

**Community Benefit Agreements: A Framework for  
Participatory Planning for Toronto's Future Development**

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## **ABSTRACT**

Community Benefit Agreements (CBAs) are a relatively new land-use planning tool and there has been little evidence of incidence or success in benefiting communities who are a part of these agreements. This Major Paper examines how governmental relations, public policy, and socioeconomic status play a role in creating inequities within communities. This essay investigates how community benefits agreements can be used as a tool to redistribute wealth and back into local economies. Through case studies for the United States and Canada and interviews with key informants, I examine the capacity of CBAs to engage local residents in employment opportunities, to foster community and environmental improvements, and to secure affordable housing through these legal agreements. The intent of this study is to assess the impact and to evaluate CBAs to ensure best practices for future urban planning initiatives and for promoting equitable development. As new policies emerge that accelerate development, increase displacement, and prioritize land as a commodity, it is critical to look for community solutions to ensure that marginalized communities' voices are heard. My intention for completing this research study is to engage in potential solutions to address the gap that exists within Urban Planning surrounding the lack of community involvement in large-scale development projects. Drawing from six case studies within North America, this paper provides an overview on how to make CBAs feasible within Toronto. My findings suggest that while CBAs can generate significant reinvestment for communities they are not applicable for every new development, require well-defined targets, monitoring, and evaluation by all stakeholders for effective implementation.

**Keywords:** *Participatory planning, employment, affordable housing, community benefits, social justice*

## **FOREWORD**

When I began the Masters of Environmental Studies Planning (MES) program I sought to better understand the processes of participatory planning within neighbourhoods. Throughout my studies, I learned about land trusts, co-ops, community benefits, as well as active community organizations that were advocates for equitable planning. In my trip to New York in my Critical Urban Planning Workshop, 10 other graduate students and I had visited community gardens, activist spaces, land trusts, and affordable and commodified housing developments. Through this trip, I learned about community benefit agreements by visiting the Atlantic Yards/Pacific Park redevelopment. Additionally, I became aware about the injustices that marginalized residents faced during the redevelopment while watching the documentary “Battle for Brooklyn.”

This led me to articulate ideas about how the planning process can be more equitable and inclusive to residents. Furthermore, I became interested in learning about how community wealth and power could be generated so that money from large development projects could be invested within local economies for neighbourhood improvements. My supervisor suggested community benefit agreements as a research topic for my major paper. Through conducting this research study, I was able to gain a deeper theoretical understanding of my areas of concentration of community development, gentrification, and participatory planning processes. As a result, this major paper includes a critical assessment of community benefit agreements from a multi-scalar approach and involves looking at six case studies across the USA and Canada.

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## **Chapter 1: Introduction**

My intention for completing this research study is to understand and evaluate principles of “good planning,” and to better understand the decision-making powers within the planning process. Due to community concerns over the impacts of mega-projects, community benefit agreements have recently emerged as a tool to bring reinvestment back into the community and to allow for more equitable planning processes (Gross et al., 2015). It is argued that community benefit agreements are one of the most successful ways in which low-income communities can challenge growth regimes in a neoliberal society (Saito, 2020, p. 147). What I aim to discover through this research study includes investigating CBAs within the context of US & Canada and their implications for urban land development. This research study adopts a multi-scalar approach. This paper serves as a guidebook for understanding community power and to inspire neighbourhood outreach to address local concerns and promote equitable planning processes. Drawing from six case studies from a North American context, through a community development perspective, this paper assesses CBAs as a tool to ensure accountability, equitable planning, and re-investment into the community. Community Benefit Agreements ensure accountability within the development process by mitigating negative impacts such as gentrification and displacement to bring positive outcomes to affected communities. This study focuses on equitable planning. Community benefit agreements are seen as part of a larger movement for securing social benefits for neighbourhoods. CBAs along with CLTs, Co-ops, and Inclusionary Zoning are some of the tools in which investments from large-scale infrastructure projects can be redistributed back into the community.

## **CBA: Definition, Research Question, and Findings**

**Community Benefits Agreements (CBAs)** are legal agreements that are negotiated between community coalitions, developers, and/or public institutions (Gross et. al, 2008). Community Benefit Agreements are incorporated within large-scale development projects that can be used to achieve value-conscious growth (Cain, 2014, p. 934). CBAs are primarily used to promote the common good and to support planning initiatives. The common good can be described as economic (employment/financial), social (the hiring of certain groups), and/or environmental {air quality/green space/conservation (Baxamusa, 2008, p. 263)}. Through a comparative analysis of case studies within the USA and Canada, this research study aims to define how community benefits differ based on context, and how these examples offer opportunities for implementation within Toronto. My argument is that CBAs have the potential to influence and create equitable planning practices and to foster community engagement. My research question is therefore, **“Through the analysis of case studies within US & Canada, how can community benefit agreements contribute to the common good and promote equitable planning practices? How do community benefit agreements differ in these contexts and how do we define their successes, challenges, and limitations to offer opportunities for implementation within Toronto?”** My findings suggest that community benefit agreements have the capacity to redistribute wealth into local economies and prevent socio-spatial segregation. However, CBAs are not feasible for every new development and should be prioritized in neighbourhoods that have significant community needs such as Toronto’s Priority Neighbourhoods. Moreover, the success of a CBA is directly related to the effectiveness of monitoring and enforcement mechanisms.

Hence, mechanisms such as an oversight committee, penalties for noncompliance, and active enforcement by public officials should be included within all signed community benefit agreements.

## **Literature Review**

Community Benefit Agreements (CBAs) are presented as “empowerment model that combines substantive negotiation, coalition building, and grassroots organizing (Baxamusa, 2008, p. 261).”

Community benefits are related to community organizing efforts and are often facilitated by coalition building among grassroots organizations (Mizrahi and Rosenthal, 1993). The implications of community benefit agreements are that they give historically disadvantaged individuals the opportunity to participate in the planning process (p.60). As a result, CBAs seek to empower communities by challenging the traditional role that planners have played in the development process and can be used to bring equitable outcomes from a development to a community through engagement, negotiation, and reform-based solutions (Baxamusa, 2008).

This literature review suggests that through citizen empowerment, community benefit agreements can drive social transformation (Maton, 2000). My results are supported by a literature review of gentrification, community development, and participatory planning perspectives.

## **Gentrification within Toronto**

Hulchanski’s “Three Cities Within Toronto,” theory describes the socio-spatial segregation of neighbourhoods and the rise of three distinct cities within Toronto from 1970-2005.

City #1 consists of predominantly high-income areas where incomes have risen relative to the Toronto Census Metropolitan Area (CMA). City #2 consists of middle-income neighbourhoods where neighbourhood incomes have remained close to the CMA average since 1970. Lastly, City #3 consists of low-income areas where the income has fallen over the past few decades compared to the CMA average and incomes have fallen significantly (p. 1). The relevance of this article to CBAs is that this study addresses the socio-economic divide in Toronto's neighbourhoods by census tract and informs how the government can redistribute this wealth through the use of community benefit agreements. The socio-spatial polarization described by Hulchanski is caused by gentrification. This term is defined as the "transformation of areas with relatively high levels of affordable housing into middle and high-income uses (Hackworth and Smith, 2002)." This phenomenon in Toronto's neighbourhoods and is actively raising land values and transforming neighbourhoods. The article "The Changing State of Gentrification," describes state-led gentrification and revitalization as a method for generating revenues. Additionally, Thurber & Christiano (2019) add that patterns of gentrification are not only income-based but have implications for gender, age, and class. Lipsitz (2007) states that neighbourhoods of colour are particularly vulnerable to gentrification through historic policies and practices that segregate, contain or exploit and/or remove people of colour (p. 12). McLean, Rankin, and Kamaizaki (2014) describe the long history of spatial inequalities as high- wage earners tended to live downtown while low-wage under employed service workers lived in the inner suburbs (p. 1287). The study was conducted in suburban Toronto's Mount Dennis neighbourhood where active revitalization was occurring through Metrolinx's Eglinton Crosstown construction.

In this area, 55% of the population is foreign-born and has the lowest household incomes in Toronto (p. 1287). This neighbourhood was designated as a priority neighbourhood due to its low-income status, lack of services, and rising crime rate. Furthermore, it was identified that, “often the most marginalized and racialized inhabitants of the city are the most vulnerable to displacement in gentrification processes (p. 1289.” Hence, it is evident that there are structural inequalities and racialization processes that systemically disadvantage low-income individuals (p. 1296). Therefore, the visions of marginalized individuals must be included within the planning process to ensure equity and transparency.

### **Community development and citizen empowerment**

The planning process can be described as political and emphasizes the redistribution of power (Douglas and Friedmann, 1998). Logan and Molotch (1987) describe the city operating as a “growth machine,” where business interests particularly those in property investment, development, and real-estate finance dominate and are one of the most entrenched powers in the city. The theory assumes that a city’s growth is controlled by an elite group that has land-based interests in the manipulation of land to increase property values and benefit from the proceeds of urban growth. In particular, the use of “growth politics” and the rise of an “anti-growth coalitions” often result in response to new developments (Logan and Molotch, 1987). Molotch suggests that the rise of anti-growth movements within areas can influence improvement in state politics (p. 328). Fung and Wright (2003) describe the phenomena of “countervailing power,” as a variety of mechanisms that reduce or neutralize the power advantages of normally powerful actors and decision-makers (p. 263).

Hence, community benefit agreements can be used to empower normally weak or disadvantaged groups. The community benefits movement is most closely tied with Lefebvre's theoretical framework on the "right to the city," and "autogestion." Lefebvre's vision for an equitable planning process is described where "users manage urban spaces for themselves beyond the control of the state and capitalism (p. 141)." Purcell argues that "the right to the city," refers to wider political movements and revolutionary change regarding re-imagining urban space. It is asserted that the production of space is created based on the needs of property owners and through capitalism, which regulates and commodifies urban space (p. 149). Furthermore, the idea of "autogestion," is discussed where decision-making is made by individuals within grassroots communities rather than by state officials (p. 147). Through autogestion, community power develops as individuals realize their power and become capable of managing personal affairs that in turn require less institutional control. Hence, through meaningful engagement with residents, social connections can be made and urban spaces can be redesigned. Through community benefit agreements, residents can reclaim spaces in the city by negotiating use-values over exchange-values and shaping the spaces that they inhabit alongside city officials and developers.

## **Participatory Planning and Governance**

Community benefit agreements create new models for participation and empowerment within the traditional planning process. Theorists emphasize the role of participatory processes in transforming power relations. In order to make community participation more meaningful, the community should participate and be part of the negotiation process within a new development (Baxamusa, 2008).

Smith's Theoretical Basis for Participatory Planning argues, "Participatory planning increases the effectiveness and adaptability of the planning process through a "strengthening of the definition and role of communities within the urban system (p. 275)."

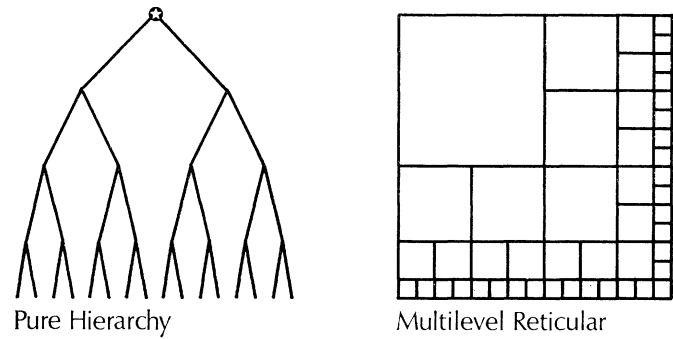


Fig. 1. Organizational Forms.

**Figure 1:** The two types of organizational forms of participatory planning described by Smith (1973).

**Source:** Smith, R.C. (1973). A Theoretical Basis for Participatory Planning, *Policy Sciences*, 4(3), p. 275

It is stated that citizen participation remains outside of the planning process and has not been structured in a way to allow the positive inclusion of citizen inputs. As a result, two models for planning has emerged-one of pure hierarchy and the other of a more inclusive reticular structure (see Figure 1) that allows inputs from citizens in the planning and managing their communities (p. 276). In terms of participatory governance, "deliberative democracy," describes that within the participatory planning process, there must be authentic deliberation and interactive engagement by associated interest groups to reach a consensus (Fung and Wright, 2001). Participatory collaboration is a form of governance that involves delegation of power from higher to lower levels of governance and applies to a wide range of stakeholders (p. 265). The benefits of participation and collaboration only result from processes that are inclusive, fair, and free from domination. Asymmetric or unequal power relations exist within these participatory planning regimes due to varying capabilities, the concentration of interests, and/or differences in knowledge or experience. This asymmetry in power relations has the

potential to exclude others due to differences. As a result, fair and equitable collaboration can be difficult to achieve. Hence, balancing community group and development interests can assist in creating conditions for fair collaboration (p. 266). Planning as a practice does not much regard for the outcomes of development such as gentrification and impacts on the local community. Therefore, CBAs can restructure this process by including historically disadvantaged groups into the narrative by providing social benefits. Social benefits such as employment, affordable housing, environmental, and community improvements can balance negative outcomes of a land development, and bring about investment and power back into these communities (Gross et. al, 2008).

## **Methods**

My research method involves examining current developments within North America and assessing community benefit agreements (CBAs) by offering criticisms and making further recommendations regarding these projects. This will be done through a literature review of academic articles, news reports, and the examination of various legal documents. The legal documents that are critical to securing community benefits include: development agreements (DA), community benefit agreements (CBAs), and/or memorandums of understanding (MOU). Through the investigation of these ongoing Community Benefit Agreement case studies within the research paper, I will assess how CBAs integrate community concerns within the development process. I will evaluate CBA's opportunities and limitations for providing: employment opportunities, community and environmental improvements, and affordable housing.

In Chapters 3 and 4, I will assess the success and validity Community Benefit Agreements. To analyze the data I will utilize four key criteria to evaluate the validity of CBAs identified by scholar Gross (2008). This includes considering 1) if CBAs involve a single development project, 2) if they are part of a legally-binding contract, 3) if they include a range of community interests, and 4) if they are the product of substantial community involvement (pp. 39-40).

Within the introduction: Chapter 1, I will introduce my research questions and methodology. In Chapter 2, I will outline the history of Community Benefit Agreements in the US & Canada. In Chapter 3, I will use comparative analysis through the case study approach to analyze the STAPLES CBA (LA), Atlantic Yards CBA (NYC), and West Harlem Expansion CBA (NYC). In Chapter 4, I will analyze the Olympic Village CBA (BC), the Rexdale-Casino Woodbine CBA (TO), and the Metrolinx Eglinton Crosstown CBA (TO). Lastly, in Chapter 5, I present the results of a total of 10 semi-structured telephone interviews with a variety of stakeholders involved in the CBA process in Toronto. Participants included community organizers, researchers, consultants, TCBN members, urban planners, legal assistants, and academic scholars. My findings from the interviews will be incorporated within the beginning of the section. In the final analysis of the case studies, I will evaluate, analyze, and assess the lessons learned from undertaking this research study. This includes: assessing CBAs effectiveness in implementation, as a mechanism of building community power and wealth, and their implication for shaping future public policies. Hence, the components that I will focus on within the analysis include: examining the implementation of CBAs in different contexts within the USA and Canada,

community assessment of these policies on the ground level and to offer future policy recommendations.

## **Chapter 2: The *History of CBAs in North America***

### **CBAs: Definitions and Typology**

It has been stated that community benefit agreements are one of the most powerful tools that community groups can leverage to shape development projects (Musil, 2012, p. 827). This can be done through leveraging public subsidies, organizing the community through sustained campaigns, and negotiating the community benefits of a proposed planning development before final city approval and construction begins (Dowlin, 2019). Community Benefit Agreements are tools for providing equity for community groups impacted by large-scale development projects. The “benefits,” that a community can receive include: jobs, training, community amenities, parkland, affordable housing, and public art (Gross, 2008). There are three types of community benefit agreements: public, private, and hybrid (Graser, 2016, pp. 5). *Private CBAs* are contracts that are signed between a developer and a community group or coalition. These tend to be created through community need or initiative. *Public CBAs* are contracts signed between a government or government agency and a community group or coalition. The government in this case, acts as the developer or builds the infrastructure. *Hybrid CBAs* are multi- party agreements. The stakeholders include: a developer, government agency, and usually one or more community groups that are parties to the agreement (Graser, 2016). Community Benefit Agreements have been used in mega-projects in the past, however they also have the capacity to be used within smaller-scale projects. Citizen involvement and decision- making in land use planning is controversial and debated. Community Benefit Agreements have enhanced the role of citizen participation in economic development decision-making through the involvement of organizations, labour unions, and CBA advocacy groups (Salkin & Lavine, 2008). Within these legally binding contracts between developers and CBA coalitions, CBAs establish a process for including community objectives as part of a development (Larsen, 2009, p. 2).

Once the community benefits are negotiated, the developers apply monitoring, review, and approval processes (Musil, 2012, p. 829). Although CBAs are outside of the traditional realm of obtaining land development approvals from government bodies, this new process for land development allows community groups to engage in negotiations with developers regarding community amenities (Leroy & Purinton, 2005). In the following section, I will outline the origins, history and development of community development agreements within the North-American context.

### **The origins- IBAs (Impact and Benefit Agreements)**

The origin of creating community benefit agreements originally began in indigenous communities through the Northern Community Impact Benefit Agreement (NCIBA). This agreement in exchange for indigenous land shows the colonialist practices of land developers long before modern mega-projects emerged. These agreements were created to mitigate adverse impacts of developments. Similar to CBAs, an IBA (Impact and Benefit Agreements) is a legally binding agreement that is developed through a consultation and negotiation process with the affected indigenous groups. These agreements outline any negative impacts that may result from the exploitation of the resource (usually mining), mitigation efforts, and how the indigenous community will benefit with respect to employment, economic development, or other aspects (Gibson & O’Faircheallaigh, 2015). Furthermore, similar to CBAs, communities negotiate directly with the developer in order to meet community needs and can decide whether the project meets community needs and have the right to refuse negotiations if the needs are not met (Gibson & O’Faircheallaigh, 2015, .p. 11).

Through an analysis of IBA case studies in Nunavut, a mandatory aspect of the Nunavut Land Claims Agreement, it was found that the distribution of decision-making process were unequal and interests of governmental, and regional actors were favored over local community, environmental, and other non- governmental groups (Hitch, 2006). Hence, through this analysis it can be understood that the relationships and decision- making powers that coexist in signing legal agreements between the governmental actors and local community are inherently uneven due to status, authority, and governance principles (Rogers & Murphy, 2015, p. 44). It is evident that agreements for the provision of community benefits have been used as part of a routine development process for decades through “the limited mitigation of development impacts,” in renewable energy, mining industry, major industrial, retail, and residential developments (Campbell et al., 2000). Only recently, has there been a shift of the provision of “hard,” to “soft,” infrastructure services such as civic amenities, employment public art, training, and open space within development projects as benefits allocated to the local communities (Campbell et al., 2000, p. 766).

### **The Emergence of CBAs in the USA**

The emergence of CBAs began due to changes in the political and urban development process during the last five decades that can be attributed to promoting a capitalist growth machine agenda to cut public spending costs and promote public-private partnerships. First, in 1970, federal and state governments began creating new methods for non-governmental organizations to become part of the development process (Altshuler & Luberoff, 2003, pp. 230-234). Under these new policy changes, non- governmental organizations were able to file lawsuits against impacts of public-private redevelopments that could potentially delay or stop the construction

of a development project (Marantz, 2015, p. 5). Next, in the late 1970s reductions in federal aid and reduction in property taxes inspired cities to partake in deals with private developers through the emergence of public-private partnerships through a Neoliberalist agenda (Sagalyn, 1990). Through these partnerships, planning obligations were “a vehicle through which development- related infrastructure and service provision could be funded (Campbell et al., 2000, p. 760.” Lastly, in the mid-1990s labour advocacy organizations criticized public-private partnerships as a form of invisible public spending that was responsible for creating low-wage jobs and limited economic mobility (Cummings, 2017, pp. 1944-1945. Due to these political changes, there was a community benefits movement that began in the U.S.A as organizing campaigns emerged to advocate for equity, and social justice (Gross et al., 2015. These campaigns enabled public officials, labour representatives and community organizers to collaborate and negotiate community concerns. As a result, CBA Agreements emerged in the late 1990s and early 2000s in urban redevelopment projects within the USA (Wolf-Powers, 2010, p. 141. CBAs in the USA were in the form of public- private partnerships to achieve equitable outcomes from local development projects (Wolf-Powers, 2010, p. 141. Local governments supported this as part of a pro- growth agenda where cities and states were often granted tax exemption and public subsidies for developers to allow cities to prosper (Galley, 2015. Currently, there are over 50 CBAs implemented within large-scale developments in the United States (Salkin and Lavine, 2008. Within mass projects, there are mass opportunities to secure benefits. Many of the negotiations involve provisions for living wages, first source hiring programs, low-income housing, and minority hiring promises (Salkin, 2007. Based on the observations made, the CBAs tend to cluster around cities where the most growth and redevelopment were occurring including: South California, San Francisco Bay area, and

New York City (Wolf-Powers,2010).

Contrary to popular belief, the first CBA that emerged in the USA was the Hollywood & Highland Center CBA in 1998 advocated by the community group LA Alliance for New Economy (LAANE). This private community benefit agreement involved construction of a large retail and entertainment district at the intersection of Hollywood Boulevard and Highland Avenue in Los Angeles California (Larsen, 2009, pp. 3-4). The \$388 million dollar project included the construction of the Kodak Theatre, a movie theatre, parking lots, hotels, and 1.2 million square feet of retail (Salkin & Lavine, 2008, pp. 301). The project was successful as 70% of the employees were local hires and half of the permanent positions provided living wages (Grady & Leroy, 2006). Furthermore, this CBA inspired another CBA by LANNE across the street at Hollywood and Vine for a mixed-use transit oriented development in 2004 with a living wage, affordable housing, and job training opportunities (Salkin & Lavine, 2008, pp. 301-302). However, the Hollywood and Highland CBA is argued as not a fully-fledged CBA due to its incorporation into the overall development agreement and its involvement of council members in the negotiation process (Salkin & Lavine, 2008, pp. 301). For these reasons, it is often credited that the Staples Centre was the first genuine CBA agreement. The STAPLES Centre CBA (2001) serves as a model for future CBAs in many cities worldwide (Been, 2010, p. 3). This CBA is one of the most comprehensive CBAs to date and includes reporting requirements, a monitoring committee, and is legally binding, as it is enforceable by the city as well as community groups. This CBA was negotiated during the construction of the Staples Centre, a sports arena built for the Los Angeles Lakers (Salkin & Lavine, 2008, pp. 302- 303). This case study will be explored further in the next chapter.

## **The Emergence of CBAs in the Canada**

The first CBA developed in Canada was for redevelopment of Toronto's Regent Park Neighborhood. This revitalization project took place in one of Toronto's oldest public housing developments (Galley, 2015). There was significant criticism that arose from this development to the extent residents were engaged in the discussions and negotiations (Olatoye, Ong et al., 2019, p. 4). Moreover, critics suggest that the Vancouver Olympic Village was the first CBA as it was one of the most successful CBAs in Canada (Atkinson Foundation, 2016). This community benefit agreement was negotiated by three levels of government and included provisions for job training, environmental and community improvements and affordable housing. Furthermore, it is stated that this CBA may have influenced the creation of the CBA policy that came afterwards (Olatoye, Ong et al., 2019, p. 8). British Columbia became the first province to develop a CBA policy that guides all social procurement, and infrastructure in the province in practice. The policy was enacted in order to reduce poverty, as a quarter of Vancouver's residents are in the low-income measure, with the second highest income gap of any Canadian city (Olatoye, Ong et al., 2019, p. 7). The purpose of the policy is to ensure that that development brings improvement to people's quality of life and redistribute wealth into the community through local hiring and social procurement (City of Vancouver, 2017). The CBA policy was introduced in 2018 for key public sector projects and focused on maximizing apprenticeship opportunities for major projects, increasing membership in unions, creating opportunities for employment and lastly, for skill development for indigenous people and women (City of Vancouver, 2017).

Furthermore, in Toronto, the community benefits movement arose from the development of the council approved Community Benefits Framework on June 11, 2019 that arose as initiative from existing policy frameworks including the Social Procurement Policy and the Poverty Reduction Strategy (City of Toronto, 2019a). Since then, communities and organizations such as Parkdale People’s Economy, Toronto Community Housing, and Metrolinx have created their own community benefit frameworks to govern and oversee these processes. In 2013, the Toronto Community Benefits Network (TCBN) was created as an third-party oversight committee directly involved the process of securing community benefits within Toronto. Since then, this coalition has partnered with over 85 community and labour organizations, social enterprises, as well as anchor institutions and government officials (TCBN, 2020). TCBN’s five commitments include securing: 1) construction and trades jobs and opportunities, 2) professional administrative and technical jobs, 3) local and diverse-owned businesses, 4) community oversight, and 5) neighbourhood and environmental improvements within major development projects in Toronto (Participant 3, Personal Communication, 04/24/20). Following this CBA, subsequently other CBAs became developed in Toronto alongside TCBN including Eglinton Light Rail Transit, and the Woodbine Casino. Further discussions on these case studies will be explored in Chapter 4: CBA Case Studies in Canada.

### Chapter 3: CBA Case Studies in USA

Through comparative analysis of the three USA case studies I will assess their successes and challenges by evaluating their mandates for providing: 1) employment opportunities, 2) community & environmental impacts, and 3) affordable housing within each community benefit agreement. The three case studies that will be analyzed in this chapter include: the Staples Center, Atlantic Yards, and the West Harlem Expansion community benefit agreements. The following case studies will be examined through the Growth Machine approach. This approach describes cities as growth machines with unified and powerful growth coalitions that pursue a pro-growth agenda (Cain, 2014). In the context of the US most of these developments were large- scale and required major public subsidies from government entities.

#### Case study #1: STAPLES CENTER (LA)

**Table 1:** List of key actors in the STAPLES Centre Redevelopment

Key Actor	Description
Anschutz Entertainment Group (AEG)	Developer
Figueroa Corridor Coalition for Economic Justice (FCCEJ)	Community coalition negotiating directly with the developer (a local coalition of 29 community groups and five labour unions)
Alex Padilla (City Council President) Bernard Parks (Chairman of Council's Budget and Finance Committee).	Governmental agencies involved with the project
Nokia Entertainment Group	Corporate Sponsors (hired for the broadcast media centre).

## Introduction

The STAPLES centre was part of a larger growth machine agenda to build the third-largest hotel and a Convention Centre to put the city on a global scale (Vincent & McGreevy, 2014). The Staples Centre is one of the largest economic projects build in downtown Los Angeles spanning a total of 27 acres (Saito & Truong, 2015). The city of Los Angeles and the company’s goal was to attract tourists through attractions such as shops, restaurants, and an entertainment complex (Vincent & McGreevy, 2014). This development would enable a major economic stimulus to the area. The project includes the development of two major hotels, plazas for entertainment, retail and restaurants, a convention centre expansion, 7,000-seat theatre, luxury condominiums, an office tower, housing, and a 45- storey sports complex (Olatoye, Ong et al., 2019, p. 5). This project was supported through an estimated \$150 million in public subsidies through the use of eminent domain (Gross, LeRoy, & Janis-Aparicio, 2005, p.113-114). This proposed development would take place among one of the poorest census tracts in the city of Los Angeles (Marantz, 2015, p.8). This CBA involved a \$4.2 billion LA Sports and Entertainment District development that was negotiated directly with the *Figueroa Corridor Coalition for Economic Justice* (FCCEJ), a local coalition of 29 community groups and five labour unions (Gross, LeRoy, & Janis-Aparicio, 2005, p.115). The project was completed in 2010, and it was thought to have “catalyzed a national movement (Saito & Truong, 2015).” As a result of this project, several other CBAs were modeled after this agreement and increased awareness of the benefits of CBAs through the creation of an equitable development policy (Olatoye, Ong et al., 2019, p. 5).



**Figure 2:** *STAPLES CENTER (2020)*.  
[electronic] Retrieved from:  
<https://www.nhl.com/kings/arena/parking>

The major players involved in this development included: Anschutz Entertainment Group (AEG) as the developer, Figueroa Corridor Coalition for Economic Justice (FCCEJ) as the representative coalitions involved in community benefits negotiations, City Council members Alex Padilla and Bernard Parks that advocated for community involvement as the corporate sponsors for the entertainment complex.

## STAPLES CBA Project Targets

**Table 2:** Project targets within the STAPLES CBA. Key targets sorted by: 1) employment opportunities, 2) community and environmental improvements, 3) affordable housing.

1) Employment Opportunities	<ul style="list-style-type: none"> <li>• 70% of the estimated 5,500 permanent jobs to pay a living wage or higher.</li> <li>• A total of \$100,000 in funding for a local hiring and job training program to those displaced, living within a three miles radius of the project, or living in low-income areas across the city.</li> </ul>
2) Community and Environmental Improvements	<ul style="list-style-type: none"> <li>• A commitment of more than \$1 million for the improvement or creation of parks within a mile radius of the project through community input.</li> <li>• A residential parking program that is to be financed by developers for five years that will reserve street parking for residents</li> </ul>
3) Affordable Housing	<ul style="list-style-type: none"> <li>• The construction of between 100-160 affordable housing units, part of 20% of the final project. The units will be affordable to those earning below 50%, 60% and 80% of the area’s median income.</li> <li>• Developers will provide up to \$65,000 in interest-free loans for non-profit housing developers in the early phases of project development within the area.</li> </ul>

## **The CBA Process**

On May 3, 2000 the owners of the STAPLES centre announced a plan to transform the property into a master- planned community with retail, entertainment, hotel, office, and residential zones (Newton, 2000). Shortly after the developer's announcement, in 2001, a coalition was formed in response to the community concerns regarding the Staples Center project (Saito & Truong, 2015). The main concerns included increased noise, traffic congestion and loss of homes from the development and an increase in poverty and unemployment in the already low-income community (Olatoye, Ong et al., 2019). As a result, the Figuera Coalition was formed and included more than 30 community, environmental, labour, social-service, and faith-based groups (Saito & Truong, 2015). The residents who negotiated this CBA consisted of low-income minority populations and immigrants, and through the negotiation process, the developer gained support from service unions and community organizations (Olatoye, Ong et al., 2019, p. 6). The negotiated CBA included a first source-hiring program, living wage requirements for 70% of project jobs, an inclusion of affordable housing units, parks and recreation investments, and legal services for tenants (Atkinson Foundation, 2016, pp. 3-4). Furthermore, coalition representatives were to meet with prospective tenants, to produce annual reports to the city, and comply with the city's living wage law to ensure accountability and active monitoring of this CBA (Marantz, 2015, p. 11).

## Gross's Four Criteria Checklist

**Table 3:** The following checklist is used to evaluate the STAPLES Centre CBA. It includes Gross's four criteria which determine the validity of a community benefit agreement

Criteria	Y	N
1) They involve a single development	X	
2) They are a legally-binding contract	X	
3) They address a range of community interests	X	
4) They are a product of substantial community involvement	X	

### CBA Evaluation: Successes, Challenges & Opportunities for Improvement

Based on Gross's Four Criteria Checklist, this CBA meets the requirements for validity and can be used as a blueprint for future similar projects. The Los Angeles Sports & Entertainment District is a model for future CBA agreements because it is one of the first successful CBAs in the USA and it clearly outlines the targets for hiring, goals for affordable housing, parks and recreation facilities (Marantz, 2015, pp. 252). The Figueroa Coalition that was created and the success of this project has inspired other significant CBAs and creation of legislation in Los Angeles (Atkinson Foundation, 2016, p. 4). This private CBA is unique as the development agreement takes community concerns into account and includes input made by community, environmental and labour groups (Romney, 2001, para. 1). The STAPLES CBA was enormously successful in negotiating and implementing community benefits.

The project successes included creating an in-depth examination and monitoring of the results of the CBA's provisions including affordable housing and local hiring (Saito & Truong, 2015, p. 263). The main criticisms of the development are that the developer and politicians were

pursuing a pro-growth agenda by funding a sports center development through the use of eminent domain. Through incorporating the CBA, the developer gained community support leading to faster approvals of the project, removal of litigation costs, and project delays (Olatoye, Ong et al., 2019). However, through strong advocacy and support for the community, the CBA was able to appease both sides by bringing about benefits to residents and profits to the developers (Saito & Troung, 2015). Parks and Warren (2009) describe that communities within Los Angeles involved in this process were able to “leverage the technocratic planning process to build political bargaining powers with developers and to articulate demands for community benefits (p. 96).” The opportunities for improvement are that some of the CBA requirements overlap with other contracts and may not be legally enforceable, and the living wage reports should be made available to the public to ensure accountability (Marantz, 2015, p. 3). However, this CBA demonstrates how community groups can ensure that developers enforce obligations, and shows how community groups can use a CBA to direct public funding to under-served neighbourhoods (Marantz, 2015).

## Case Study #2 Atlantic Yards / Pacific Park

**Table 4:** List of key actors in the Atlantic Yards/Pacific Park Redevelopment

Key Actors	Description
Forest City Ratner (now Greenland Holdings)	Developer
Empire State Development Corporation MTA/Long Island Rail Yard	The governmental organizations supporting the project
Celebrities, Mayor Bloomberg	Public spokespeople and supporters/stakeholders
Develop Don't Destroy Brooklyn (DDDB) Prospect Heights Action Coalition	Resistance groups
Brooklyn United for Innovative Local Development (BUILD) Association of Community Organization for Reform Now (ACORN) Brooklyn Oversight and Advisory Committee (DBOAC) Community Boards 2, 6, and 8	Supporting groups

### History & Background

It can be argued that the Atlantic Yards development was built using the mandate of growth machine politics through the strong support and influence by the government, Empire State Development Corporation, politicians, and the MTA which



**Figure 3:** Atlantic Yards Redevelopment.

**Source:** Community Benefits Blog. (2008). *Atlantic Yards CBA*. [electronic] Retrieved from: <http://communitybenefits.blogspot.com/2008/01/atlantic-yards-cba.html>

strongly supported the development despite opposition. In the New York Post (2013), it states “Without government incentives, most of [Forest City Enterprises] development projects would not be economically viable.” Some of the supporters of the CBA agreement included Governor Pataki, House State Assembly speaker, Senate Majority leader Joseph Bruno, and Mayor Bloomberg (Been 2010, p. 9). The community group resisting the development Develop Don’t Destroy Brooklyn (DDDB) can be as an “anti-growth coalition,” in response to the development. Atlantic Yards is a public- private partnership made between Forest City Ratner (now Greenland Holdings) and the Empire State Development Corporation. A public-private partnership is a partnership negotiated between a city representative and a developer. These partnerships bypass the traditional planning land use procedure and do not involve significant public participation (Musil, 2012, p. 841).

As this mega project spans 22-acres, Atlantic Yards is one of the largest redevelopment projects in New York City’s history (Metrofocus, 2011). This five-billion dollar development in Prospect Heights was proposed in 2003, but due to lawsuits and a recession, it was postponed and re-approved in 2009. The Master Plan includes the Barclays arena, a hotel, 15 buildings with zoning for housing, retail, office space, and 8 acres of open space (Pacific Park Brooklyn, 2020). There is a proposal for a total of 6,400 residential units to be built including 2,250 affordable housing units (City Limits, 2011). Within this development and community benefit agreement there was a lot of controversies and strong opposition against the agreement. Eight organizations signed the CBA but over 50 organizations representing Brooklyn residents signed a petition against the project due to adverse community impacts (Partnership for Working Families, 2016, p.11). The major players within this case study

included: the developer [Forest City Ratner which later became Greenland Holdings], the two opposing groups [Develop Don't Destroy Brooklyn (DDDB) and Brooklyn United for Innovative Local Development (BUILD)], politicians and celebrities praising the development [Mayor Bloomberg, Jay Z, etc.], and the Empire State Development and the Empire State Development and MTA were the governmental agencies supporting the project.

**Table 5:** Project targets within the Atlantic Yards CBA. Key targets sorted by: 1) employment opportunities, 2) community and environmental improvements, 3) affordable housing.

<p>1) Employment Opportunities</p>	<ul style="list-style-type: none"> <li>• 10,000 permanent jobs</li> <li>• 35% Minority and 10% women construction workers</li> <li>• Job training initiatives, referral and hiring (vague about funding details).</li> <li>• Create a “Youth Enterprise program,” where developing retail space will be operated by students, an after school program, and a program to find job placements for “hard to employ youths.”</li> </ul>
<p>2) Community and Environmental Improvements</p>	<ul style="list-style-type: none"> <li>• Developers to award 20% of the total construction sum to qualified minority firms, and 10% to qualified women owned firms.</li> <li>• Contribute to a community health centre, a senior citizens centre, parks and open spaces, arena related programs.</li> <li>• Develop four schools (4) located in the surrounding community.</li> <li>• Six-acres of open space with walkways, plazas, terraces open to the public without charge (still in construction phase).</li> <li>• <b>Within the arena:</b> <ul style="list-style-type: none"> <li>-The developer designates particular seats for community use with priority given to seniors and youth.</li> <li>-The Arena will be available at a “reasonable rate,” for community groups use at least 10 times a year.</li> </ul> </li> </ul>

	<p>-The meditation room will be available for community use.</p> <ul style="list-style-type: none"> <li>• Establish a foundation will “fund sports in disadvantaged communities, support nonprofit organization, and special initiatives to work with the prison population.”</li> <li>• Establish a committee on environmental assurance to address short and long term environmental issues and report periodically to Coalition on mitigation measures (not necessary as it is covered by NY environmental impact statement &amp; review process)</li> <li>• Develop a “Good Neighbor Program,” providing benefits for public housing residents by funding capital improvements for recreation, libraries, and creating a job readiness and referral centre.</li> <li>• The CBA requires the developer to fund the appointment of an “independent compliance monitor,” to oversee the implementation of the agreement and investigate any complaints about its implementation (the independent compliance monitor was never hired.)</li> </ul>
3) Affordable Housing	<ul style="list-style-type: none"> <li>• 2,250 units of affordable housing (affordable housing remains unfinished)</li> <li>• 50% of the residential buildings built to low and moderate-income families (however the funding was not secured to support initiative).</li> </ul>

### The CBA Process

The land development process began on March 3, 2005, the City and Empire State Development Corporation signed a memorandum of understanding (MOU) that gave the developer the power to take the land (some parcels owned by residents) through eminent domain and to overrule the existing Uniform Land Use Review Procedure (Been, 2010, p. 6). *Eminent domain* is the power of the government to take away a person’s private property to be used for the public good as long as there is just compensation (Walsh & McNamara, 2009). The development was justified

through the developer stating that the area was blighted and in need of urban renewal (Empire State Development, pp. 4-5). This project was supported through strong political support including a pro-growth agenda and the use of “growth politics,” through the use of *eminent domain*. This allowed Forest City Ratner to seize properties from 130 homeowners and for the 53 remaining properties; they pressured the state to declare the private property as ‘blighted’, and seized the property under eminent domain. In October 2006, the resistance group DDDDB filed lawsuits to challenge the state’s environmental impact findings of the ‘blighted’ properties and to stop the use of eminent domain, unfortunately, they lost both cases (Metrofocus, 2011). The main critiques were that many opponents view this project as a land grab where major injustices faced by the community since this redevelopment involved using eminent domain. Furthermore, the CBA was viewed as a method for silencing community advocates rather than empowering them. In this redevelopment, there were community groups that emerged that had not previously existed before (Beilinson, et al., 2011). Within the eight community groups involved in negotiating the CBA some accusations had conflicts of interest or were being handpicked by the developer (Salkin and Lavine, 2008, p. 310). This conflict of interest was further exacerbated through one of the community groups reported to receiving \$5 million from the developer, and several chairpersons from local community boards playing an advisory role in the negotiations (The Observer, 2005, para. 4). Within the CBA and development proposal there were promises of many community benefits including 10,000 new jobs, 8-acres of open space, and 2,250 units of affordable housing (Empire State Development, pp. 4-5). Through further analysis, it was discovered that contrary to the proposal, most jobs were part-time, offered to EB- 5 candidates rather than to local hires, and there were about 20-127 construction workers onsite per day (Oder, 2016). Furthermore, open-space is limited and not open to the

public during the construction phase (Schwartz, 2019). In terms of the current affordable housing built on-site it was market-level rent costs and did not fulfill the promise of 50% of residential buildings being built for low-and moderate-income families due to a limited budget (Oder, 2014). Lastly, the independent compliance monitor was never hired to oversee the process (Oder, 2016).

### Gross’s Four Criteria Checklist

**Table 6:** The following checklist is used to evaluate the Atlantic Yards CBA. It includes Gross’s four criteria which determine the validity of a community benefit agreement.

Criteria	Y	N
1) They involve a single development	X	
2) They are a legally-binding contract		X
3) They address a range of community interests		X
4) They are a product of substantial community involvement		X

### CBA Evaluation: Successes, Challenges & Opportunities for Improvement

Based on Gross’s four criteria checklist, this is an ineffective CBA and requires an opportunity for improvement. This evaluation is based on the CBA not representing all community interests and involving substantial community involvement. In the negotiation process, some community groups were welcome, while others such as Develop Don’t Destroy Brooklyn, did not get their voices or interests heard during the implementation of the CBA (Beilinson, et al., 2011). Furthermore, coalition building and inclusive community engagement were absent in this process (Graser, 2016, p. 9) Therefore this

CBA failed since it lacked transparency. A transparent and inclusive community engagement process is critical to the success of the CBA since it achieves credibility with the community (Graser, 2016, p. 9). Hence, this CBA served to disempower rather than empower the communities that were most impacted by the development (Partnership for Working Families, 2016, p.10). Although the eight community-based groups signed the CBA contract on June 27, 2005, with Mayor Bloomberg as the witness, the agreement was not legally binding since the MOU had eliminated the legal role of the community board as well as the common uniform land use review procedure, where the community board would hold a public hearing of the project (Been, 2010, p. 7).

### **Atlantic Yards CBA Project Targets**

Moreover, the limitations of the CBAs were that most of the benefits that were proposed disappeared or were delayed to an unknown point (Rosenblum, 2013). Since there was no “independent compliance monitor,” hired there was no support or mechanism to ensure that the CBA fulfilled its promises and made the evaluation of the CBAs progress difficult and limited access to information about the project's impact on the community (Partnership for Working Families, 2016, p. 12). The opportunities for improvement are that Atlantic Yards CBA serves as a model for the need for community-led planning initiatives in the planning process. Some opportunities for improvement include ensuring effective community engagement through the full project process. Furthermore, the project targets within the CBA is “aspirational, vaguely described and are difficult to enforce (Partnership for Working Families, 2016, p.10).” Through my investigation of this case study, there was a lot of information that was not disclosed to the public during the development stages, and many community groups were not experienced to negotiate the CBA.

This resulted in a lot of conflict and project delays. Therefore, developers should provide full project details at each stage of the development to ensure transparency. Lastly, there needs to be an enforcement mechanism hired to oversee the process and to ensure the project benefits are fulfilled and reported back to the community (Graser, 2016).

## Case Study #3 West Harlem Expansion NYC

**Table 7:** List of key actors in the West Harlem Expansion.

Key Actor	Description
Columbia University	Developer
Empire State Development Corporation New York City's Economic Development Corporation (EDC)	The governmental organizations supporting the project
West Harlem Local Development Corporation (WHLDC)-(includes 9 elected officials, later 5 resigned).	Public spokespeople and supporters/stakeholders (including politicians)
John Bickerman (mediator of WHLDC) Wachtel & Masyr LLP (counsel to WHLDC)  Office of Corporation Counsel (offered legal advice to elected officials)	Professional attorney/mediator during CBA negotiations
Manhattan's Community Board 9 (CB9)	Supporting group
Coalition to Preserve Community (activists from a local group of Manhattanville expansion critics)	Opposing group



determined to have “blight,” or used in a manner to classify it as a “civic project (McKinney, 2010).” The major players within this case study included Columbia University as the developer, the governmental entities Empire State Development Corporation, West Harlem Local Development Corporation (WHLDC), elected officials, professional attorneys, and Manhattan’s Community Board 9 as the supporting group, and the Coalition to Preserve Community as the opposing group.

### West Harlem Expansion CBA Project Targets

**Table 8:** Project targets within the West Harlem Expansion CBA. Key targets sorted by: 1) employment opportunities, 2) community and environmental improvements, 3) affordable housing.

<p>1) Employment Opportunities</p>	<ul style="list-style-type: none"> <li>• 7,000 jobs</li> <li>• The draft commits Columbia to pay a living wage to all employees on the expanded campus</li> <li>• A mandate to hire local residents and give contracts to minority and women-owned businesses as well as fund summer internships for local children.</li> </ul>
<p>2) Community and Environmental Improvements</p>	<ul style="list-style-type: none"> <li>· Contribute an additional \$11.5 million for local parks and playgrounds, to use environmentally friendly construction and design.</li> <li>· To fund a resource center for the community</li> <li>· Creation of a new public school</li> <li>• To create a community resource center to give local residents information about the construction plans</li> <li>• Fund an assessment of public transportation, pedestrian and parking needs in the community.</li> <li>• Pay for an assessment of community health needs.</li> <li>• Develop and support a clinic that would provide legal</li> </ul>

	<p>services and housing advocacy for the local community (such as assisting local tenants in eviction proceedings).</p> <ul style="list-style-type: none"> <li>• Undertake environmental improvements.</li> <li>• Provide a space for a daycare facility.</li> </ul>
<p>3) Affordable Housing</p>	<ul style="list-style-type: none"> <li>• A \$24 million fund to build affordable housing in the neighborhood and to provide funding and services to those displaced by the development.</li> <li>• Pay for improvements to public housing in the area.</li> </ul>

### The CBA Process

The land development process officially began in December 2007, when a Memorandum of Understanding (MOU), and rezoning approvals were signed between community groups (Amzallag, 2013, para. 5). The main critiques of this development project by the opposing group Coalition to Preserve Community was that it was an unsafe construction site, there were potential health hazards through the construction of the level 3 biohazard laboratory in the basement, the unjustified use of eminent domain to displace Harlem residents and businesses, and the promised jobs and training opportunities that had not yet appeared within the development (Stop Columbia, 2020). Another issue that arose was the lack of transparency and community participation. In an interview podcast on PBS in 2007, Columbia University president Bollinger stated that only 30% of the jobs would be filled by West Harlem residents (Kinniburgh, 2013). In the original project plan in 2003, the university initially promised an expansion would involve a collaborative partnership with the Harlem community (Paul, 2010). However, community participation in this regard was limited due to the major stakeholders being the main decision- makers, and opposition and concerns from the community were not considered. On March 22, 2012, members of the Coalition to Preserve

Community, St. Mary's Congregations for Justice and Peace, Harlem community members and students from Columbia University marched against Columbia's expansion plans (Stop Columbia, 2020). However, no efforts were made by Columbia for reconciliation and to develop a partnership with the surrounding community consisting of low-income, people of colour (Paul, 2010).

In an attempt to create a more equitable alternative to the development, the community drafted a plan called the "197-a planning process." This document sought to address the project's community concerns and achieve redevelopment without the use of eminent domain and avoid displacement (Angotti, 2006). It was named after the section of the City Charter (1989) that allows New York's 59 community boards to compose plans for adoption by the City Planning Commission and City Council (Paul, 2010, p 2). Columbia University, however, refused to take this document into account and continued with its original project plan. It can be argued that there was a strong pro-growth agenda by government entities and Columbia University chairs that advocated for the expansion plans as contributing to a "world-class research university." The city council acted in Columbia's favour when in December 2007, it approved both CB9's 197 plan and Columbia University's rezoning. Through granting this approval, it rendered the 197-a invalid through the interpretation of the plans as policy guidelines rather than law precedents. The rezoning, on the other hand, was a force of law (Paul, 2010). Again in December 2008, the Empire State Development Corporation (ESDC), the state's economic development body acted in Columbia's best interests when it approved the use of eminent domain although there was significant opposition and lawsuits with property owners.

To conclude, through the pursuit of a pro-growth agenda and the characterization of the West Harlem expansion as a growth machine, presents the unjust narrative of land dominance by developers and governmental entities to justify displacement. Molotch (1976) explains that often local universities advocate for growth to increase their local population to sustain its expansion plans (p. 317). The university's pro- growth agenda can be explained through the Coalition to Preserve Community statement that "Columbia created an image of engagement and their dialogue was not of substance. For years they worked behind the scenes to push their agenda. They pressured business owners to sell and the city's housing agency to get rid of tenants (Angotti, 2006, para. 15)." The City Planning Commission told both parties to "enter into a dialogue and make good faith efforts to achieve consensus (Angotti, 2006, para. 10.)" As a result, the West Harlem CBA was signed in May 2009 and promised \$150 million worth of community benefits including \$30 million for a university-run public school, \$20 million for in- kind services, and \$24 million for an affordable housing fund, however an undetermined sum of \$76 million was set aside to be implemented for the next twelve years (Williams and Rivera, 2007, para. 30). The funds were to be distributed over 16 years to provide payment for a public housing area, a new public school, a resource centre for the community, public transit, pedestrian and parking, a legal services clinic, and a housing advocacy for the local community. (Been, 2010 p. 19). Furthermore, within the CBA there was a commitment for a living wage to all employees on campus, to hire residents, minorities, women-owned businesses, environmental improvements, and provide a space for a daycare facility (West Harlem Community Benefits Agreement, 2009).

## Gross's Four Criteria Checklist

**Table 9:** The following checklist is used to evaluate the West Harlem Expansion CBA. It includes Gross's four criteria which determine the validity of a community benefit agreement.

Criteria	Y	N
1) They involve a single development	X	
2) They are a legally-binding contract		X
3) They address a range of community interests		X
4) They are a product of substantial community involvement		X

## CBA Evaluation: Successes, Challenges and Opportunities for Improvement

Based on Gross's four criteria checklist this CBA requires opportunity for improvement based on its merit as a non-legally binding contract, conflicts of interest, and limited engagement with the community. In this case, this agreement was used as a mechanism to prevent opposition by the community and a trade-off rather than directly working with the community to create a plan that avoids displacement and creates empowerment. This is due to the MOU being signed and not outlining specific details of the agreement that the CBA is not legally binding (Salkin and Lavine, 2008, p. 316). Furthermore, within this CBA development corporations and local community leaders were created as a community negotiating body. However, local elected representatives often had a conflict of interest and the process became politicized (Been, 2010, p. 16). It was unclear which interests were being promoted. Columbia's rezoning plan was approved at the same time as the contradictory

rezoning proposal was made by the local community board (Sheikn, 2009, p. 232). The main critiques were although City officials did not negotiate the CBA directly, they played a role in the development process. The Mayor's office elected Watchtel & Masyr LLP, a firm with significant experience with CBAs as counsel to the WHLDC, as a professional mediator to facilitate the CBA negotiations (New York City Bar, 2010, p. 22). Furthermore, the Office of Office of Corporation Counsel offered legal advice to elected officials part of the WHLDC (New York City Bar, 2010). Through this analysis, elected officials had an opportunity to influence outcomes and promote pro-growth agendas through the CBA within the hiring of legal attorneys in the negotiation process. The project successes to-date the CBA promises have been upheld, however, through analyzing this project's history, it can be stated that community concerns of displacement had not been addressed. However, since the 16- year project continues it is early to say if the obligations have been fulfilled (Fisher, Zients & Donnelly, 2015). The opportunities for improvement are to ensure effective enforcement a mechanism for monitoring, enforcement, and compliance is required to ensure the success of this CBA.

## **Concluding Remarks: Case Studies in the US**

Through investigation of the U.S. case studies, the community advocated for benefits in government- supported large-scale projects including sports stadiums, and university expansions. Scholars state that urban development is critical for city growth and economic prosperity, however, gentrification has led to inequitable outcomes for racialized, low-income, and marginalized communities. For instance, in December 2011, African American's unemployment rates were twice that of their white American counterparts (Severin, 215). The essay "The Changing State of Gentrification," examines a history of systemic gentrification within New York's Neighbourhoods and the findings were that the state (at the city and federal level) had direct involvement in organizing and encouraging gentrification (Hackworth and Smith, p. 469.) This is significant since most major infrastructure projects are state-led. In "The City as a Growth Machine (1976)," Molotch describes the historical development of major American cities as "an expression of the interests of land-based elites that profit from the intensification of land (p. 309)." This regime continues today through the allocation of public resources and local land-use agendas. (Molotch, 1976). Through analysis of the New York city case studies, it is evident that the large-scale developments were supported by government funding and policies. Through governmental support including gaining zoning approvals, and through the use of "eminent domain," this allowed a process of creative destruction where lower- income minority populations were displaced in the process. Community Benefit Agreements provide an opportunity to minimize impacts of gentrification and to provide equitable outcomes to under-served communities through community benefit agreements. Through investigation of

the U.S. case studies it can be stated that the U.S. model for securing CBAs is a bottom-up approach. This approach is where a coalition is created to advocate community benefits through community involvement. The grassroots organization puts the pressure on decision-makers with them to secure an agreement that represents the community's interests (Atkinson Foundation, 2016, p. 4).

## Chapter 4: CBA Case Studies in Canada

Through a comparative analysis of the three Canadian case studies, I will assess their successes & challenges by evaluating the 1) *employment opportunities*, 2) *community & environmental impacts*, and 3) *affordable housing* present for each community benefit agreement. Lastly, I will provide critiques of their limitations and opportunities for improvement. The three case studies that will be analyzed in this chapter include: the BC Olympic Village, the Rexdale-Casino Woodbine, and the Eglinton Crosstown community benefit agreements. These case studies will be examined through the Growth Machine approach, which conceptualizes cities as growth machines with unified and powerful elites as growth coalitions that pursue a pro-growth agenda (Cain, 2014).

### Case Study #4: Vancouver's Olympic Village

**Table 10:** List of key actors in Vancouver's Olympic Village Redevelopment

Key Actors	Description
Millennium Southeast False Creek Properties	Developer
BOB (Building Inner City Businesses)	Community coalition negotiating directly with the developer (a local coalition of 29 community groups and five labour unions)
City of Vancouver	Governmental agency involved with the project
Nokia Fox Entertainment Group	Corporate Sponsors (hired for the broadcast media centre).
Vancouver Organizing Committee Olympic	Supporting Group Resistance Group

## History & Background

As part of Molotch's pro-growth agenda the construction of sports arenas and stadiums to host events are often celebrated and advocated by governmental officials and politicians (Cain, 2014). In the Vancouver 2010 Winter Games, there were initiatives to mitigate some of the adverse impacts on local communities (Gold, 2017, p. 226). Before, the Olympic Games

occurred, there were plans to gain community group approval during the early stages of project build-out. As a result, there was a series of urban renewal initiatives and the creation of the Inner City Inclusivity Statement (ICICS) to protect the interests of affected low-income communities (Vanwysberghe, Surborg & Wyly, 2013). Furthermore, there was a proposal to develop an Olympic Village on False Creek, and there was a CBA agreement signed to gain community approval (Scherer, 2011). Within the project proposal, the Olympic Village was the first phase of the Southeast False Creek Community Plan to be completed before the 2010 Olympic and Paralympic Games (The City of Vancouver et al., 2010, p. 7). This included the construction of 14 residential buildings (out of 1,100 housing units, 250 would be affordable, and 110 would be rental units), 70,000 square feet of retail space, a community centre, and several structures that would house athletes and officials and be converted to permanent residential housing after the games (City of Vancouver, 2012). Future phases of the project were said to include more than



**Figure 5:** Southeast False Creek Site Plan

**Source:** Green Building Brain (2012).

Community Plan for the Olympic Village [electronic]. Retrieved from: [https://greenbuildingbrain.org/buildings/southeast\\_false\\_creek\\_olympic\\_village](https://greenbuildingbrain.org/buildings/southeast_false_creek_olympic_village)

5,000 residential units, a full-sized community centre, a non-motorized boating facility, 3-5 child care centre and child care facilities, an elementary school, and 10 hectares of open space (City of Vancouver, 2012, p. 2) The major players involved in this case study include Millennium as the Developer, Building Inner City Businesses (BOB), as the representative of communities and primary negotiator, the City of Vancouver as the main governmental agency representing the project, the Olympic Resistance Network as the resistance group, and the Vancouver Organizing Committee as the supporting group.

## BC Olympic Village CBA Project Targets

**Table 11:** Project targets within the BC Olympic Village CBA. Key targets sorted by: 1) employment opportunities, 2) community and environmental improvements, 3) affordable housing

1) Employment Opportunities	<ul style="list-style-type: none"> <li>• 100 jobs for inner-city residents (instead 120 residents employed)</li> <li>• \$750,000 to support inner-city hiring and procurement,</li> <li>• \$15 million inner city procurement (instead, \$42 million in goods and services procured).</li> <li>• 10 construction training courses, and 6 pre-employment training courses delivered.</li> </ul>
2) Community and Environmental Improvements	<ul style="list-style-type: none"> <li>• New inner-city business registry with over 200 inner-city construction businesses developed.</li> </ul>
3) Affordable Housing	<ul style="list-style-type: none"> <li>• 252 units of affordable housing (not part of CBA agreement, but part of Development Agreement).</li> </ul>

## **The CBA Process**

An earlier process of securing agreements led the way for the social and economic benefits. This included the Vancouver Agreement of 2000 (Peachey, 2009, p. 2). This initiative involved all three levels of government to support sustainable social, economic, and community development of the Vancouver inner-city, and inclusivity commitments to maximize opportunities and mitigate impacts from the Games in the inner city in 2003 (Vancouver Agreement, 2010). However, critics state that this initiative's main goal was to revitalize and develop Vancouver's inner cities particularly the Downtown Eastside due to its high rates of poverty, crime, and homelessness crisis (City of Vancouver, 2020). In 2003, the Inner-City Inclusivity Commitments (ICI) framework was formed by three forms of government to maximize and mitigate potential impacts from hosting the Olympic Winter Games within inner-city neighborhoods (Vancouver 2010 Olympics, 2019). However, when the bid to host the winter games were unsuccessful, the Vancouver Organizing Committee (VANOC) adopted the ICI. Additionally, the BOB (Building Inner City Businesses) organization was formed in 2005 and acted as a primary negotiator within the Community Benefit Agreement that followed (Graser, 2016, p. 15). In its role as a negotiator, it acted as the primary community representative that acted on the feedback of community organizations and representatives. The Olympic Resistance Network was the anti-growth coalition in this narrative that attempted to disrupt the 2010 Winter Games Olympic torch run in an attempt to raise awareness of the detrimental effects of the Olympic Games including homelessness, building on indigenous land, and pursuit of capitalist agendas (Grainger, 2010). In 2007, a hybrid CBA was created for the Vancouver Village.

This CBA was signed with the City of Vancouver, Millennium Properties, and the developer to support job provision to local residents, business procurement strategies, and funding to support community benefit initiatives (Graser, 2016, p. 5). The CBA included 100 jobs for inner city residents, \$750,000 to support inner-city hiring and procurement, and \$15 million in inner-city procurement as well as a new inner-city business registry (Peachey, 2009, pp. 3-4). The property would house the athletes during the 2010 Winter Olympics and then be opened to residents after the games were completed (Peachey, 2009).

**Gross’s Four Criteria Checklist**

**Table 12:** The following checklist is used to evaluate the Olympic Village CBA. It includes Gross’s four criteria which determine the validity of a community benefit agreement.

Criteria	Y	N
1) They involve a single development	X	
2) They are a legally-binding contract	X	
3) They address a range of community interests	X	
4) They are a product of substantial community involvement	X	

**CBA Evaluation: Successes, Challenges & Opportunities for Improvement**

Based on meeting Gross’s four criteria and through further analysis this CBA the Vancouver CBA is considered a success. Through analysis, it can be stated that the project targets outlined in the CBA for the developer were concise and easy to follow. In the end, the targets proposed surpassed the \$15M procurement target. In total, \$42 million was spent on providing goods, services, and equipment to inner- city businesses

(Peachey, 2009, p. 16). Additionally, 120 construction jobs were secured and jobs and apprenticeship programs gave first preference to inner-city residents (Graser, 2016, p. 15). Other mechanisms were used successfully from the negotiation to the evaluation stage, regular progress reports, income support for job trainees, and customized design of employment programs to the targeted population (Graser, 2016, p. 15). The main critiques that arose from this CBA include: job stability and job suitability. In terms of job stability, construction jobs were often not short-term contracts based on specific building sites. Therefore, there is a lack of long-term placements in this CBA. In terms of job suitability, not all residents are suitable for the physical strength, endurance, and overall health needed to support this project. For instance, construction jobs favour men over women or youth, and are not for people with disabilities (Peachey, 2009, p. 14). The opportunities for improvement are although a new neighbourhood was built within the Olympic Village many of the services were not accounted for. For instance, after 10 years there is still no school in the neighbourhood that was promised before the 2010 Olympics (Agahi, 2020). Another issue was that the development of the Olympic Village is criticized by going over budget (Peachey, 2009). The areas of improvement include that the developer, governmental entities, and local politicians had a pro- growth neo-liberal approach when designing the project plan and CBA agreement (Gold, 2017,p. 227). For future endeavors, the involved parties should consider social inclusion within large- scale projects and promote the inclusion of community groups when undertaking major decisions. Hence, more effective community engagement and monitoring need to be taken ensure the community needs continue to be met within this CBA.

## Case Study #5: Rexdale-Woodbine Casino CBA

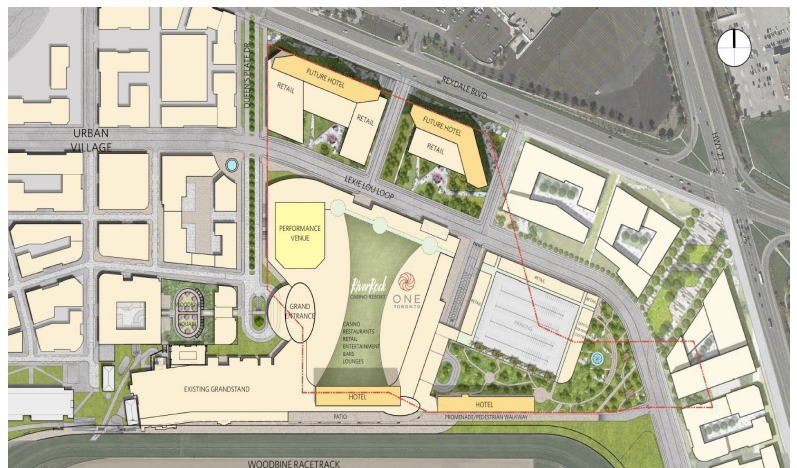
**Table 13:** List of key actors in the Rexdale-Woodbine Casino Redevelopment

Key Actors	Description
Great Canadian Gaming GTA LP (includes a partnership with Great Canadian Gaming, Brookfield Business Partners and Clairvest Group)	Developer
One Toronto Gaming	Woodbine Casino operator
City of Toronto OLG (Ontario Lottery and Gaming-owned by the government of Ontario)	The main government agencies involved in the project
Toronto Community Benefits Network (TCBN)	Primary negotiators and representatives of the community in this development
Rexdale Rising Rexdale's Community Organizing for Responsible Development (CORD)	Main community groups are responsible for advocating and negotiating benefits.

The Rexdale-Woodbine Casino expansion is a \$1 billion project that includes a casino, two hotels, several restaurants, retail stores, a theatre, and a training center on the existing Woodbine Racetrack site in the Rexdale neighbourhood in Toronto.

(Olatoye, Ong et al., 2019). The Rexdale-Casino Woodbine Community Benefits Agreement was created through community

intervention and is the first CBA coordinated by the municipal government agency in Toronto. (City of Toronto, 2020).



**Figure 6:** *Rexdale-Woodbine Casino Site Plan*

**Source:** Woodbine Entertainment Group. (2017). *Site Plan of Gaming District [electronic]* Retrieved from: <https://urbantoronto.ca/news/2017/12/woodbine-racetrack>

Rexdale-Casino Woodbine CBA is an example of a public CBA that was signed by City of Toronto and One Toronto Gaming (formerly OGGLP). One Toronto Gaming was formed as a partnership between the developer Brookfield Business Partners and the Great Canadian Gaming. TCBN is a community advocacy group that led a campaign to make the community’s expectations known to City Council, One Toronto Gaming, and City of Toronto staff. Through the development of project targets and effective community engagement with residents and stakeholders, it influenced the creation of the City of Toronto Community Benefits Framework that was passed in council in July 2019. The major players involved in this case study include: the developer: Great Canadian Gaming, GTA the City of Toronto, Ontario Lottery and Gaming (OLG), One Toronto Gaming, the Toronto Community Benefits Network (TCBN) and the involved community group Rexdale Rising.

### Rexdale-Woodbine Casino CBA Project Targets

**Table 14:** Project targets within the Rexdale-Woodbine Casino CBA. Key targets sorted by: 1) employment opportunities, 2) community and environmental improvements, 3) affordable housing

<p><b>1) Employment Opportunities</b></p>	<ul style="list-style-type: none"> <li>• In the first two years of gaming 40% of total employees will have full time employment. In the next two years, 50% of the total employees will have full-time employment.</li> <li>• 40% new hires through local or social hiring {Local hiring indicates employment opportunities for people in the Woodbine local area. Social hiring includes employing people who self-identify with an equity seeking group, or face barriers to employment (City of Toronto, 2019a).}</li> </ul>
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	<ul style="list-style-type: none"> <li>• 10% annual procurement through local or diverse suppliers</li> <li>• 10% of construction hours through local or social hiring</li> <li>• A target to develop a 20-year Employment and Labour Market Plan that includes career mentoring, recruitment opportunities, scholarship opportunities, and job opportunities for people with criminal records.</li> </ul>
2) Community and Environmental Improvements	<ul style="list-style-type: none"> <li>• \$5 million towards a child care centre.</li> <li>• 1 community event per month in an entertainment venue at little to no cost.</li> <li>• An international marketing plan and the creation of responsible gambling measures.</li> </ul>
3) Affordable Housing	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
4) Monitoring & Public Reporting Strategy	<ul style="list-style-type: none"> <li>• The monitoring of the CBA will be evaluated by: <ul style="list-style-type: none"> <li>-a) Community Steering Committee (organized by the City of Toronto)</li> <li>-b) Casino Woodbine Responsible Gambling Oversight Committee (organized by OLG)</li> <li>-c) Employment &amp; Labour Market Advisory Working Group (organized by One Toronto Gaming).</li> </ul> </li> <li>• One Toronto Gaming to provide quarterly and annual reports to the public on the CBA commitments.</li> <li>• There will be an annual city staff member to report to City Council and produce additional staff reports (when necessary).</li> </ul>

## **The CBA Process**

The Rexdale-Casino Woodbine CBA came about when the government of Ontario was interested in expanding the gaming types that take place at Casino Woodbine. When the proposal was introduced it was known as “Woodbine Live,” and it was approved by the City of Toronto. However, this development never occurred due to the developer backing out (Rexdale Rising, 2018). In August 2017, OLG started the procurement process to find a new developer to redevelop the existing site. The Provincial government through OLG wanted to expand to table gaming. For OLG to expand gaming, it needed approval from the City of Toronto. Furthermore, there was a lack of consensus on what direction to proceed. Some members of city council wanted to expand gaming, as it would bring more economic development opportunity and growth through new jobs, hotels, and restaurants for Rexdale community. On the other hand, other council members were opposed and stated that expanded casino would bring more crime, traffic, problem gambling, and didn’t want to bring this to the Rexdale neighbourhood. The compromise was to create a community benefit agreement to reserve jobs and community benefits for Rexdale (Participant 7, Personal Communication, 05/08/20). A year later in 2018, the CBA was signed with the operator of the Woodbine Racetrack: One Toronto Gaming and the City of Toronto after a decade of mobilization by the community for the inclusion of local needs and benefits within development projects (Nanji, 2019). The goal of the CBA was to mitigate the negative effects of the expanded gaming development to gain opportunities to benefit the community and all equity-seeking groups across Toronto (City of Toronto, 2019b). The Rexdale-Casino Woodbine CBA included specific requirements that One Toronto Gaming to adhere to.

The targets include 40% new hires through local or social hiring, 10% annual procurement through local or diverse suppliers, 10% of construction hours through local or social hiring, \$5 million towards a child care centre and annual monitoring One Toronto Gaming to provide quarterly and annual reports to the public on CBA commitments (City of Toronto, 2019).

### **Gross’s Four Criteria Checklist**

**Table 15:** The following checklist is used to evaluate the Rexdale Woodbine Casino CBA. It includes Gross’s four criteria which determine the validity of a community benefit agreement.

<b>Criteria</b>	<b>Y</b>	<b>N</b>
1) They involve a single development	X	
2) They are a legally-binding contract	X	
3) They address a range of community interests	X	
4) They are a product of substantial community involvement	X	

### **CBA Evaluation: Successes, Challenges & Opportunities for Improvement**

Based on meeting Gross’s four criteria and through further analysis this CBA the Rexdale-Woodbine Casino is considered a success. Furthermore, this development does not displace any residents as the development is built on the existing Woodbine Casino, and addresses long-term community concerns through the incorporation of the legally binding CBA. Through this agreement, there is evidence that there was significant community involvement. After the CBA was signed, Rosemarie Powell, the Executive Director of TCBN exclaimed: “The Rexdale community has a lot to be proud of this is a big step towards securing an agreement that can result in good jobs for residents (TCBN, 2018).”

Through analysis, the targets are seen as clear and achievable and some targets have been surpassed. To date, the CBA targets are on track, and a total of 1,150 new employees have been hired. In total, 11% (134 individuals) were local while 72% (828 individuals) were social hires (City of Toronto, 2019a). Of these hires, 60% (950 individuals) are employed full-time. Ontario Gaming has contributed \$5 million for the development of a childcare center to benefit Casino Woodbine residents and employees. This is significant because Rexdale had one of the lowest childcare rates (22%) across the city, and the development of a new childcare centre was a major achievement for the community (Rexdale Rising, 2018). Furthermore, an oversight committee was created which includes two community members, TCBN and United Way representatives and the developer will meet every quarter to review outcomes and address concerns (Participant 6, Personal Communication, 05/06/20). Lastly, the city will provide yearly updates on the progress of the CBA, and the construction completion is expected to be in 2021 (City of Toronto, 2020).

## Case Study #6: Metrolinx Eglinton Crosstown CBA

**Table 16:** List of key actors in the Metrolinx Eglinton Crosstown Redevelopment

Key Actor	Description
Metrolinx	Developer
Toronto and York Region Labour Council	The public agency spearheading the project
Toronto Community Benefits Network	Third-Party Negotiator
City of Toronto	Land-owner
Little Jamaica & Golden Mile (Toronto neighbourhoods affected by LRT construction)	Resistance group
United Way Toronto	Supporting group

### Introduction

The Eglinton Crosstown LRT is Metrolinx’s first CBA program and is the largest transit history expansion in the history of Toronto. In 2007, the redevelopment expansion was announced and it includes a 19-kilometer light rail line that runs through a series of high- priority neighbourhoods (Graser, 2016, p. 15). The Crosstown is said to have up to 25 stations, 54 bus routes, three subway



**Figure 7:** Map of Eglinton LRT Stations and Stops  
**Source:** Metrolinx (2020). *Stations and Stops [electronic]*  
 Retrieved from: <http://www.metrolinx.com>

stations as well as various GO lines (Crosslinx, 2016). The CBA signed by TCBN and Metrolinx commits to local hiring and social procurement within the construction of the new transit line and to leverage the \$5.3 billion infrastructure investment to create economic opportunities for residents from historically disadvantaged groups (TCBN, 2017). The major players involved in this case study include: Metrolinx as the developer, Toronto and York Region Labour Council, and City of Toronto as the partner public agencies, the Toronto Community Networks (TCBN) as the hired third-party negotiator, and Little Jamaica and the Golden Mile community as the opposing group, and the United Way Toronto as the supporting group.

**Metrolinx Eglinton Crosstown CBA Project Targets**

**Table 17:** Project targets within the Metrolinx Eglinton Crosstown CBA. Key targets sorted by: 1) employment opportunities, 2) community and environmental improvements, 3) affordable housing.

<p>1) Employment Opportunities</p>	<ul style="list-style-type: none"> <li>● 46,000 jobs (Total number of jobs to be determined after project completion)</li> <li>● 100% of all new apprentices working on the Crosstown LRT project hired through existing union-run, pre- apprenticeship programs that support equity-seeking and historically disadvantaged groups (Later, the target was signed on November 16, 2016, that the goal was workers from historically disadvantaged and equity-seeking groups would perform 10% of all trade or craft working hours on a trade-by- trade</li> </ul>
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	<p>basis (Metrolinx, 2016).</p> <ul style="list-style-type: none"> <li>To support internationally trained professional immigrants in securing jobs in their field (no program was initiated for immigrant employers after the agreement was signed by Metrolinx on April 23, 2014).</li> </ul>
2) Community and Environmental Improvements	<ul style="list-style-type: none"> <li>N/A</li> </ul>
3) Affordable Housing	<ul style="list-style-type: none"> <li>N/A</li> </ul>

**The CBA Process**

In 2003, a citywide coalition of grassroots community groups, social agencies and trade unions formed the Toronto Community Benefits Network building on many of the efforts from a previous neighborhood coalition known as the Mount Dennis Weston Network (Nugent, p. 93). The goal was to create a CBA to equitably distribute jobs and economic benefits to the Crosstown LRT due to Toronto’s deepening socio-spatial polarization (Hulchanski, 2010) and the fact that it would run through nine of Toronto’s Priority Neighbourhoods containing low- income, racialized, and under serviced inner suburbs (Rankin & McLean, 2015). In spring 2014, Metrolinx, TCBN, a coalition of 80 labour and community groups successfully negotiated the CBA for the construction of the

Eglinton Crosstown. (TCBN, 2018). The CBA framework was developed through input from impacted communities along the Eglinton Crosstown LRT line (Dragicevic, and Ditta, 2016). The Framework includes working to engage communities, recruit job seekers through apprenticeship programs, and to communicate about the opportunities to communities affected (Nugent, 2017, p. 95). Later, these community benefit clauses were included in a formal agreement between Metrolinx, Infrastructure Ontario, and Crosslinx. (Graser, 2016, p. 15). The Community Benefit Agreement (CBA) outlines apprenticeship opportunities, opportunities for hiring skilled newcomers, and neighborhood improvements. The achievements that were associated with the implementation of the CBA include 10% of all trade or craft working hours are to be performed by historically disadvantaged residents, the hiring 50 newcomers, and the preservation of the Kodak building as a historical site that will be incorporated into the design of Mount Dennis LRT station and made available for community use (Olatoye, Ong et al., 2019, p. 12).

**Gross’s Four Criteria Checklist**

**Table 18:** The following checklist is used to evaluate the Eglinton Crosstown CBA. It includes Gross’s four criteria which determine the validity of a community benefit agreement.

Criteria	Y	N
1) They involve a single development		X
2) They are a legally-binding contract		X
3) They address a range of community interests		X
4) They are a product of substantial community involvement	X	

## **CBA Evaluation: Successes, Challenges & Opportunities for Improvement**

Based on Gross's four criteria checklist this is an ineffective CBA and requires an opportunity for improvement. This evaluation is based on its merit as an infrastructure project (rather than a single development), its status as a non-legally-binding contract, and its inability to address a range of community interests (by having a narrow focus on only employment opportunities). Rather than a formal agreement, Metrolinx instead committed to a "community benefits program," that offered a "range of employment, training, and apprenticeship opportunities for historically disadvantaged communities and equity-seeking groups as well as encouraging the provision of goods from local supplies and social enterprises (Metrolinx & Toronto Community Benefits Network, 2014)." The success of this CBA is as a large infrastructure project, this agreement has the potential for creating local job benefits as well as providing large financial returns for the community and local businesses (Nickle, 2019). In terms of monitoring, the Ministry of Training, Colleges, and Universities and the United Way worked in partnership to identify the skills gaps in neighbourhoods along the Eglinton Crosstown LRT to identify needs in future coordination, training, and employment requirements (Metrolinx & Toronto Community Benefits Network, 2014). Metrolinx agreed to include the Toronto Community Benefits Network in a working group that would facilitate the monitoring and evaluation of the framework, and to perform outreach (Nugent, 2019, p. 80). Furthermore, this CBA will serve as a test case for future major infrastructure projects (Metrolinx & Toronto Community Benefits Network, 2014). Metrolinx's CBA was created from the Community Benefits Agreement Model, and it is strongly supported in provincial policies such as Bill 6: Infrastructure for Jobs and Prosperity Act.

In addition, there will be a \$130 billion investment in new provincial infrastructure for the next 10 years that includes a framework for Community Benefit agreements when making decisions regarding investments (Galley, 2015). The challenges of this CBA are that “historically disadvantaged communities,” remains an undefined term and makes it easy to add additional worker groups that count towards the 10% target (Nugent, 2007, p. 103). Furthermore, the target of 10% is much lower than the original target proposed by TCBN, which was the hiring of 100% of historically disadvantaged and equity-seeking groups including a well-versed definition of these groups in the original Network’s CBA proposals (Metrolinx & Toronto Community Benefits Network, 2014). Within the CBA there was a program allocated to support internationally trained immigrants in securing jobs in their field. However, no program was initiated after Metrolinx signed the agreement. Moreover, there is limited monitoring of the promises of apprenticeship opportunities as there is a promise of 46,000 jobs after project completion but there is no information on the current number of jobs currently allocated to local hires. The current criticisms of this project are that it was stated that Metrolinx expects the Eglinton LRT to be completed by 2021, however, due to large project delays, that does not seem applicable and the completion date is pushed back to 2022 (Gooch, 2020).

Additionally, the historic Little Jamaica community located on Eglinton West was heavily impacted by the construction of the LRT through the closure of many businesses. It is estimated that due to construction 40-45% of businesses have closed or relocated since construction started (McLean, 2019). As a result, communities like Little Jamaica could be eradicated in the construction phase of this development. Another community that was negatively impacted by the Eglinton Crosstown expansion includes the Golden Mile Business complex of East Scarborough.

Similar to Little Jamaica, access to the local businesses is limited and many have had to cut down on employees, and business is down 50% due to Eglinton LRT construction (CBC News, 2019). The opportunities for improvement for the future are to develop a system to ensure CBA monitoring, accountability, as well as a procedure for public reporting. Currently, there is no process in place for collecting demographic data necessary to evaluate the community benefits program. Furthermore, the scope of the project is too broad, as it does not involve a single development, and runs through many neighbourhoods in Toronto. Hence it is a challenge to measure and evaluate the impact of the employment benefits that have been allocated within each residential area.

## **Concluding Remarks: Canadian Case Studies**

Through investigation of the Canadian case studies, the growth machine ideology was evident through the partnerships made with city and provincial officials in the development of major publicly funded infrastructure projects (i.e. transit projects, sports arenas, and casinos). Molotch (1976) explains that local politics use national policies that create a regime that influences the growth machine and creates priorities and new opportunities for urban civic life (p. 329). Through this analysis, it can be indicated that it can be stated that the Canadian model for securing CBAs is a hybrid of the bottom-up and top-down approach. In this case, municipal and provincial governments are providing more policy leadership than within the US, and are working towards a system where community benefits can be required by law as part of major government procurements (Atkinson Foundation, 2016, p. 4). My findings suggest that this approach can bring significant benefits to the community if priority is given by governments to advance these initiatives and is supported by all three levels of government. In particular, the federal government plans to invest \$120 billion in infrastructure developments, while the province will invest \$137 billion (Atkinson Foundation, 2016). Within these large sums of money can be reinvested into the community through community benefit clauses. Through government intervention, community visions can be realized.

Through Hulchanski's analysis on "The Three Cities within Toronto (2010)," it is evident that socio-spatial polarization based on gender, age, and class exists within major Canadian cities including Toronto. The idea of the "right to the city," was a slogan proposed by Lefebvre and has since been adopted by social movements, and local authorities as a call to action to reclaim the city as detached from the effects of gentrification and rise of socio-spatial inequality.

By reclaiming our urban spaces through community benefit agreements, residents can achieve Lefebvre's principle of the "right to the city." This theory highlights the opposition that exists between the use-value and the exchange-values within a city. The *use*-value refers to the communal use of land, while the *exchange*-value emphasizes the privatization of land through the creation of spaces that can be sold and bought and through the consumption of products (Lefebvre, 1996, p. 17). Lehrer and Wieditz add to this narrative in their publication "Condominium Development and Gentrification." It is stated that the emerging condo towers contribute to the growing spatial segregation that exists in the city through gentrification (Lehrer, U., Wieditz, T., 2009, p. 141). Campaigning for radical changes enhances community power and decision-making. This allows communities to have the chance to transform and reshape their neighbourhoods based on their needs rather than those of property owners (Purcell, 2013). Through citizen participation in planning and decision-making processes, the principles incorporating participatory planning practices to build equitable communities can be manifested. This includes an emphasis on resident involvement in neighbourhood planning practices and contributing to improvements in community amenities and environmental conditions.

## **Chapter 5: Interview Findings**

Nine semi-structured interviews were conducted with a variety of stakeholders who have been involved in the CBA negotiation process including community advocates, researchers, governmental agencies, and third-party mediators in the Greater Toronto Area. Some research participants had more knowledge and experience in negotiating CBA agreements than others. Through this study, I attempt to connect and assess responses in regards to my research question of “How can case studies on CBAs within the US & Canadian context serve as a model to achieve equitable planning? How do community benefit agreements differ in these contexts and how do we define their successes, challenges, and limitations to offer opportunities for implementation within Toronto?” For my interview findings, I utilized the research method “thematic analysis,” designed by Braun & Clarke (2006). In this section, I will provide an overview of the research participant’s responses to my research questions and describe CBA’s opportunities for implementation within Toronto. The three main themes that I discovered within my research data include: CBAs as a tool for building community power and wealth, CBAs and their implication for local policy, and CBAs and their implications for implementation, monitoring, and evaluation.

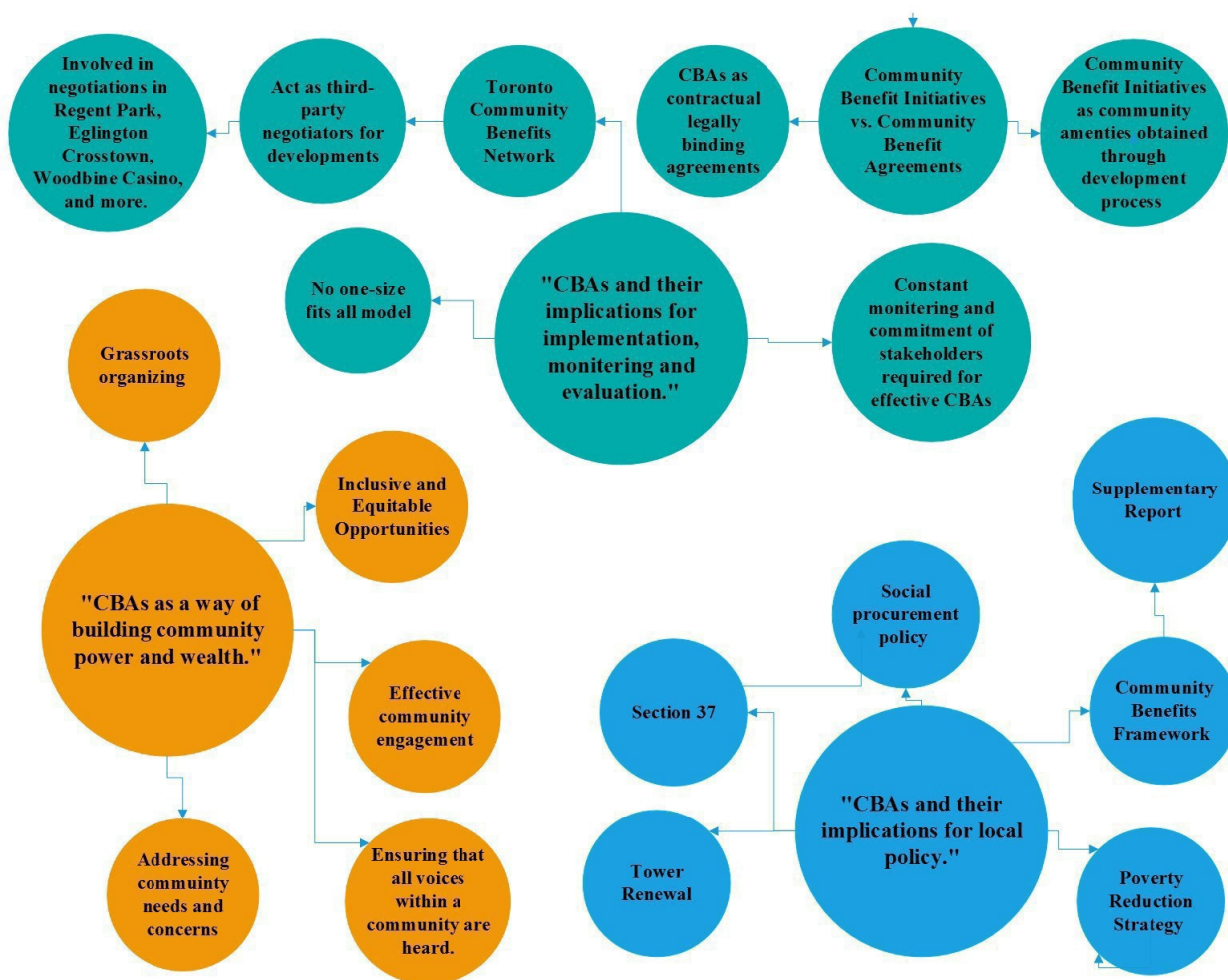


Figure 8: The three themes that arose from the thematic analysis of the interview responses:

- 1) *CBAs as a tool for building community power and wealth*
- 2) *CBAs and their implications for local policy.*
- 3) *CBAs and their implications for implementation, monitoring and evaluation.*

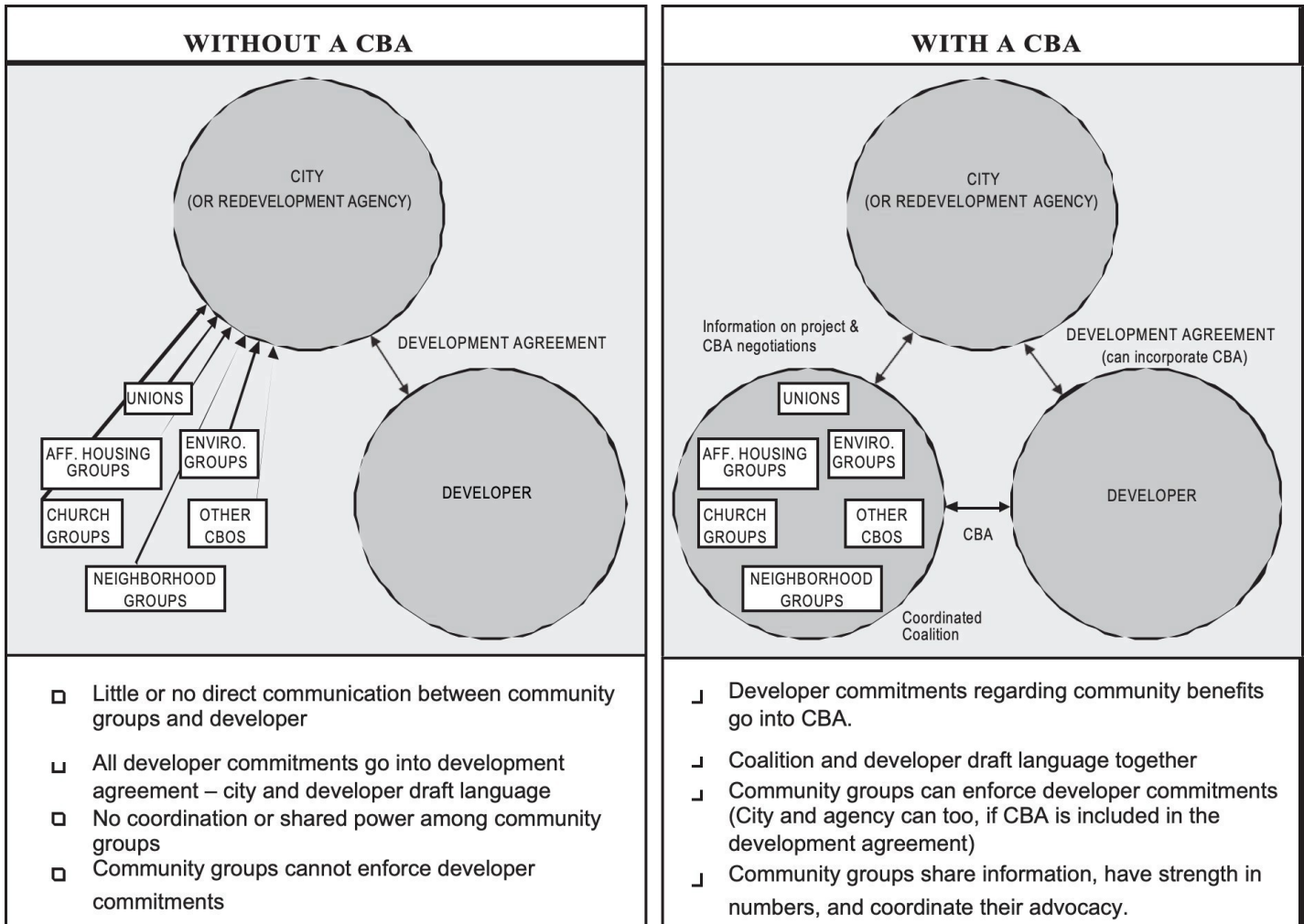
## Thematic Analysis

### 1) CBAs as a tool for building community power and wealth

My interview findings suggest that there was a consensus among all parties that community benefit agreements could contribute to the creation of power and wealth. This could be done through the promotion of increased community engagement, affordable housing, and equitable planning processes. However, these responses offered mixed-review critiques of CBAs and their mechanisms to ensure accountability. Participants described that community benefits were a method of building

community power and that this could be done through the opportunity to get engaged and to extract benefits from large infrastructure projects to collect funds to support their local economies (Participant 9, Personal Communication, 06/16/20). A majority of the participants explained that CBAs could offset many of negative impacts that can arise from a new development including gentrification, displacement, and increased traffic. As well, CBAs create opportunities for historically disadvantaged communities to make an impact in their communities such as jobs, training, and mentorship opportunities. Within the interviews, it was stated that CBA's had the potential to contribute to more equitable planning processes. CBAs were described as "an incredible tool to demonstrate how communities can benefit from investments in the community. Benefits are usually abstract, and it is difficult to see economic benefits within development projects (Participant 1, Personal Communication, 04/09/20)." The impact that community benefit agreements could add to creating an equitable planning process is through including minority, marginalized, and racialized community members that have previously been left out of these development processes. This can be done through engagement with low-income or unemployed individuals through identifying the main issues, looking for potential solutions, and on- the-ground implementation of these solutions (Participant 4, Personal Communication, 05/03/20). In response to CBAs implications for effective community engagement, the respondents often stated that despite the comprehensive system for community engagement within Planning, there was an argument that there was often an over- representation by a certain demographic group namely, white middle-class homeowners (Participant 8, Personal Communication, 05/08/20). Lastly, it was discussed that to create greater inclusivity the current planning process should be oriented towards standards that promote community health, and improve access to affordable housing and employment. Furthermore, some recommendations for improvement in government policy is requiring developers to provide a progress report that can be evaluated by the community on how they plan to provide benefits through outlining specific targets, and metrics within new developments to ensure accountability (Participant 4, Personal Communication, 05/30/20).

In response to CBAs capacity for creating community wealth “community benefits” were described as a way of leveraging dollars already being spent, often on large infrastructure and development projects, to maximize economic and social returns for local communities (Participant 5, Personal Communication, 05/05/20). A distinction was made regarding creating community wealth as creating community wealth is often an outcome from private- public partnerships on municipally owned land (Participant 2, Personal Communication, 04/15/20). It was stated that land is the most valuable commodity in Toronto. Particularly, keeping the money from land sales circulating in a local economy was highlighted as essential as most profit goes overseas if there are foreign investors (Participant 9, Personal Communication, 06/16/20). Moreover, it was explained, “CBAs absolutely have the opportunity to create community wealth. I see community wealth as community democratically owning or being able to exert agency over the tools and systems that generate, sustain, and share prosperity locally and in an equitable way (Participant 8, Personal Communication, 05/08/20).” Lastly, it was described that community benefits are just one of the set of tools used to create community wealth. Other tools include: land trusts, cooperatives, and anchor institutions (Participant 9, Personal Communication, 06/16/20). In terms of CBA’s ability to contribute to affordable housing, all participants agreed that CBAs had this capacity. Specifically, one interview participant mentioned that Toronto Housing Secretariat must be included as a stakeholder to these obligations as it manages the planning and implementation of Toronto’s affordable housing projects (Participant 7, Personal Communication, 05/08/20). In regards, to how this would be achieved, some pointed to other case studies, while others did not know how to apply this within Toronto. There was no mention of combining land trusts, co-ops, or non-profit housing within CBA agreements. However, it was mentioned that when building affordable housing units, developers expect a tradeoff or to get something in return (i.e. density transfers, an expedited process, approvals, etc.). Hence, if the requirement to build affordable housing is not legally binding, there is not much incentive by developers to build it (Participant 10, 06/19/20).



**Figure 9:** A comparison of the development process with or without a CBA.

**Source:** Gross, J., Leroy, G, and Aparicio, M.J. (2005). Community Benefit Agreements. Making Development Projects Accountable. Good Jobs First and the California Partnership for Working Families.

The critiques that were offered in terms of CBAs mechanisms to ensure accountability, was that there was a clear distinction made between community benefit agreements (CBAs) and community benefits secured in procurement. It was outlined that a majority of infrastructure projects in Toronto have involved community benefits secured in procurement rather than community benefit agreements (Participant 5, Personal Communication, 05/05/20). Furthermore, Community Benefits in Procurement can be defined as social benefits (hospitals, employment, etc.) that are secured through bids for municipal or provincial infrastructure projects. Community Benefit Agreements (CBAs) on the other hand are legal contracts that can be enforced, requires community engagement, oversight, and monitoring by all involved stakeholders. Lastly, it was explained that community benefit agreements do not have the power to ultimately restructure the planning process, and only through legislation and effective enforcement would ensure developers are held accountable to their commitments (Participant 7, Personal Communication, 05/08/20).

## **2) CBAs and their implications for local policy**

Within my interview findings, it was suggested by the participants that Community Benefit Agreements share similarities and are driven by other city policies and initiatives. The main implications that community benefits have for future policy development is the community benefits framework aligned with government objectives such as the City of Toronto Poverty Reduction Strategy, and Social Procurement Strategy. In the future, as new policies arise and the past method of obtaining community benefits through Section 37 will get replaced by provincial legislation More Homes, More Choices Act. This creates the need to secure additional benefits through direct negotiation with developers through other means including community benefit agreements.

The significance of future policy development is that by making community benefit agreements legally binding and applicable to major infrastructure projects within Toronto, this will allow for employment equity, citizen participation, and possibly more affordable housing stock to be created as a result of these agreements. Currently, the City of Toronto Social Development, Finance, and Administration Division is the department responsible for leading the Community Benefits initiatives (Participant 2, Personal Communication, 04/15/20). Following the adoption of the Rexdale-Woodbine Casino CBA two reports were submitted to Toronto City Council. This includes the initial City of Toronto Community Benefits Framework report and the supplementary report that included a discussion about measurable targets. The City of Toronto Benefit Framework aligns with the Social Procurement program and the Poverty Reduction Strategy (Participant 7, Personal Communication, 05/08/20).

It was described, “Within infrastructure projects, community benefits framework policy comes directly out of the poverty reduction strategy. We (TCBN) attempted to determine ways we can alleviate poverty in the city. CBAs can be used as a method to reduce poverty as inequality in the city is rising. The question we attempted to discover was: how do we balance this level playing field to secure targets for hiring and social infrastructure to help people thrive long-term (Participant 6, Personal Communication, 05/06/20)?” Furthermore, it was stated that governments could play a leadership role through policy development for the inclusion of community benefits in procurement strategies. This includes supporting developers that offer additional benefits or add value to communities such as hiring at-risk youth, building community centers, and other resources.

Many of the interview participants had experience in negotiating community benefits under Section 37. However, CBAs are unrelated to Section 37 benefits and the type of community benefits leveraged in these agreements are different. Within the interviews, it was mentioned that within the realm of current planning tools such as the planning act, there is not enough authority to enforce community benefit agreements (Participant 10, 06/19/20). However, due to its success, Section 37 can as a reference to securing benefits within the community benefits in the context of Toronto. Section 37 benefits are as a result of density bonusing and do not have a strong focus on inclusive economic development. The main focus is on providing “hard” benefits that include durable built-form capital facilities such as child care centre, parks or community centres. On the other hand, community benefit agreements are about offsetting the negative impacts of development within local communities that are marginalized. The main focus is providing “soft,” benefits that include jobs and business opportunities for targeted communities. Hence, community benefit agreements attempt to fill a gap that section 37 did not prioritize which is promoting equitable development within the planning process and including marginalized communities through participatory planning practices.

In the future, Bill 108: More Homes, More Choices Act will be replacing Section 37 and may cause negative outcomes for securing community benefits. As the municipality is the major decision-maker for allocating Community Benefits (such as affordable housing, community centers, art, etc.) this may mean that certain services get cut as the municipality tries to cut back or save money on certain expenses.

This can be detrimental for some lower-income individuals who rely on these programs. As the flexibility for negotiating benefits decreases, community benefit organizers need to look for other tools for enforcement such as Community Benefit Agreements. The main similarities that exist between Section 37 and Community Benefit Agreements are that both reinforce the redistribution of value to community. This is summarized in the statement “in order for market-value projects to be created in the planning system there need to be benefits given back to the community (Participant 1, Personal Communication, 04/09/20).”

## Section 37 vs. Community Benefit Agreements

**Table 19:** Illustrates the similarities and differences that exist between Section 37 & CBAs.

<i>Section 37</i>	<i>Similarities</i>	<i>CBAs</i>
<ul style="list-style-type: none"> <li>• <i>Planning-based</i></li> <li>• Focus on “hard” community benefits (built form facilities).</li> <li>• Section 37 benefits are enforced by city planning officials and local councilors.</li> <li>• In Section 37 it is the councilor is the primary decision-maker (Hanff, 2016, p. 38).</li> <li>• The main goal of the developer in section 37 benefits is to achieve increases in height and density of proposed development in exchange for providing benefits.</li> <li>• A majority of section 37 secured benefits included art and park space rather than affordable housing or community centres (Lehrer and Wieditz, 2009, 149).</li> <li>• Section 37 benefits are limited in the sense they cannot include non- capital benefits such as employment or procurement benefits (Hanff, 2016, p. 37).</li> <li>• The methods for allocating benefits in section 37 involves in-kind (developer builds benefit for local community) or cash-in- lieu (cash contributions to achieve specific facilities.)</li> </ul>	<ul style="list-style-type: none"> <li>• CBAs and Section 37 benefits often require local government support and involve going through the planning approvals process (zoning, etc.) to gain approval for a proposed development project.</li> <li>• Section 37 benefits often involve similar stakeholders as in the CBA including: a developer, city councilor, planners and community organizations.</li> <li>• The value/type benefits that is secured on a case- by- case basis</li> <li>• No set formula for allocating benefits</li> <li>• Section 37 funds and CBAs are often as a tool to secure affordable housing.</li> <li>• The mandate for allocating CBAs and Section 37 benefits is similar where benefits must “support <i>growth</i> management, and other community building objectives.”</li> <li>• Section 37 and CBAs try to identify and address community needs.</li> </ul>	<ul style="list-style-type: none"> <li>• <i>People-based</i></li> <li>• Focus on "soft" community benefits (jobs and businesses opportunities for targeted communities).</li> <li>• Community Benefit Agreements are legal contractual agreements that are overseen by lawyers and developers.</li> <li>• In effective CBAs it is often argued that community organizations have more leverage in decision-making processes.</li> <li>• Within CBAs the goal is to gain the support of a community, move the city approvals process fast along, and to facilitate community improvements (Galley, 2015).</li> <li>• The methods for allocating benefits in community benefit agreements is through a signed legal agreement by all involved stakeholders.</li> </ul>

### **3) CBA's implications for implementation, monitoring, and evaluation.**

The main challenges that exist for implementation include: that the CBA framework establishes a broader idea; there are still contexts in which Community Benefits cannot be secured. A remaining challenge is how to provide benefits from private developments, rather than from public city-owned land. It remains a challenge as it is unclear whether it is legal to enforce these agreements in this context (Participant 2, 04/15/20). It was mentioned that the main method of large-scale infrastructure procurement is through public-private partnerships (P3) made between governments and developers. Through these partnerships community benefit agreements can reap the rewards of these transactions (Participant 9, 06/16.20). Hence, changes in city policies and provincial legislation such as property rights may be required to ensure the developer's accountability to CBAs. To hold developers accountable, there must be incentives created between the government and the developer to ensure effective enforcement of community benefits. Furthermore, several of the participants stated that each neighbourhood was different and that each context has its own implications for effective implementation. However, it was suggested that lower-income areas such as Toronto's Priority Neighbourhoods would greatly benefit from the incorporation of community benefit agreements within development projects, as these are often the most underserved areas within Toronto.

The main challenges for monitoring that were identified include: “it is often difficult to measure the impact of less tangible benefits and establishing minimum requirements for enforcement.” For example, if the City creates a policy for hiring (10% local hiring.) Then the question becomes “What are the mechanisms to ensure this, what are the penalties, and how do you assess the benefits to support the continued use of the agreement (Participant 2,04/15/20).” Furthermore, community benefit agreements were often referred to as “just another type of legal agreement.” In this case, more research is needed in this area to ensure that all parties involved in the agreement uphold these signed contracts. It was suggested by many participants that a lawyer may need to present during the negotiations to ensure the legality and enforceability of these contracts is maintained. Moreover, it was discussed that many communities may lack the resources or funding to seek legal advice and or/the willpower or knowledge to negotiate with major corporations. Hence, a third-party expert may be needed to ensure effective monitoring and to ensure that the contracts are legal and are maintained over time.

The main challenges for the evaluation of CBAs within the Toronto context include: a community can only gain benefits and resources from a project if the CBA is enforceable over time. This includes a description of how the contract will be enforced, creating penalties for non-compliance, and leveraged mechanisms for enforcement to ensure that developers are held accountable. Moreover, many of the interview respondents state that the Rexdale- Woodbine Casino was the first genuine example of a CBA agreement in Toronto as it was legally-binding agreement signed by a local approval authority (the City of Toronto). Furthermore, my interview findings suggest that more research is needed from prior successful case studies outside of Toronto such as USA and UK, where CBAs have been implemented successfully to be able to successfully evaluate the benefits allocated within these agreements.

However, each neighbourhood is different, and as a result, the methods of evaluating community benefits can prove to be a challenge as each neighbourhood has different needs and visions. Hence it was stated that to fully evaluate the success of a CBA, a neighborhood's needs and wants from a development must be assessed prior to the onset of the construction of a land development.

## **Lessons Learned**

Through investigation of the case studies, it is clear that there are effective and ineffective CBAs and their success is determined by the commitment of involved project stakeholders to enforce and monitor the agreement. The lessons learned through the analysis of CBAs within the US & Canadian context, it is clear that CBAs have often failed since they lacked transparency within the project implementation stage. For instance, within the Atlantic Yards CBA there were promises for community benefits that were originally proposed but then delayed to an unknown point or disappeared completely (Graser, 2016, p. 9). In terms of answering the research question **“Through the analysis of case studies within US & Canada, how can community benefit agreements contribute to the common good and promote equitable planning practices? How do community benefit agreements differ in these contexts and how do we define their successes, challenges, and limitations to offer opportunities for implementation within Toronto?”** posed at the beginning of the paper, the interview findings and literature review provide a good overview of how community benefit can be leveraged for Toronto. For effective implementation of a CBA, the offer needs to come directly from the developer and a third-party plays a recognized role only once the developer makes a formal decision to make a deal (Baxamusa, 2008, p. 268). My findings through conducting this research study include that CBAs provide the opportunity to redistribute wealth back into local economies and prevent socio-spatial segregation of residential neighbourhoods.

However, CBAs are not feasible for every new development and should be prioritized in neighbourhoods that require reinvestment (i.e. Toronto's Priority Neighbourhoods). Additionally, within the CBA negotiations, a power imbalance exists between elected officials and the community. Thus, an oversight committee and active enforcement are required within community benefit clauses to secure benefits. Lastly, the success of a CBA often correlates directly with the monitoring and enforcement mechanisms and specificity of the contract including specific requirements, clear responsibilities, and setting realistic targets (Atkinson Foundation, 2016). For CBAs to be implemented in Toronto there needs to be an examination of the current legislation from all levels of government. Furthermore, the jurisdiction for the implementation of CBAs goes beyond the scope of traditional planning tools and suggests examining social policies such as labour and hiring targets. This involves examining existing municipal programs such as: the TO Core's Downtown Community Services and Facilities Strategy, TO Core's Downtown Secondary Plan, and Toronto Poverty Reduction Strategy. Lastly, tools such as community impact statements can be used to encourage enforceability or the compliance of developers for projects that cause significant impacts to the neighbourhood.

### **CBA Implementation: Successes & Challenges**

CBAs have both successes and challenges depending on the development project and there is no one-size-fits-all model. However, in most cases, the benefits that arise from CBA agreements outweigh the risks (Gross, LeRoy, and Aparicio, 2005 p. 25).

The successes of CBAs include: new alliances among community groups, early negotiations between developers and the community avoiding conflict and delays in the approval process, community concerns can be addressed “upfront,” CBAs ensure the developer’s promises are legally enforceable, public accountability in monitoring a project’s outcome and information to show successful delivery of promised benefits, and lastly, CBAs can play a key role in community development initiatives and can direct spending to underserved neighbourhoods (Graser, 2016). From this point of view, communities can use CBAs as a tool to challenge traditional powerful growth regimes (Rogers & Murphy, 2015). However, their success depends on the strength of the coalitions that advocate for benefits, the legality and clarity of the CBA conditions, and the mechanisms that are used for monitoring and enforcement (Parks and Warren, 2009). On the other hand, the challenges of CBAs include: inadequate organizing can result in poor outcomes in the CBA negotiation process, developers may not be willing to provide additional benefits, there can be significant legal expenses through hiring an attorney, community groups may be reluctant to sign a legal agreement, and lastly, it can be difficult building and maintaining a coalition with shared interests within a community (Gross, LeRoy, and Aparicio, 2005). Opponents of community benefit agreements argue that these agreements support rather than challenging a neoliberal agenda (Rogers & Murphy, 2015). The criticism is based on the view that local authorities and developers receive more advantages from these agreements than the local community particularly due to the uneven bargaining powers between developers and community members (Campbell et al., 2000). In some cases, there have been CBAs where developers had used bribes to silence opposition from communities and they were coerced to show support for projects they would have been opposed to (Rogers & Murphy, 2015).

These challenges show that CBAs are difficult to negotiate due to lack of transparency in the negotiation process, and due to local communities' lack of skills, resources, or experience to successfully negotiate benefits with project stakeholders (Been, 2010). Furthermore, this analysis suggests that CBAs have been proven to be difficult to enforce and monitor in practice and often inherently benefit developers and promote government interests rather than community well-being (Been, 2010). This is described in Wolf Powers (2010) statement that “developers purchase public support with benefits that are inadequate to compensate deserving parties, or that will not reach them at all (p. 142).” The success of a CBA often depends on its level of engagement within a community. Hence, it is crucial for parties that enter into this type of legal agreement to understand and integrate this model in their consultation with community members. Within land development battles, a coalition needs to have strong common values to sustain itself, and not to break down when action is needed most (Lejano and Wessells, 2006). Currently, CBAs can be adopted within city- owned land, but to convince developers to incorporate them within private developments remains a challenge due to existing legislation such as property rights that do not permit these agreements. Hence, policy changes would be required to allow for this initiative. However, CBAs can be used in the majority of large-scale publicly funded developments. Since the City of Toronto has established CBA framework, communities are better equipped to understand in which context CBAs can be applied, and incorporate them into further projects. Additionally, groups experienced in negotiating community benefits such as Toronto Community Benefits Network (TCBN), community liaisons, and community development officers can greatly assist in holding developers accountable to their commitments. The Toronto

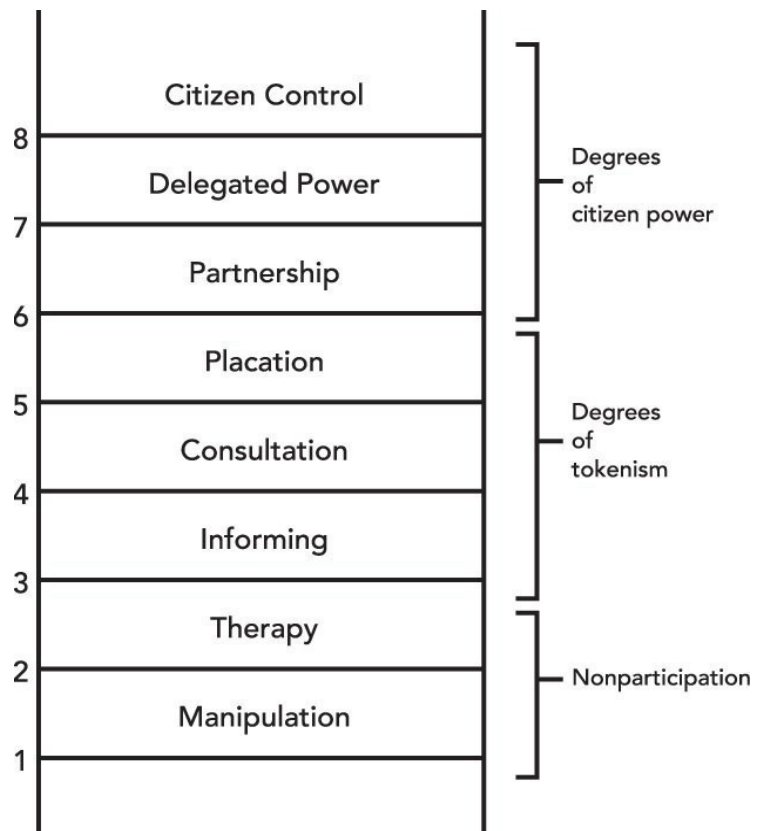
Community Benefits Network (TCBN) has already partnered in community benefit initiatives within Toronto including: the Eglinton Crosstown LRT, Finch West LRT, WestPark Hospital, MacDonald Block (Wellesley & College), and the Rexdale-Woodbine Casino (TCBN, 2019). In the next section, community assessment of CBAs will be discussed.

## **Community Assessment**

Community coalitions emerge as a way of balancing power and to rally against a common cause and leverage a collective vision for progressive social change (Mizrahi and Rosenthal, 1993, p. 12). Hence, community coalitions are more likely to be successful if the motivation for formation comes directly from within the community (Wolff, 2001). The questions surrounding how CBAs must be regulated and implemented is based on “community power.” Often community groups are seen to have “little broad-based membership, are underfunded, and have little power except power derived from their militancy and their ability to apply pressure through direct action (Shragge, 1997, pp. 188-189).” CBAs give citizens a more meaningful role in the development process than through existing land use processes and most require local government involvement and support (Musil, 2012, p. 843). The power of the CBA coalitions often is derived from the political leverage that they acquire in the planning process. The reason for this is that the development process is contingent on receiving project approvals or zoning variances, and community actors can delay this process through protests (Parks & Warren, 2009, pp. 97-98). In terms of the implications of CBAs as a mechanism of building community power and wealth their results depend on the willpower of a community coalition. From this view, “a community’s ability to achieve a strong CBA is directly related to how much power it organizes and the strength of its coalition infrastructure (Partnership for Working Families, 2016, p. 6).” Hence, a transparent and inclusive community engagement process is critical to the success of a CBA (Graser, 2016, p. 9).

In the article by Gross, LeRoy, and Aparicio (2005) it is stated: “community-based organizations will quickly lose credibility if they negotiate an increase in a project’s community benefits and then turn around and oppose the project (p. 26).” Therefore, the community group should not oppose or protest the project if they have signed a legally binding agreement with the developer. Therefore, community groups should be equipped to assess whether the benefits secured are a good tradeoff and if all parties are willing to follow the commitments made within the CBA. Thus, community enforcement is mandatory for effective monitoring to ensure that all parties are accountable to their obligations within the agreement (Partnership for Working Families, 2016, p. 8). Moreover, by hiring a third-party CBA national or regional organizer or negotiator mediator that has prior experience in negotiating CBAs can produce favorable outcomes to achieving community objectives (Musil, 2012, p.836).

Arnstein’s Ladder for Citizen Participation is a planning theory that assesses the contribution of community members in the planning process. In Arnstein’s Ladder of Citizen Participation, there are eight rungs that symbolize a community’s level of participation in planning processes (Figure 11).



**Figure 10:** *Arnstein’s Ladder of Participation* used for evaluating the level of participatory planning reached through engagement.

**Source:** “A Ladder of Citizen Participation,” by S. Arnstein, 1969, *Journal of the American Institute of Planners*, 35(4), p. 217.

Through investigation of the case studies in chapter 3 & 4, most successful CBAs reached the 4- 6 rung (Consultation, Placation, Partnership) of the ladder. The unsuccessful CBAs, on the other hand, reached the 1-3 rung (Manipulation, Therapy, and Informing). However, in future projects, active engagement through community benefit agreements can result in achieving a degree of citizen power and control within the planning process.

## **Policy Recommendations**

The following recommendations are made for developers, government officials, community groups/residents, and third party mediators regarding community benefit agreements (CBAs).

### **For Developers**

- 1. Within the process of securing community benefit agreements meaningful community engagement should take place throughout the *entire* development process. This includes ensuring that all community groups are represented before the project is approved.**

The initiation of a CBA is political and depends entirely on the developer's willingness to enter into an agreement (Baxamusa, 2008, p. 268). As the developer is the main project stakeholder within the land development process it is within their best interest to engage in meaningful community engagement early in the development. This will ensure that the voices of underrepresented groups are heard and to avoid conflict between stakeholders or the broader community in the later phases of the project development. There is criticism that some CBAs are negotiated from a limited community perspective because only the views of the CBA coalition are represented rather than the needs of the broader community (Musil, 2012, p. 839).

Therefore, significant effort needs to be made to accommodate marginalized and equity-seeking groups in the community such as translation services. The goal for ensuring accountability within the CBA process and to drive systematic change was “the notion in incremental and social-economic benefits working with local communities before and during the build of infrastructure and development projects becomes how you do business instead of an unusual thing (Participant 5, Personal Communication, 05/05/20).” Hence, early engagement with the project stakeholders is crucial to securing a CBA and constant community engagement and monitoring is critical to its success. Through genuine community engagement at the start of infrastructure projects can achieve equitable outcomes such as hiring, affordable housing, or environmental improvements. Through ongoing communication between community groups and a developer for a period of years after the development proposal, this ensures that the community can oversee the process and ensures accountability (Gross, LeRoy & Aparicio, 2005, p. 15).

## **For Government Officials**

### **1. To pass a federal by-law that makes legally binding Community Benefit Agreements mandatory for all future large-scale infrastructure projects.**

Fischer (2006) states that in order to empower communities, CBAs need to have higher political support and a redistribution of power. By passing a federal by-law that makes legally binding Community Benefit Agreements mandatory for all future large scale development projects this will ensure equitable development. Through participation in community benefit agreements (CBAs) by all parties within a development area, this holds the developers accountable to their promises. Therefore, meaningful community engagement, participation, and governance are mandatory to ensure project approval from governmental agencies. Particularly, making community benefits mandatory for all infrastructure projects at a federal level would assist in driving other policy objectives at provincial, and local levels (Participant 5, Personal Communication, 05/05/20). Furthermore, within the next ten years, over \$187 billion will be spent on creating infrastructure projects across Canada within the next ten years (Snyder, 2020, para. 1). This gives rise to significant employment opportunities and community development initiatives for historically marginalized areas. To ensure that these projects are accountable for diverse communities consisting of indigenous and black peoples, women, veterans, youth, newcomers, and other historically disadvantaged groups, it is necessary to make community benefits a necessary part of all future infrastructure projects.

**2. To merge community benefits within government existing policies and legislation at all levels of government.**

Merging community benefits agreements into legislation and policy documents is a method to ensure that “benefits,” are fulfilled within development and infrastructure projects. It is necessary to combine CBAs with other policy frameworks as larger institutions often require assistance in understanding their roles and responsibilities within these agreements (Participant 3, Personal Communication, 04/24/20). Furthermore, city and public officials as well as planners, can act as experts to educate the private and public sectors about the feasibility and technical details of specific proposals (Baxamusa, 2008, p. 270). As provincial and federal governments are in the midst of spending billions to create policies such as the *Infrastructure for Jobs and Prosperity Act* that support public infrastructure and workforce opportunities (Hanff, 2016, p. 58) taking steps to include community benefits should be at the forefront of these initiatives. The interview participants mentioned that promoting Community Benefit Agreements through all levels of government including municipal, provincial and federal levels is essential for their implementation. Currently, there are many provincial policies such as Bill 108: More Homes, More Choices Act that contradict existing many of the municipal initiatives such as Section 37, and does not allow for the procurement of additional community benefits from development projects. By aligning existing policies to support CBA implementation within all governmental jurisdictions can ensure that community benefits can be fulfilled within development projects across Canada.

### **3. Develop a municipally mandated policy that requires the annual monitoring, enforcement, and evaluation of CBAs within Toronto.**

Gross, LeRoy & Aparicio (2005) state, “all CBAs should contain carefully-drafted provisions describing how the commitments made by developers will be monitored and enforced (p.14).” This includes clear roles, responsibilities, and time frames to be clearly outlined in the CBA agreement and upheld. Creating a municipal-led policy ensures the accountability of developers to fulfill their promises and create clear and realistic targets. This initiative needs to be municipally driven to be able to understand the local stakeholder population. By an interview participant it was explained that within the current planning process, there was a focus on “built form rather than social opportunities, and there “needs to be a development of standards that speak to community health (Participant 3, Personal Communication, 05/03/20).” To ensure effective implementation, within my interview findings it was recommended that “local municipal governments undertake inclusive community engagement prior to a bid, so procurement can be customized to engage and inform community groups along the way (Participant 5, Personal Communication, 05/05/20).” Furthermore, for annual monitoring was stated that there should be a requirement for progress reporting that allows for a request for feedback by residents that are impacted by a development that can be evaluated by the community and outlines specific targets and metrics (Participant 4, Personal Communication, 05/03/20). This can include requiring construction and engineering firms to provide mandatory annual reporting of secured community benefits and through the promotion of *Community Employment Benefits (CEBs)* which promote increased employment opportunities for at least three different minority groups (Snyder, 2020). In terms of enforcement, it was recommended that there be penalties for non-compliance and to create mechanisms to ensure accountability (Participant 2, Personal Communication, 04/15/20). Lastly, in terms of evaluation, a post-project evaluation by the community should also be taken into account in negotiations.

## **For Community groups/residents**

- 1. Within negotiations with developers, communities should advocate for benefits that are measurable, clearly specified, and legally binding. This includes setting realistic targets, allocating adequate resources, and assigning clear responsibilities and commitments to all project stakeholders.**

The emphasis on securing benefits is rooted in the “local community and has to come out of an authentic negotiation process (Participant 5, Personal Communication, 05/05/20).” Gross et al. (2005) recommend that substantial community outreach be required to understand a community’s needs and collaboration with these groups to build a coalition is needed to secure benefits (p. 14). Furthermore, CBA coalitions should assign a negotiating team or steering committee with members that have relevant experience to negotiate with a developer (p. 26). Lastly, if a lawyer is present in the negotiations, the CBA coalition should partake in negotiating directly with the lawyer (p. 23). The main challenges of implementing CBAs include that it is often difficult to calculate or measure the amount private developers spend on the promised benefits. Furthermore, gathering this data is difficult to determine the fees and costs that the developers spent on CBAs (Marantz, 2015, pp. 263- 264). Therefore, creating benefits that are measurable and clearly specified is integral to this process.

**2. Community organizations should connect with other coalitions nationally and internationally to share resources and develop community benefit goals and initiatives. By sharing resources, community organizations can mobilize to bring about community benefits and develop frameworks for community-led planning initiatives.**

Research initiatives can be pursued to develop models for reaching targets for affordability within Toronto and beyond. Some reputable organizations within the USA that have experience in advancing the use of CBAs include: the Partnership for Working Families, Good Jobs First, Centre on Policy Initiatives, and the Anne E. Casey Foundation (Musil, 2012, p.836). By forming broad coalitions with coordinated and specialized functions to maximize available resources and expand impact Through involving a variety of stakeholders in the process such as philanthropic foundations, local government agencies, consultants, developers, and more ideas can be shared about how to incorporate models for community benefits implementation.

## **For Third-Party Mediators**

- 1. Maintain a robust engagement process with residents that focuses on the creation of a diversity of community benefits (i.e. affordable housing, environmental mitigation, cultural contributions, etc.)**

An independent agency can act as a third-party negotiator who has knowledge and experience in securing CBAs and needs to be present within these negotiations. Third- Party Mediators such as TBCN work as an independent agency to negotiate, implement and monitor CBAs by acting as a resource to government agencies, community groups, and the private sector to effectively regulate community benefit allocation (Graser, 2016, p. 27). Therefore, effective community engagement processes are essential to maintain a good relationship with stakeholders and to ensure the allocation of benefits based on the community's input through weekly or bi-weekly meetings with community boards. Hence, in Toronto, the Toronto Community Benefits Network (TCBN) should be present within all community benefits negotiations to ensure accountability and to address any community concerns.

- 2. Create a workforce hub in Toronto for training and job searching processes within CBA agreements providing employment benefits.**

As most CBAs include workforce and employment opportunities, there should be a hub allocated in Toronto for equity-seeking groups to get resources and access to professional opportunities. This includes providing services such as translation services, social workers, and to include additional resources for youth and women. Furthermore, through the creation of a “workforce hub,” community organizations, and government agencies could identify and recruit employees from target communities and areas through a one-stop-shop.

This includes creating a body of laborers that can come directly from the hub to minimize the costs and delays associated with training people on a project-by-project basis (Hanff, 2016, p. 58). Lastly, by creating a workforce hub would increase the number of projects that can utilize community benefit agreements. The creation of a diverse workforce hub can therefore assist to fulfill the “community benefits,” requirements of hiring minority groups within large-scale infrastructure projects (Graser, 2016, supra note 70).

## **Chapter 6: Appendix**

### **Interview Questions Set #1**

1. Tell me about yourself.
2. What is your experience or personal knowledge of community benefit agreements?
3. Have you worked on a project that involves negotiating CBA agreements? If so which one?
4. In what ways do you believe CBA agreements have the capacity to give community members a voice or bring positive changes to their communities?
5. What are the ways in which you believe CBAs could be restructured to create more fair and equitable relations of power within the Planning process?
6. Do you believe that CBAs can create community wealth? If so, in what ways can it do so?
7. Do you know of any recent examples of CBA agreements? In what ways were these projects successful?
8. Do you think CBAs can be used to create an effective model for providing affordable housing? If so, in what ways can they be used to achieve this?
9. Do you think there is a gap in the current planning process surrounding community engagement and effective participatory planning? How can CBAs be used as a tool to help to engage communities?

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*Participant 1: is a chief of staff for a local councillor in Toronto, has a background in housing policy, and high-level understanding of CBAs .*

*Participant2: is a municipal policy planner that has experience working with governmental planning policies and is aware of the rise of Community Benefit Agreements within Toronto.*

*Participant 3: is an urban planner that has prior experience working as a Project Coordination and Management Coordinator at TCBN.*

*Participant 4: is a founder and principal urban planner at CP Planning.*

*Participant 5: is a consultant and researcher that provides policy advice and is a consultant to governments, foundations, and private contractors on how to implement community benefits within Canada.*

*Participant 6: has worked for the Toronto Community Benefits Network (TCBN) for three years with residents facing displacement, community groups, municipal governments, and local businesses in negotiating community benefit initiatives.*

*Participant 7: is a municipal policy professional that has three years of experience in working with Community- Benefits related projects*

*Participant 8: is a municipal professional that has done research studies on how CBAs could work at a government level at the City*

*Participant 9: is an executive director of the Atkinson Foundation in Toronto.*

*Participant 10: is a municipal policy planner at the City of Toronto.*

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