategies to connect the Ryan development with redevelopment/renewal of the remainder of Bassett Creek Valley Area and surrounding community and minimization of impact of development on surrounding neighborhood
- Incorporation of sound environmental planning into project design
- Create systems and methods of monitoring goals, strategies, and agreements
- Explore, in conjunction with the developer and affected neighborhood groups, ways to facilitate the housing and long-term employment goals set out in the Bassett Creek Valley Master Plan.

Hiscock describes feeling lucky regarding the experience that HNA went through, both in the ROC and in the "external' process, because they did not have to compete to be heard with a number of different stakeholders or interest groups. The HNA, representing the social justice component, were the only ones looking out for this (Hiscock, 2012). As stated, Bryn-Mawr was advocating for the green space, etc. and they weren't really at the table in terms of a coalition "making noise" (ibid.).

Finally the ROC (including Harrison Neighborhood) and the developer came to an agreement with the Bassett Creek Valley Master Plan. The City rezoned the lands to reflect that plan - including rezoning the former valley rail yard to 'office/residential', and had both the plan and zoning ratified by the regional planning body (Hiscock, 2012). However, another layer of frustration arose following the agreement, rezoning and ratification of the Master Plan: The County, though they had been notified of the CBA continuously over the nearly two-year process, had simultaneously undertaken their own transit planning process (ibid.). Making decisions as to where they are going to store the regional commuter rail cars/trains to the west of the downtown, there are two existing yards; Linden and Cedar. Cedar yards is owned by the county and adjacent to a very affluent neighborhood, and the Linden yards are Municipally owned, adjacent to low income Harrison neighborhood, and already rezoned for 'office/residential' land uses. The County has determined that the Linden yards is the best place for the commuter rail switching and storage: "nobody wants to put the rail yard there near the

rich folks" (Hiscock, 2012). This is the current discussion going on between the City, County, Harrison Neighborhood Association, developer and other stakeholders.

In describing some of the coalition partners, Hiscock makes an interesting observation. While all organizations involved in the process are familiar with negotiating to some degree, for some immigrant organizations the idea of negotiating something with the government, or over development, isn't a regular occurrence (Hiscock, 2012). The Laotian, Somali and other immigrant citizens groups in Minneapolis found it strange to negotiate with the government, or anyone, regarding development because this is not something that typically happens in their home countries. In the end they were supportive and understanding of the reasons, as well as what a CBA was, and their support was quite important throughout the process.

Hiscock provided an interesting anecdote regarding a vote at the City, whether the Council would support the CBA in principle and pass the Master Plan: "For the vote we had about 70 people turn out, of which about 20 were from the Southeast Asian community. These are people that don't speak a lot of english, but they know they have to be there to make a difference (ibid.). The mayor, frustrated that in his opinion the immigrant groups "didn't really know why they were there" made further comment that "these people can't even vote" (Hiscock, 2012)! Others accused HNA of using people as props.

Finally, because of the hybrid nature of the agreement, a City sanctioned negotiation of principles between the community coalition and the developer, with the outcome adopted by Council in the Master Plan, but not truly a "negotiated agreement"

in the purest sense, a strategy not unlike other more "legislated" agreements needed to be employed. Hiscock (2012) explains that in Minneapolis there is an underlying agreement that as Council members don't vote against the local Councillor when it's an issue in their ward. So, "you have to work very hard to make sure the (elected official) in your ward really understands what it is you're trying to achieve and is on board with it" (Hiscock, 2012).

Wilmington, Delaware: Peninsula Compost/ South Wilmington Coalition for a Sustainable Community CBA

Southbridge is an historic residential neighbourhood in Wilmington, DE that has a predominately African American population today and large tracts of vacant land (Thomas, 2010). The Southbridge Civic Association became proactive around the idea that the community should have some input as to how potential developments in Southbridge would unfold, rather than just "being consumers" of them (Thomas, 2012). Through an introduction, Marvin Thomas – President of the Southbridge Civic Association – began speaking with Julian Gross (Partnership for Working Families Legal Counsel) about the idea of Community Benefits Agreements. From there, the "South Wilmington Coalition for a Sustainable Community" (SWCSC), was created as an opportunity for provider agencies, community organizations, unions and faith based organizations to come together to discuss community benefits. The Southbridge Civic Association was one of these groups (Thomas, 2012). Around this time discussions had begun around a local commercial development, and Julian Gross agreed to provide

a half day workshop for the newly minted coalition, along with representatives of the

City and State governments and local academics. A failed first attempt at negotiating a

CBA with the commercial developer, who "just stopped meeting with us" (Thomas,

2012), following the community's desire to restrict some businesses from becoming

tenants did not faze the coalition. Soon after, SWCSC was approached by a developer,

at the behest of the City, who intended to open a large composting facility on another

vacant Southbridge parcel.

The South Wilmington Coalition for a Sustainable Community was comprised of

a diverse network of Wilmington community groups, service providers, faith

organizations and labour unions, many of whom were active in the Southbridge

neighbourhood. Coalition members include:

- The Southbridge Civic Association
- Neighborhood House Inc.
- Henrietta Johnson Medical Center
- Mt. Joy United Methodist Church
- New Calvary Baptist Church
- Martin Luther King Center
- International Longshoreman's Association

- Local 199 Labour Union
- Wilmington Housing Authority
- Southbridge Resident Council
- Be Ready Community Development Corp.
- New Millennium Development Corp.
- Global Solutions

Figure 6: List of SWCSC members
Source: (Thomas, 2010)

Members of the coalition had not previously worked all together, though some

had partnered, and most were at least aware of the other (Thomas, 2012). According to

Thomas there was a "commitment letter" which each member signed. A commitment to

the goals and objectives of the coalition, which the member organizations drafted in

concert. This statement had to be reviewed by the individual boards of each member

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organization prior to their signing, to ensure it reflected the perspective of the organization and not just the individual who was signing.

As far as organizing or coalition building, the member organizations did not spend a lot of time phone canvassing or letter writing because, according to Thomas (2012), the civic associations and other groups involved already had a very good network of community involvement, based on the longstanding work done prior to the formation of the coalition, in their respective communities. Within the coalition, as far as administration, there were no paid positions. Work was done strictly voluntarily, though some of the member organizations do have paid staff.

When coalition organizers first identified which groups should be included in the faction, Union's participation brought concerns from both sides, according to Thomas (2012). However, it was decided collectively that because union members are part of the Southbridge community and that it would be more beneficial to have them there than to lose them altogether, the SWCSC decided to involve both Local 199 and the Longshoremen (ibid.). As Thomas (2012) suggests, "It's important to have them there so that later no one will ask – why aren't they at the table?" The unions were questioning their involvement because the construction of the facility was not going to be done by union labour. With concerns over the coalition splitting, the SWCSC brokered a meeting between the compost facility and the local union representatives where they could discuss their differences and work them out. Following this meeting, the union returned to the coalition and said they were now happy (Thomas, 2012). Presumably the union labourers were assured that they would be part of the facility construction.

Because Southbridge is the smallest community in Wilmington - according to Thomas (2012) "a very tight knit group" – they, "know when they are being representative" (ibid.). Therefore, there were never any challenges to their legitimacy or representativeness. Furthermore, despite the compost facility being a regional facility, no other groups came forward to join the coalition. Southbridge, and the coalition, are the only groups in the State of Delaware who have been successful in negotiating and implement Community Benefits Agreements (Thomas, 2012).

Prior to the commercial development or the compost facility negotiations, the SWCSC created mission/vision/values statements and goals for the coalition;

- *Mission* = Ensure that economic development and land use planning decisions affecting South Wilmington bring measurable, permanent improvement to the lives of residents.
- *Vision* = A vibrant, thriving community attainable for low to moderate income families by advocacy for living wages, employment, economic and business ownership opportunities.
- *Values* = Equity, Accountability, Integrity, Inclusiveness, and Empowerment

  And the *Goals* included:

- Negotiating CBAs with private and public sector developers.
- Securing the use of union labour and labour entities that incorporate training and apprenticeship opportunities.
- Livable wages for jobs created with a preference for full-time, permanent jobs to be located in the community.
- Advocating for environmentally sound policies and practices.

Figure 7: SWCSC mission, vision and values
Source: (Thomas, 2010, slides 8 & 9)

Marvin Thomas became one of the three local residents who formed the "negotiating team" for the CBA discussions. Looking back to the SWCSC's first attempt with the commercial developer illustrates some of the goals and problems with the process. According to Thomas (2012), initially the discussions went fine, but during the

process the SWCSC and the developer hit a roadblock. As stated, the community

wanted the ability to negotiate businesses that they did not want in the new strip mall,

and both parties had agreed to this point. Southbridge, which is statistically, a low-

income, visible minority community with high unemployment, low graduation,

predominantly female-headed households and 25% of the community in low-income

housing, did not concur with the developer when informed that a principle tenant of the

development would be a payday loans business. "The community absolutely did not

want this type of predatory business in the neighborhood", (Thomas, 2012), and the

developer just stopped meeting with SWCSC after this roadblock.

In Wilmington, as in many municipalities across North America, part of a rezoning

application requires that the proponent meet with the community. This is to attempt to

get the support of the neighbourhood prior to going to the zoning board for a hearing. If

the community supports the development, they provide a written letter that is submitted

to the zoning board and put into the minutes of that hearing: "If we're opposed, we do

the very same thing" (Thomas, 2012). This means that the government is not involved

in the meeting or negotiations prior to the community providing their support or not. In

fact, according to Thomas (2012), Julian Gross of the Partnership for Working Families

emphasized that local government must not be involved in the CBA negotiation process:

Just the developer and the coalition.

So, when the SWCSC was approached by the Peninsula Compost Facility to

discuss with them their intentions and to garner community support, according to

Thomas (2012) it was an entirely different process. There was no public money

involved – the compost facility needed zoning approval, but was receiving no incentives,

tax breaks or other money, to Thomas' knowledge (ibid.). There was some

unwillingness by community members to have this type of facility in their neighborhood

– according to local Councillor Hanifa Shabazz, "the citizens of Wilmington didn't want,

what they felt was, a luxury garbage dump in their backyard" (Shabazz, 2010). The

developers took community members on a tour of their existing facilities to ensure they

were comfortable with what they were getting in to.

Zoning approval for the compost was granted on February 27, and the

Community Benefits Agreement was signed on February 28, 2008 (Lavine, 2008b).

The agreement was legally binding between the coalition and Peninsula Compost

Company (BioCycle Regional Roundup, 2008). The Community Benefits included:

- o 20% local hiring requirement
- o 20% minority hiring requirement
- o Creation of a 24-hour community hotline for residents to file complaints against any element of the construction process

- o Ban on construction trucks using local residential roads
- o Funding for a job training program
- o Requirement to employ only *local* contractors
- o Neighborhood parking lot

Figure 8: Community Benefits won through Peninsula Compost CBA
Source: (LaSalle, 2011)

According to Thomas (2012) the compost facility CBA success is partly due to

the developer wanting, or at least believing, in the CBA as much as the community.

The facility itself has done some promotion for Community Benefits Agreements,

presenting their experiences at the Tulane University conference – "Win-Win-Win; The

Advantages of CBAs for the Community, Developers, Government, and You!", in 2010.

Since negotiating with the compost facility the SWCSC has signed on to three more area CBAs (Thomas, 2012). Therefore, in Thomas' opinion, he doesn't believe that the CBA process hinders local development, as some critics have suggested (ibid.). Finally, as Thomas states, "Each time, the process has become less and less controversial or difficult because we're developing a track record of negotiating in good faith" (ibid.).

The following table provides a summary of the cases including the approximate year the work began, the year the agreement was signed or brought into force (if applicable), they key actors and the project around which they were organizing.

Case Study Summary

Coalition Name (City)	Project providing catalyst	Year begun (approx.)	Year CBA signed (if applicable)	Benefits Sought
OneHill (Pittsburgh, PA)	Pittsburgh Penguins Hockey Arena	2006	2008	- $2 million for the creation of a grocery store - Prohibition of developer interference with how workers choose union representation. - Multi-purpose center for youth, families, and seniors - First source hiring for construction jobs and jobs contracted or leased with the Arena - $6 million to support economic development, drug treatment and mental health services in neighbourhood - Adherence to wage standards for each designated industry, including health benefits.
OneDC (Washington DC)	Shaw District/ "Duke" plan redevelopment	2005	2011	- affordable housing - first source hiring - job training - community development fund
OaklandWORKS (Oakland, CA)	Oakland Army Base	2009	2012	- local hiring - disadvantaged hiring - living wages, - restrictions on temporary worker usage - community oversight and enforcement
Greater Longfellow Community Coalition [GLCC] (Minneapolis, MN)	Purina Mills Factory Redevelopment	2005	2008	- 30% affordable rental units - no more than 60% of units in any one building may be "affordable" - living wage - 30% local retailers - 10% "Community Based Small Businesses" (defined in CBA) - Implementation Committee that to oversee CBA - Binding arbitration clause
Los Angeles Alliance for the New Economy [LAANE] (Los Angeles, CA)	Expansion of Los Angeles Airport (LAX)	Circa 2002	2004	Approx. 80 "wants" (Smart, 2012) - job training - living-wage requirements - Soundproofing of local schools, city buildings, places of worship and homes - air study funding, - emissions reductions - Incorporation of CBA provisions within all airport contracts (contractors bound to CBA)

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Canal Side Community Alliance (Buffalo, NY)	Erie Canal/Buffalo Harbour Redevelopment	2008	2010	- Environmentally friendly construction and operations - Support for local independent businesses - Mixed income housing - Targeted hiring objectives for construction and permanent jobs. - Living wages - Support for minority and female-owned businesses as commercial tenants
Good Jobs and Liveable Neighborhoods [GJLN] (Milwaukee, WI)	Demolition of Expressway opening up development lands owned by the County	2002	2005	- Living wages for construction jobs - Implement job training programs. - Affordable housing - Training and placement for minority workers - Community and Economic Development Fund, with money from land sales, to fund the Community Advisory Board to oversee and monitor implementation of the CBA
Faith Coalition for the Common Good [FCCG] (Springfield, IL)	High speed rail development	2009	2011	- Relocation Assistance - Local Hiring - Money for job training - Equal Opportunity for workers and for consultants - Monitoring Committee to oversee CBA
Harrison Neighbourhood Association [HNA] (Minneapolis, MN)	Bassett Creek Valley Redevelopment Master Plan	2005	Continuing to be developed / likely with City rather than developer	- Avoid displacement - create affordable housing - Hire locally - Include meaningful community involvement - Redevelopment Oversight Committee - Environmental Stewardship
South Wilmington Coalition for a Sustainable Community [SWCSC] (Wilmington, DE)	Peninsula Compost Facility	2007	2008	- 20% construction for minority contractors - 20% jobs, fulltime/part time for local area residents - Designated truck route, $500 fine if violated - 24-hour toll free hotline - Funding for a job training program - Requirement to employ only local contractors - Neighborhood parking lot

Figure 9: Case Study Summary Table

Chapter 6: Analysis of Three Themes

Representation - Creating a Solid and Diverse Base

As illustrated in the literature review, the key academic warnings and concerns regarding CBAs have focused almost entirely on representation and legitimacy. Concerns were also raised that in some cases the organizing activists themselves could be the beneficiaries of the CBA rather than local residents (Wolf-Powers, 2010), and that a representative coalition could remove this apprehension. However, aside from stating that it was important or essential, there was very little discussion regarding how that was to be achieved. As Gross (2008) states, it is in the best interest of the community coalition to involve as many people as possible, and that only a broadly representative group of local actors would have the ear of government to be able to influence the process and sign a CBA.

In many of the interviews it was indicated that the coalitions were questioned, both internally and externally, regarding their legitimacy and representativeness. Most of the time these concerns were "easily addressed" because coalitions could present lists of participant addresses, local residents knew the faces of the people on the various committees, and most of the groups interviewed indicated that they spent a great deal of time knocking on doors, hosting information dinners and '*postering*' the neighbourhoods that they felt would be affected. As the coalitions grew locally, word-of-mouth would attract those residents who were initially reluctant and those groups that initially didn't want/need to participate.

In the case of both the Hill District in Pittsburgh and the Port/Army Base Redevelopment in Oakland the coalitions were surprised to find other groups claiming to represent the community either negotiating in advance of the community coalition or taking a seat at the bargaining table when the negotiations began. In Pittsburgh a group that had been assembled by the government and the developer were claiming to be representing the community.   After some political wrangling - including a televised public burning of an arranged CBA document signed by the "backroom coalition" (Redwood, 2012), the developer and local government – the OneHill coalition were invited to participate in the creation of the CBA. According to Redwood (2012) it wasn't necessary to "prove" representation of the coalition as the people who lived in the neighbourhood knew that OneHill was comprised of people who they knew from the area: People that had been knocking on their doors, sharing information and inviting them to participate. Therefore, because OneHill had spent time doing grassroots organizing it was not, according to Redwood, difficult to demonstrate that they were really the ones representing the community, at least to the community.

Similarly in the Oakland Army Base/OaklandWORKS campaign, a group of developers and trade unions were negotiating a labour agreement for the redevelopment when a City employee was invited to join them. When she arrived, "to a group of about thirty-five white men sitting around a table making a deal" (Epstein, 2012), she informed the mayor who ensured that future discussions included OaklandWORKS.   Once OaklandWORKS arrived, the previous arrangements – made by the developer and trade unions – were re-negotiated with the community group present (Epstein, 2012). In the case of the Los Angeles Airport expansion the

legitimacy of the group was challenged by local politicians, some individuals, and a neighbourhood group that had chosen not to participate in the CBA. LAANE had reached out to this group repeatedly but the neighbourhood association did not what to join. In the latter stages of the CBA process the association publicly questioned if the LAANE-led CBA group was representative. However, LAANE had a trail of letters and emails that proved the group was asked to participate and decided not to. Here again it was the initial grassroots organizing and early work (flyers, website, door knocking, meetings) that ensured the members of the community were familiar with the local residents claiming to be representative.

As Reverend Smart (2012) states, it's hard to get individuals to participate without them being part of a larger group. The best way to get individuals out is through door to door campaigning (ibid.). Going door-to-door was a common theme in many of the coalitions examined, such as Oakland, Washington DC, Milwaukee and Springfiled. However, the Springfield example is quite interesting because they were a faith based coalition – the "Faith Coalition for the Common Good" (FCCG) that did one-on-one organizing but encouraged people to join through their church or other faith-based, political, or environmental groups (Heideman, 2012). The FCCG then trained approximately 180 representatives from the various groups (around grassroots organizing and community benefits agreements) and had those individuals return to those they represented to further train and organize them.

In Oakland it was stated that the group had trouble engaging youth groups, and specific immigrant populations such as the SE Asian community and the Latin community, though it wasn't for lack of trying (Gordon, 2012). In Washington, Moulden

(2007) stated that they don't have strong representation from the middle-class black population because in his mind they just want change but aren't concerned with the nature of the change. Epps-Addison (2012) was candid in her admittance that, "the events (protests, rallies, etc.) were attended by primarily whites and very heavily union represented and clearly that is not the demographics of the City of Milwaukee." Milwaukee, according to Epps-Addison is a city where people of colour make up the majority and they are underrepresented in the unions.

As mentioned in some of the coalitions there were groups that just outright did not want to participate in the early stages, but oftentimes these groups would come back to the table (Smart, 2012; Epps-Addison, 2012; Fife, 2012). Fife (2012) suggests that it's difficult to get people to come out for the early coalition building, planning and determining the structure – the "unsexy work", but that there's a noticeable difference in the number of people out supporting the cause when the "cameras are on" (ibid.). However, these late joiners and publicity seekers are usually welcomed because it's difficult to build and sustain these coalitions (Epps-Addison, 2012). The representative-ness of the groups is often measured by sheer numbers, signatures, addresses and maps that demonstrate who is involved when questions of legitimacy arise.

Based on my interviews it is apparent that although coalition building was undertaken strategically, when questions of legitimacy arose the coalitions often let their organizing efforts speak for themselves: They knew when they were representative and were not hesitant to demonstrate it through their collected communications, town hall meetings and referendum votes, and by simply pressing on, and continuing the struggle even when questioned. The literature (Been, 2010; Gross, LeRoy, & Janis-Aparicio,

2005; Wolf-Powers, 2010) supports these findings to the extent that most authors specify the necessity of a broad and representative coalition. As well, Gross (2008) identifies, and the cases herein corroborate, it is in the best interest of the coalition to involve as many people/groups as possible to help build leverage. As Moulden (2012) states regarding the OneDC coalition, "everyone is welcome at our meetings, we don't exclude any people or groups."

As suggested by the existing CBA literature, the cases that I have analyzed demonstrate the amount of effort organizers put forth to ensure their coalitions are considered representative, particularly where a missing element or weak link was identified. This was necessary as there was evidence of attempts to "divide and conquer" through the signing an agreement that would benefit certain groups and exclude other (Gross, LeRoy, & Janis-Aparicio, 2005) and/or "cherry-picking" groups that could be easily swayed or easy to negotiate with (Been, 2010) while avoiding the difficult groups. Obviously Pittsburgh and Oakland are very salient examples of this phenomenon, however the experience of the Harrison neighbourhood in Minneapolis is also of interest. As discussed, the City of Minneapolis had ordained a "Redevelopment Oversight Committee" to implement the Bassett Master Plan. The committee included two neighbourhood associations and the valley business association, among other individual representatives, and City staff. And while the Harrison neighbourhood – the most racially diverse and economically distressed of the three participants – contributed to the 'official' process, they continued their efforts to organize, inform, educate, and solicit support for a community benefits agreement outside of the confines of the City process (Hiscock, 2012).   In fact the City was not interested in a community benefits

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agreement at all, stating that they "already do community benefits" (ibid.) and therefore

don't need to have a formal agreement. In this instance the City did not want to directly

engage the Harrison neighbourhood and instead set up their own process, choosing to

cherry-pick those groups that were easier to work with and attempt to minimize the

impact of the Harrison neighbourhood. (ibid.)

As Epps-Addison (2012)indicates there were attempts in the Milwaukee case to

use the white/unionist appearance of the coalition to try and drive a wedge between the

compact and the community they were fighting for, as an argument to dodge the CBA

discussion.   However, the policies the Milwaukee coalition was arguing for supported

minority and female hiring and a living wage for all. "The coalition had the best interests

of everyone at heart" regardless of their skin colour or socio-economic background

(ibid.). This raises an interesting question, one that Micaela Shappiro-Shellaby (2012)

indicated that the CanalSide coalition was asked directly, "what gives you the right to

represent the community?" As indicated during our interview, "I have not come up with a

perfect answer, but (the coalition) legitimately does represent local labour, local

business, local community and faith groups" (ibid.). In her mind the question points to

the bigger issue of, "what community or who is being affected by the development?"

"It's always a struggle (to answer)" (ibid.) when questioned about the

representativeness of the group.

In each case, not only did the coalition keep advocating and fighting for what they

believed to be in the best interest of everyone, but they expanded beyond their local

networks and enlisted larger groups with more political clout to get their message

across. Ensuring their group was viewed as representative, but also collaborating with

strategic partners, that could enlist many supporters and, who had experience with these sorts of organizing efforts.

Collaboration – Punching Above Your Weight

> *A community group's ability to win a CBA is directly related to how much power it has organized (Gross, LeRoy, & Janis-Aparicio, 2005, p. i).*

A key strategy employed by the community groups in the cases I have identified was to partner with other actors functioning at a regional or national level; i.e. actors with broader connections and resources. This corresponds with urban regime theory which posits that groups that are more marginalized need to recruit partners operating at various levels to affect the decision making process (Stone, 2005). This multi-layered collaboration was evidenced in almost all of the cases.

One of the primary nationwide collaborators is an organization known as The Partnership for Working Families (PWF) which is a "national network leading regional advocacy organizations" (Partnership for Working Families, 2008a) that helps, "organize, negotiate, and implement precedent-setting community benefits agreements (CBAs) around the country," (Partnership for Working Families, 2008b) among other efforts. While little historical information is available about this group, the PWF have been directly and indirectly linked to numerous CBA agreements across the United States and to several of the cases I have examined. In Pittsburgh it was the Hill District Consensus Group's partnership with Pittsburgh United - another group aligned with the Partnership for Working Families - that allowed them to gain access to some CBA

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funding when they formed OneHill with Pittsburgh United and the other coalition members (Redwood, 2012). The Harrison Neighbourhood received assistance from faith based group ISIAH – an affiliate of the Partnership for Working Families – and, according to Hiscock (2012) the group "really benefitted from a strong network of other organizations", not only for resources but for helping with turnout to events, etc. In Wilmington, DE it was the direct involvement of Julian Gross – lawyer, author and oft-quoted CBA expert - whose conversations with Marvin Thomas lead to the formation of the South Wilmington Coalition for a Sustainable Community (SWCSC) and who visited to speak regarding "capacity building" and community benefits in general. (Thomas, 2012) Gross has written for and been linked to the Community Benefits Law Center, which is an off-shoot of the Partnership for Working Families. In Buffalo the Canal Side Community Alliance received advice and used the resources of the PWF and other "enlist(ed) allies" (Stone, 2005, p. 313)

Another important consideration in creating these regional and national partnerships is to align strategically with networks that have experience dealing in the general (or specific) subject area of the CBA struggle. For example, the Faith Coalition for the Common Good (FCCG) in Springfield, IL was focused on a state-wide high-speed rail project that would link Chicago and St. Louis. The group's regional and national coalition building focused on partnering with the Illinois Department of Transportation (I-DOT) and the Transportation Equity Network (TEN) – which is comprised of more than 350 grassroots organizations spanning 41 states, seeking to establish an equity-based national transportation system. (Transportation Equity Network, 2014). As Heideman (2012) explains, it was the mentorship of TEN that really

helped the FCCG focus, organize, and train their community champions. The LAX

coalition for Economic, Environmental and Educational Justice used resources and

experiences from some of the first California CBAs and partnered early on with the Los

Angeles Alliance for the New Economy (LAANE) who had worked on other early

California CBAs. As Smart (2012) indicates, "at the time (of the Los Angeles Airport

CBA) there were no national CBA groups" however, the group enlisted national

environmental groups such as the Coalition for Clean Air and labour unions including

the Service Employees International Union (SEIU) and the Teamsters in order to

provide them with some political clout and organizing capacity.   Since that time LAANE

has become a member of the Partnership for Working Families and have been known to

collaborate with and provide resources for other smaller-scale groups such as

CanalSide in Buffalo.

Another key theme was the need to solidify the central position of the community

organization within the broader coalition, particularly in relation to unions. It should be

noted that the previously discussed Partnership for Working Families has a direct

affiliation with national labour unions (Epstein, 2012) and therefore working with them is

equated by some groups as working directly with trade unions. As revealed through my

interviews with OaklandWORKS, the group did not work with PWF explicitly for that

reason. "We specifically did not get assistance from the Partnership for Working

Families because they are affiliated with national labour organizations. If you involve

them, then they tend to have their needs met first," explained Epstein (2012). As

discussed in the literature review, tensions and distrust are well established between

community-groups and trade unions (Levi, 2001). As the cases herein demonstrate,

aside from the OaklandWORKS example and despite these relationship strains, unions play a role in almost all CBA negotiations but it is important for the grassroots organization to establish their goals, policies and 'wants' prior to collaborating with the highly organized and politically connected national labour and trade unions.

In the Milwaukee PERC, because the coalition had come together on behalf of, more so than with, the affected community, a lot of time was dedicated to building trust between the community, the coalition and one of their key strategic partners, a large construction union (Epps-Addison, 2012). "Unions in Milwaukee have a very tenuous relationship with the black community, and within that community there's a lot of distrust with the unions based on historic divisions and policies. The unions are not particularly diverse even today." (ibid.) The ability of the coalition to get the union's buy-in, even if the coalition members were not seeking jobs for unionists, demonstrates how a strong core position - seeking to improve the lives of all people in Milwaukee through policies that benefit everyone who works on those sites; union or otherwise – can cajole the support of all types of strategic partners. Notwithstanding their alliance with Pittsburgh United, who in turn were aligned with the Partnership for Working Families, the OneHill coalition, "…had a lot of pushback from the construction unions, who sign their own construction agreements and therefore don't want anyone else getting benefits that might take away from their construction agreements." (Redwood, 2012) In both the Pittsburgh and Buffalo cases the developers were able to get the unions to come out against the coalitions, who were aligned – at a different level – with the unions themselves, or with different unions. (Shapiro-Shellaby, 2012; Redwood, 2012) "It wasn't that we didn't want them involved," Redwood (2012) indicates. "We were trying

to get as many groups and people involved as we could; our main objective was to involve people from the neighborhood, but equally crucial was to get allies from outside the neighborhood involved." As Shapiro-Shellaby (2012) specifies, "when it comes to coalition building you need to include (the trade unions) but you have to have some sort of timeline for them, otherwise they'll just go and sign an agreement themselves." Therefore, having a strong central campaign and representative coalition prior collaborating with regional and national partners helps to ensure that the demands of the core group are not overrun, once they become more powerful and connected.

The benefits derived from these partnerships are quite varied. Oftentimes it revolves around influence and clout – which is where national orgaizations such as the Partnership for Working Families or Gamaliel (Springfield, Buffalo) can lend their 'weight' to a small local coalition. Sometimes it can involve access to money for research or legal representation, such as the partnership between OneHill and PittsburghUNITED. From time to time these collaborations are formed as a way to gain knowledge about past experiences and strategies. Examples include the Harrison neighbourhood in Minneapolis who benefitted from the resources and organizational power of their various collaborators (Hiscock, 2012) and the OneHill coalition's alliance with PittsburghUNITED (and in turn the PWF) allowed them to access some national funds that were earmarked for community benefits agreements (Redwood, 2012). It was a local University Professor's connection to Julian Gross – CBA author and founding partner of the Community Benefits Law Center that put the Wilmington Deleware coalition in touch with the necessary knowledge and resources to push their efforts forward (Thomas, 2012).

Bechtel (2008) sets out some guidelines and best practices, related to the "neo-institutional approach" articulated by Klein & Tremblay (2010), to be carried out by coaltions to help alleviate conflict from within – a problem that can arise when assembling collaborative partnerships (Salkin P. E., 2007). The neo-institutional approach is used in analysis of the cooperation and coordination, which is shaped by compromises and prevailing institutional arrangements, that contributes to conflict resolution (Klein & Tremblay, 2010). Bechtel (2008) recommends that coalitions establish by-laws and rules of governance, define what it means to be a member, and sign-on to overarching vision or purpose statements. Furthermore, establishing a new legal entity which the various collaborators become members of may help to alleviate concerns surrounding cherry-picking and divide-and-conquer strategies discussed previously. As Bechtel (ibid., p.146) suggests, "structuring efforts early on can significantly bolster the credibility and perhaps the long-term success of the effort." The following table provides some insight regarding the various coalitions and their adoption of some of these early structuring efforts.

General Coalition Structure

Coalition name	Group is/became "legal entity"?	Sign-on to overarching vision?	Membership requirements?	How are decisions made?
OneHill (Pittsburgh)	Yes	Yes	$5 fee	Elected executive & negotiating team, decisions to large group
OneDC (Washington)	Yes	Yes (planks)	(unclear)	Consensus @ bi-weekly meetings
Oakland WORKS (Oakland)	Yes*	No; loose group, very organic – (Gordon, 2012)	No; typically group participation, few individuals	Elected negotiators could make decisions but oft. returned to big group.
Greater Longfellow Community Coalition (Minneapolis)	Yes	Yes	From one of the four neighbourhoods	Exec. Director and Board Members; votes to greater group; majority wins.
Los Angeles Alliance for the New Economy (Los Angeles	Yes	Yes (steering/negotiating committee)	No (not for "town hall" meetings)	Elected steering & negotiating committees. Large group ratified committee decisions @ "town hall" mtgs.
CanalSide (Buffalo)	Yes	Yes	(unclear)	Strategy team brings decisions to group vote

Coalition name	Group is/became "legal entity"?	Sign-on to overarching vision?	Membership requirements?	How are decisions made?
Park East Redevelopment Compact (Milwaukee)	Yes	Yes	After signing must attend two meetings before granted vote	Coalition decides actions – completed by "organizers"
Faith Coalition for the Common Good (Springfield, IL)	Yes	Yes	Yes, annual fee based on size of org.	(unclear)
Harrison Neighbourhood Association (Minneapolis)	Yes	Not officially	Local resident or invited expert	Elected executive
South Wilmington Coalition for a Sustainable Community (Wilmington)	Yes	Yes	No	Votes; majority rule

Figure 10 – Chart outlining general coalition structure

*Note: OaklandWORKS advocates for, "underrepresented and underserved communities in the areas of economics, social, and environmental justice" (OaklandWORKS, 2011) and was one of the signatories to the recently approved CBA. Though they are a legal entity, they did not partner with REVIVEOakland or other signatories to form a coalition: They created their own coalition.

The preceding table demonstrates that a majority of the cases analyzed have

implemented – whether consciously or otherwise – many of Bechtel's (2008) suggested

structures in some way or another. It should be noted that Behctel's recommendation

that coalition(s) establish by-laws and rules of governance (ibid.) is in my opinion the

natural outcome of becoming a legal entity, getting sign-on, establishing membership

requirements and agreeing to a decision making process. Therefore a separate column

was not included. These examples could be analyzed using a neo-institutional

approach based on findings herein. More detailed investigation of the individual cases and early structuring efforts would be necessary for a comprehensive discussion, but the cases I have examined demonstrate at least rudimentary implementation of what has been postulated by Bechtel as best practices for coalitions seeking to improve their accountability and success.

In summary the cases described herein support the literature with regard to the emphasis on the necessity of partnering and collaboration. While all of the CBAs examined demonstrate a willingness and ability to work together with other groups, actors and participants operating at a range of scales and across fields, each case illustrates the variety of ways this partnering and collaboration actually takes place – which is something the literature does not break down. Groups select their collaborators for a number of different reasons including political clout, specific technical knowledge, to access certain resources or populations, for organizing power, etc. The benefits agreements analyzed also demonstrated an adherence to the neo-institutional best practices outlined by Bechtel to assist with conflict avoidance and resolution. The definition of a core or central position/mission for the group also helped to avoid conflict when dealing with and involving partners with different capacities and at different scales.

The Role of Government

Another area that has been discussed but not comprehensively explored in the academic literature is the role that local government plays in the community benefit

process. This could be due to the common definition of "CBA" which speaks to the direct, bilateral relationship between the community and the developer (Gross, LeRoy, & Janis-Aparicio, 2005), because their role continues to be wrapped up in the articulated and fixed *public process*, or possibly because government responses to CBA efforts have been radically varied (Wolf-Powers, 2010), and inconsistent (Been, 2010), making it difficult to define a concrete position.

The cases described herein each provide evidence of a varied and inconsistent response to the CBA process, and feature an interesting and diverse response from, and role for, government staff and elected officials. For example, in Oakland, Mayor Dellums and his staff broke up the *closed-door* discussions that were going on between the Port of Oakland (public entity), labour groups and developers to ensure OaklandWORKS - a coalition of local area residents - had a place at the table and a voice in the deliberations (Epstein, 2012; Gordon, 2012). In Wilmington, DE a local council member helped point the South Bridge Civic Association toward the CBA process and encouraged coalition building with other like-minded, local, faith and labour groups; then stepped aside so that the group could follow the advice of Julian Gross who stressed to them that "local government should not be involved" (Thomas, 2012).

At the other extreme, there is the experience of the Park East Redevelopment Compact (PERC) in Milwaukee whose coalition of labour and business groups were turned down in their petitioning of municipal government for broad, general community benefits to be included in all downtown redevelopment policies was turned down by one vote at Council. Fortunately for them, "county supervisors, responding to the political power and moral arguments of (the coalition)" (Wolf-Powers, 2010, p. 15), memorialized

the CBA measures regarding development on county owned lands (Epps-Addison, 2012) shortly after. Overall, seven of the ten case studies contained herein demonstrate at least a willingness of the local government to listen to, and in some cases work with, the coalition in an effort to better secure and distribute the identified benefits. That being said, aside from Wilmington compost facility example, none of the community coalitions described their experience with the local government as straightforward. Educating, lobbying, demonstrating, and pressuring local politicians and administrators throughout the CBA campaign was commonplace for coalition leaders and members. However, the experience of the coalition regarding the Pittsburgh Penguins Arena could be described as an outlier – at least in the cases I have identified.

The City of Pittsburgh - who had exercised their powers of eminent domain when the original Penguins arena was constructed in the 60s – this time attempted to put together their own *community coalition*, calling on local leaders and unions to participate in planning for the new public-private partnership for a new hockey arena: Plans that were already all but formalized. (Redwood, 2012) Then, the City suspended these discussions due to what was described as community "bickering" and uncertainty around who was representing the community (ibid.). Next, the city and the developer – the Pittsburgh Penguins hockey team – produced what they *branded* a community benefits agreement, a document that was composed during the "suspension" of the talks (ibid.). This agreement was publicly denounced, and then physically set ablaze (Redwood, 2012; Young, 2008a), to make a statement that this was a contrived document that featured "nothing but vague promises and general concepts," (Young,

2008a) not informed by community input (Redwood, 2012). This time, the publicity of

the "CBA burning" forced local government back to the table with the newly created

OneHill Community Coalition. As Redwood (2012) indicates however, the developer

was rarely present because the City of Pittsburgh had already signed off on the stadium

deal. There was little incentive for the developer to be involved in the discussions

(Young, 2008b). Eventually the deal was signed by the OneHill coalition, the developer

and the government, however the way that it is structured the benefits being delivered

to the community are all reliant on the government. With state and municipal subsidies

estimated by the coalition at approximately $1 billion over the life of the agreement, the

Penguins investment $1 million total into the community (Redwood, 2012) seems paltry.

As for the idea that the local subsidies will *trickle down* to the community, Redwood

states that the "players don't pay tax locally and neither does the ... owner, and the

employees (at the stadium) are barely making enough – part time and low wage – to

make a living and not contributing much to the local taxes" (ibid.). An example of

government doing whatever it takes to attract and support the elements of capital

production and investment, "blocking and covering" (ibid.) for the developer and working

against the community.

In Washington, Moulden (2012) attributes the decline in coalition support during

their lengthy CBA process to comments by the local government that the group was not

working in the greater interest of the city. Collaboration from strategic partners dipped

from 17 groups at the beginning to just 4 in the end, however community participation

did not wane. Furthermore, a change of Mayor during the 5-plus-year CBA campaign

saw a supportive Mayor ousted and a newly elected official that was not interested in

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the community benefits process (ibid., 2012). This lead to a sit-in at the Mayor's office, a demonstration as his residence and other conflicts.

With regard to the literature it is evident that government response to CBA campaigns is inconsistent (Been, 2010) and variable (Wolf-Powers, 2010). These cases provide examples of government partnering with coalitions, governments being receptive to CBA requests, and governments acting as sabateurs throughout the process. Gross et. al. (2005) speak to the preference and/or necessity of government removed from the CBA process, favouring bilateral agreements between communities and developers, only the Wilmington, DE compost facility example provides evidence that a hands-off approach by local government can be considered a key to success. In all other examples the municipal government was either directly or indirectly involved in the process – either positively or negatively. As Epps-Addison (2012) states, these (Milwaukee) experiences have changed the dynamic regarding what local coalitions can ask for and what local government should be doing to aid urban areas. Moulden (2012) describes the local government as being one of the necessary *targets* of a CBA campaign, to ensure they're doing what they can to assist the coalition in achieving their goals. As Hiscock (2012) says, "there can and should be a role for government. When (you) get to the point of agreement with the developer, these (benefit agreements) should be mirrored in the City development agreement." Memorializing the CBAs into the development agreement, as some herein have done, ensures that the neogitiated promises have some sort of teeth and political backing. This view suggests that government's role can be a central one, and that its place witin any CBA process, often

overlooked in most accounts, should be better integrated into existing and future

analyses.

The Role of Government

Coalition Name (City)	*Nature/form* of Gov't Involvement	How were they involved?	Observations/Notes
OneHill (Pittsburgh, PA)	Adversarial	- At negotiating table - Providing subsidies to developer and set up Development Corporation.	- Acted in public against coalition, including creating CBA w/o community input.
OneDC (Washington DC)	Initially cooperative but grew adversarial	- Initially supportive but changed during CBA campaign - Providing subsidies to developer/own the land - At the table as Development Corp.	- Group demonstrated in front of Mayor's house and staged *"sit-in"* to have CBA recognized - CBA part of development agreement
OaklandWORKS (Oakland, CA)	Cooperative	- Initially Mayor greatly interested - *Army base lands controlled by government for redevelopment - Development Corporation	- Election mid-campaign changed local atmosphere but former assistant stayed on to help coordinate - CBA part of development agreement
Greater Longfellow Community Coalition [GLCC] (Minneapolis, MN)	Communicative but hands off	- Group negotiated directly with developer - Some helpful city staff, but little direct involvement w. coalition	- City did not memorialize CBA in development agreement
Los Angeles Alliance for the New Economy [LAANE] (Los Angeles, CA)	Mostly cooperative	- Airport an "arms length" org. of City - Mayor's representative at neg. table - Public infrastructure project (no overt subsidies, but taxpayer money)	- Councillor involved, Mayor involved, presentations to City Council/Committee - Generally supportive - Change of power mid-campaign meant some changes to CBA
Canal Side Community Alliance (Buffalo, NY)	Mixed	- ECHDC is State Dev. Corp. - Hard to "negotiate" with due to agenda, power level	- CBA part of canal lands development policy/agreement.
Good Jobs and Liveable Neighborhoods [GJLN] (Milwaukee, WI)	City – adversarial County - Cooperative	- City land not part of CBA - County land memorialized CBA - Negotiations directly w. City/County as no developer announced	- CBA part of PERC development policy/agreement.
Faith Coalition for the Common Good [FCCG] (Springfield, IL)	High	- FCCG "negotiating" with local/state government - Subsidies provided at all levels of gov't, - project announcement, not specific land development	- CBA part of Springfield High Speed Rail initiative (state wide cooperation)

Harrison Neighbourhood Association [HNA] (Minneapolis, MN)	Mixed	- Subsidies, tax incentives, etc. re. redevelopment of valley lands. - Negotiations w. private developer. - Little interest in separate CBA as valley plan viewed as parallel by City.	- CBA elements/promises included in the Valley Plan. - Copied some structure from CBA btwn. Coalition and developer into Dev. Agmt.
South Wilmington Coalition for a Sustainable Community [SWCSC] (Wilmington, DE)	Not involved	- No public money involved - City not part of negotiations	- SWCSC and Compost Facility signed agreement, then SWCSC gave "blessing" at rezoning hearing.

Figure 11: Summary regarding the role of government in cases

Chapter 7: Conclusion

As noted in the introduction, large-scale developments, particularly those that can increase immediate and surrounding land values, remain a key component of economic development strategies today and are congruent with the latest in neoliberal policy spreading throughout North America. As Petersen (1981) describes, land is the one "factor of production" that a city controls, dictating what that land may be used for, exercising "eminent domain"[8], and providing infrastructure for uses that it prefers. And what are local governments expected to do? When 75% of their revenue opportunities come from property tax, they have little choice but to maximize the assessed value of its real estate and compete for those things that help raise the assessment value (Bezdek, 2006). Unfortunately, the competitive pursuit of economic interests by local government can and does come at the expense of those less powerful, influential and "well-heeled" citizens, to benefit the few.

Community Benefit Agreements are being touted (and used) as a means for returning the marginalized and disenfranchised to the table, forcing development projects and government policies to consider the effect of their collective works on a broader cross-section of citizens than previously considered. The ability for the CBA to ensure real benefits are bestowed upon those populations that are most affected by a public-private mega project is their greatest strength. However the agreement that is the end result of the CBA process reveals little of the struggles and strategies that are articulated through the interviews I have conducted. CBA literature speaks of best

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[8] Eminent domain is that power of a public entity (city, etc.) to take private property for public use (U.S. Department of Housing and Urban Development, 2012).

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practices to ensure the "winning of a CBA" (Gross, LeRoy, & Janis-Aparicio, 2005), ensuring grassroots coalitions are representative of the local population, recommending strategic partnerships and key collaborators are brought into the fold, and defining a role for government.

This work demonstrates that the success of any particular CBA is tied to a community organization's ability to mobilize the local and non-local resources and alliances that can best support their context-specific needs, and to illustrate the varied means by which this mobilization is achieved. The literature lays out that representation, collaboration and strategic partnerships *should* help to ensure CBA success, and analysis of the cases herein reveals that these three elements are present in any campaign, generally. However, it is the varied means by which the organizations achieve the end result, weave and integrate, pursue and implement these themes that has not been closely explored. Perhaps this is because the movement, and therefore the literature, is a comparatively recent phenomenon but there appears to have been less effort dedicated to analyzing the unique relationships and innovative paths taken by the individual coalitions and actors in achieving the final agreement. I believe that the multiple case study analysis I have undertaken here, through the use of semi-structured interviews, contributes to the understanding of CBA coalitions by drawing the cases together on the basis of their universal traits and also bringing forward some of the "situational uniqueness" and "background conditions" (Stake, 2006) that differentiate the cases selected.

As discussed in the literature review, regime theory proposes that differentiations in class and social strata provide the context for group action, and that groups at the

bottom of the social strata must "enlist allies" who have relationships with, or are, those in a different (higher) social strata (Stone, 2005). With regard to urban regime theory, I have only been able to scratch the surface of the intricacies of the relationships established, the level at which the collaborators were operating, and the evolution of the relationships between them. But, I believe that there is evidence of the applicability of urban regime theory to the cases and the CBA phenomenon overall. This is apparent in the strong ties between the local coalitions and national organizations such as the Partnership for Working Families, Gamaliel, etc. Similarly, there is evidence of prevailing institutional arrangements and compromises shaping coalition interaction and contributing to conflict resolution (ibid.) but I have only been able to provide evidence of this occurring in my cases and would need to undertake more analysis to determine the extent to which it has happened. The early indicators include the willingness of union to partner with the community coalitions (in some instances), the way the faith based groups set aside moral arguments to work together for local improvement, and the use of the mission, vision, value statements to keep otherwise conflicting groups on the same page. There is much more work that can be done with regard to analysis of Community Benefits Agreements and the accompanying literature.

According to some, CBAs should not be thought of as an inclusive way to undertake development planning, notwithstanding their ability to get new and different voices to the negotiating table. As Freeman (2007) warns, using the CBA as a substitute for an inclusive planning process can reinforce the system that it was designed to counteract – entrepreneurial governance strategies that eliminate public participation and assume that all development is good development. It runs this risk

because it is becoming an alternative and specialized process outside of the traditional (admittedly broken) participatory system. Bornstein (2007b, p.12) suggests that the "collaboration and confrontation" that are part of any CBA struggle, "are simply moments in the longer process of challenging conventional approaches to development." As Been (2010) writes, the arrival of the CBA phenomenon should be a signal to local government that current processes are not sufficiently addressing the needs of the general population. Municipalities must refine land planning procedures to, "ensure a more effective and satisfying role for community input early in the approval process" (ibid., p. 65).

Epps-Addison (2012) would agree with Bornstein (2007b) and Been (2010) because as she describes, the CBA campaign in Milwaukee had the effect of "changing the dynamic and the conversation around what local governments should be doing to address problems in urban areas." I would agree with Freeman (2007, p.2) that "we should not allow developers or politicians to use CBAs as fig leaves for the lack off a truly democratic planning process," but there is evidence to suggest that it can be used a foundational base around which to mobilize actors, resources and new institutional arrangements and processes, which can be used as leverage to push for greater inclusionary planning.

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