Planning for community benefit: a literature review of community benefits agreements

by

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A REPORT

submitted in partial fulfillment of the requirements for the degree

MASTER OF REGIONAL AND COMMUNITY PLANNING

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College of Architecture, Planning, and Design

KANSAS STATE UNIVERSITY
Manhattan, Kansas

2026

Approved by:
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Abstract

In an effort to address the often inequitable effects of real estate development, community benefits agreements (CBAs) have been utilized in projects across the United States and abroad for over two decades now. These legally enforceable agreements have been hailed as beneficial for both developers and local residents, allowing communities to exercise more bargaining power while developers are able to streamline an otherwise lengthy approval process. Since their adoption, however, CBAs have been consistently criticized and examined for their use and efficacy as inclusive means of development, with case studies across the last two decades providing evidence for arguments made both for and against them. This narrative review focusing on CBAs as one of many development methods urban planners have at their disposal, with the guiding question of "How are CBAs useful as a planning tool, and how might planners consider their future use?". The review looks at the context and history of CBAs, summarizing the critiques found in the body of literature so far, examines the documents of selected case studies, and concludes with lessons urban planners can learn from the literature for the future. Though not a process that strictly involves the use of urban planners and community development professionals, it nonetheless intersects with many overlapping interests and concerns of the field.

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Introduction

This project began with an interest in Third Places and by extension the kinds of spaces and amenities that people desire in their built environment, specifically within affordable housing developments which may struggle to include desired amenities without the price of development becoming so large that the housing is no longer kept at a below-market rate. The question initially was "What can promote the development of Third Places?" – a broad question that yielded a varied and unfocused set of sources, especially when focused on affordable housing development as well. After seeking the advice of urban planning professionals, two helpful answers to that question were given: developer agreements and community benefits agreements.

Community Benefits Agreements (CBAs) stood out in particular because they are private agreements that do not involve city officials such as planners, differing from developer agreements between the city and private developers. Despite their seemingly wholly private nature, they could still be a vehicle for desired public amenities and equitable outcomes. So, the research focus shifted to CBAs. First, it is important to understand why CBAs were ever formed in the first place.

Large-scale real estate development projects can often bring tensions to a community with the promise of local investment, jobs, housing, and even new infrastructure. Though these are positive outcomes from a growth perspective, especially to underserved or disadvantaged communities seeking outside assistance or investment, they can also be seen as harmful as they can cause displacement, foster distrust, encourage inequitable benefits, and exclude some community members from decision-making by privileging others (Cain, 2014). New developments have experienced this conflict and have caused friction within communities across the globe for decades due to the well-documented inequitable results of private investment and larger short term planning policies that cause decades of remediation.

In an effort to correct the negative effects brought on by large-scale and similarly disruptive development, CBAs have been developed as a tool to both ease the tensions in the development process and give communities a greater part in the decision-making around land use processes. They are set apart from other planning tools and processes such as impact fees, zoning review, and exactions due to their community-led negotiations that are not solely determined by city officials or planning professionals, even with similarly aligned goals and outcomes (Been, 2010). These agreements can enable communities to see the kind of amenities, businesses, infrastructure, and support they desire to be included with development projects, all while having more direct influence on a particular project and potentially more success with the local community who can embrace the new development tailored to their wants and needs (Farley, 2024). However, they also raises several questions of who will represent the community in the agreements, how the benefits they receive are negotiated, and if these private agreements can undermine the public processes of development.

To be clear moving forward through this review; CBAs are the legally enforceable contracts made between a developer and the representatives of a community, with the purpose of the developers providing substantial benefits that are desired by the community that are otherwise not guaranteed in exchange for a more streamlined approval process or other benefit for the developer (Baxamusa, 2008; Bechtel, 2007; Been, 2010; Gross, 2007; Gross et al., 2002; Ho, 2007; Wolf-Powers, 2010). Though some usage of the term has varied over the years (Wolf-Powers, 2010), with similar arrangements abroad in different countries (Armeni, 2016; Berglund

& Miles, 2022; Biggar, 2021; Fox-Rogers & Murphy, 2015), this is the foundational definition used for this review (Gross, 2007; Gross et al., 2002; Salkin, 2007). CBAs are meant to be an exercise of collective bargaining, with significant potential for communities to experience more equitable development, to secure things like public amenities, local living wage jobs, and affordable housing in a manner distinct from alternative approaches such as impact fees and development agreements (Marantz, 2015).

Practitioners within regional and community planning are typically not directly involved in the formation of CBAs, but the tool nonetheless exists at the intersection of development review, community participation, equity, and plan implementation, all the purview of regional and community planners. Over the past couple of decades, CBAs have been used for everything from mixed-use retail/ housing developments, to new stadiums, to wind and solar farms to aid in renewable energy transitions (Aitken, 2010; Ganning, 2025; Trandafir et al., 2023). These varied uses suggest that CBAs can be an adaptable tool for several areas of planning practice, such as community organizing, development negotiation, a means of pursuing equity, and even an alternative method of achieving long-term community goals. CBAs in the United States are more commonly used since their inception in large development projects that are seen to be significantly impactful to a community, and typically have some association or expectation to result in potentially inequitable consequences for the communities they are sited in (Baxamusa, 2008; Been, 2010; Gross, 2007; Gross et al., 2002; Ho, 2007). Communities gain assurances that their needs and desires will be respected and met, while developers can be assured of a lack of resistance from the community if not outright assistance from the coalition in pushing a project through an otherwise lengthy administrative approval process (Baxamusa, 2008; Ganning, 2025; Gross, 2007; Gross et al., 2002; Ho, 2007; Markey, 2009).

Established approval processes such as impact fees and exactions can often deliver similar benefits or necessary infrastructure from new developments, functionally the same as a CBA, handled by professionals and applicable to projects of any scale (Salkin & Lavine, 2008). The appeal from the perspective of planners, then, is in the flexibility of CBAs and what they can deliver. CBAs can be used to address specific needs in the community that the local municipality may not have the authority nor political will to take on, or may have to engage in a lengthy process to justify and implement such as the infrastructure or amenities that must be proven through rational nexus (Patterson et al., 2017; Salkin & Lavine, 2008). By addressing specific needs, CBAs can be more creatively applied rather than solely relying on public subsidies, zoning variances, or exactions left up entirely to city officials and professionals; though they will still likely become a part of most CBAs as these are what the developer is looking to accelerate the process of (Ho, 2007).

CBAs can provide meaningful representation for the community, but they raise important concerns of authenticity. Many CBAs have rightfully been criticized for their questionable legitimacy and for who is recognized as having the authority to represent an entire community (Ganning, 2025; Williamson, 2021). The coalition representing the community can be from pre-existing local organizations, new local organizations, local business owners, labor unions, or even environmental groups (Baxamusa, 2008; Beach, 2007; Gross, 2007; Marantz, 2015). These representatives of course vary between projects, and can be every bit as unique as the community themselves. Due to this specific representation, CBAs are also seen to be a tool for economic justice, as they can potentially equalize the economic exploitation and displacement experienced by low-income and disenfranchised communities without the financial or political capital to resist (Baxamusa, 2008; Laing, 2009; Parks & Warren, 2009). Though the potential is great, critics are quick to point out the underlying tension between what a CBA can accomplish and what it actually enables and perpetuates. CBAs can be a powerful tool, enhancing public participation in the development process, but this is dependent on the public participation being genuine (Fox-Rogers & Murphy, 2015; Kim et al., 2024; Markey, 2009; Musil, 2014).

For their promise as tools of equitable development, CBAs and similar policies are criticized for perpetuating development that favors developers only now through means that let them bypass usual planning and administrative process now with leverage over them in the name of providing communities with what they wish for (Fox-Rogers & Murphy, 2015; Ganning, 2025; Kim et al., 2024; Musil, 2014). A notable case study of the Atlantic Yards Development in New York is criticized now over twenty years after its inception for not only failing to completely deliver on initial promises, but also for having the community groups involved in the negotiations be accused of being faked and failing to follow through on enforcing a clause that would monitor the implementations of the benefits in the agreement (Fazio & Wallace, 2010; Markey, 2009; Williamson, 2021). Such an occurrence is what detractors of CBAs warn against as the private sector is relied upon to be the supplier of public goods and services (Fox-Rogers & Murphy, 2015). These critiques and concerns have driven scholars to ask how planners are involved in the CBA process, if they should be involved, and where along the line of development they should be knowledgeable.

CBAs may promote equitable development, but they may also privatize or distort public planning processes if representation, transparency, and enforcement are weak. Despite now over two decades of existence, CBAs have not reached the more widespread use and utility that their proponents have hoped for, and long standing questions have lingered for urban planners; who really benefits from these agreements, how enforceable are they if they fail, and what is the role of planning professionals in their processes? These questions drove the exploration of this literature review project, and simplified into another; How are CBAs useful as a planning tool, and how might planners consider their future use? Through this review, planners can become better acquainted with CBAs and be better informed with their relevancy and utility as a tool for equitable development outcomes, whether they are initiated by private developers, community organizers, or at the recommendation of local governments.

Background: the origins of CBAs

The latter decades of the twentieth century saw a repeated history of failed urban redevelopment policies, and the awareness of the negative outcomes associated with urban renewal led many communities to resist new development out of an abundance of caution for anything resembling a top-down approach. In response to these disappointing outcomes, communities sought to ensure that their opinions and voices would be respected in the development process, aligning with what the planning profession embraced at the time as an opportunity to enhance public participation and developer accountability after the failure of top-down approaches. The history of CBAs is a part of that opportunity, where the planning practice looks to alternative means of realizing the goals communities have for themselves.

The use of CBAs as we know them is widely understood to have begun in Los Angeles with the LA Live project downtown, a significantly sized master-planned district development project which initially included the Staples Arena Convention Center redevelopment, residential towers, and a publicly subsidized hotel (Baxamusa, 2008; De Barbieri, 2017; Ganning, 2025; Ho, 2007; Marantz, 2015). The announcement of this project on May 3, 2000 prompted community organizers to gather local groups and labor unions in an effort to ensure that the new development would be in service of the communities around it instead of at their expense (Marantz, 2015). From the resulting coalition of many existing community groups, several different labor unions, and many individual residents of nearby communities, and after negotiations involving legal counsel of both the coalition and the developers, a contract was signed in 2001 with the developers in exchange for a benefits package (Baxamusa, 2008; Marantz, 2015). The benefits included for the community were over a million dollars in dedicated funding for living wage jobs which would prioritize local hiring, specifically those nearby or displaced by the development, job training programs to be set up with local groups, and the construction of explicitly affordable housing units in addition to significant funding for parks (Baxamusa, 2008; Marantz, 2015). These benefits would become common among other CBAs inspired by the Staples Center model, and they align with many of the concerns planners regularly have about providing affordable housing, park spaces, ensuring local hiring, and job training, all with a balancing of public and private investment. It is no small victory for the community to acquire such benefits promoting neighborhood stability and equity outside of the typical processes, and this case served as an early example to planners, developers, and organizers of what the CBA model could achieve.

This high-profile case was hailed as being an unprecedented step forward for public participation in the development process, and potential template for similar community organizing efforts for the future. Other efforts did replicate this process within a few years in Denver, New York, and Milwaukee, with varied results with project completion and benefits implementation, with many projects being dropped during the 2008 financial crisis (Camacho, 2012; Ganning, 2025; Ho, 2007; Williamson, 2021). Ganning (2025) observes that in the many years since these early cases, the literature on CBAs suggests a “larger basis of practice than has existed” (2025; 4) with a few dozen different agreements implemented by 2016, 22 by 2011 before that, 27 in June 2009 before that still, with two different reports in 2018 with conflicting numbers; one identifying 21 agreements in effect, and the other suggesting that at least 30 had been implemented (Ganning, 2025; Wolf-Powers, 2010). This disparity in the number of agreements in effect could be due to a difference in the definitions used, but more likely suggests a pattern of CBAs being sought out, negotiated, and signed, but dropped by the developer when faced with unforeseen financial risk in following through on development and implementation, such as the 2008 global financial crisis which impacted real estate development especially hard. CBAs were quite influential as a model, adopted across several major metropolitan areas, but their large variance and mixed successes shows they are an inconsistent planning tool, one with little to no standardization.

Review Approach

This project uses a narrative literature review approach to examine Community Benefits Agreements as a planning-related tool. Because CBAs are discussed across planning, law, real estate development, community development, labor, and energy literature, a narrative review is appropriate for identifying themes rather than measuring outcomes across a fixed dataset. The review focuses on how CBAs have been defined, how they have been used in practice, what strengths and limitations scholars have identified, and what lessons they offer for planners concerned with equitable development, public participation, implementation, and accountability.

To explore the practice of CBAs, and their relevance to urban planning, real estate development, and land use decision-making, the review drew from JSTOR and Google Scholar. This search was initiated in October 2025 and concluded in March 2026, with minor refinements made throughout to improve coverage on the literature.

A narrative review approach was selected because the existing literature on CBAs is relatively limited, interdisciplinary, and often case based. This approach is well suited to the exploratory nature of the project because it allows the review to synthesize themes across community organizing, alternative energy development, real estate development, employment security, legal enforceability, and planning practice.

Source Selection

Sources were identified using Boolean search combinations that focused on CBAs, planning, development, housing, contracts, and community development. The following search combinations were applied:

- Urban planning AND community benefits agreements
- Community benefits agreements AND housing

- Community benefits agreements AND benefits
- Community benefits agreements AND contracts
- Community benefits agreements AND community development

The following similar, related, or interchangeable terms were also applied:

- Urban planning OR city planning OR community planning OR community development
- Community benefits agreements OR planning gain agreements

Additional attention was given to sources that addressed equitable development, public participation, land use approval, implementation, enforceability, and the role of planners or public agencies in relation to CBAs.

The search was also supported by the open-source tool Publish or Perish, which was used to expand the Google Scholar search and identify relevant studies through iterative keyword refinement.

Sources were included when they addressed CBAs in relation to real estate development, land use processes, community participation, negotiated public benefits, political or social effects, implementation, equity outcomes, or planning practice. Sources were excluded when they focused exclusively on real estate or energy infrastructure development without a social or community benefit, or land use analysis, or when they mentioned CBAs only passively without engaging them as a tool, concept, or framework.

Grey literature was incorporated when directly relevant to CBA practice or specific high-profile cases. These sources included practitioner publications, agreement documents, and urban-planning related publications that provided context on how CBAs have been applied in practice.

Peer-reviewed literature was prioritized for broader analytical claims, while grey literature was used primarily to provide case details, agreement language, and practitioner context.

No temporal restrictions were applied in order to include as much foundational literature as possible alongside recent studies.

Data Management and Organization

Sources identified through the search were organized and catalogued in Zotero. Each source was recorded by title, author(s), publication year, publication or repository, geographic focus, and relevance to major CBA themes. Sources were also organized by key concepts, including CBA definitions, agreement structure, types of benefits, coalition formation, enforceability, implementation, critiques, and implications for planning practice.

Articles and studies that were cited or referenced across multiple texts were reviewed and added when relevant to the overall synthesis.

The available literature on CBAs is relatively limited, fragmented, and narrow in scope. Much or the literature focuses on foundational cases from early development of CBAs, while other sources discuss what CBAs could accomplish rather than evaluating what they have delivered in practice. The limited availability of consistent implementation data also constrains the ability to compare outcomes across cases.

Key Themes in the CBA Literature

The literature on CBAs identifies several recurring themes that are especially relevant to planning practice. First, CBAs vary widely by project type, scale, benefit structure, and degree of public or private involvement. Second, their effectiveness depends heavily on enforceability and accountability mechanisms. Third, the legitimacy of a CBA depends on who represents the community and how implementation is monitored over time. Together, these themes show that CBAs should be evaluated not only by the benefits they promise, but by the planning processes, legal structures, and community relationships that shape whether those benefits are delivered.

Types and Uses of CBAs

Because CBAs are highly context-specific, the literature does not identify one single model or typology that applies across all agreements. Instead, scholars have categorized CBAs in several ways, including project scale, development type, benefit structure, and the degree of public or private involvement. Different typologies have been suggested based upon the scale of the projects involved, the focus of their development or redevelopment, or the involvement of the local government, independent parties, and the developer in negotiations (Wolf-Powers, 2010). Other typologies have been suggested for merely categorizing the benefits themselves, their nature, impact, and spatial area (Musil, 2014). Dr. Thomas Musil describes them as the following stages, further addressing the often timeline-sensitive nature of listed commitments from the developer; "Type I Community benefits requirements addressing area conditions, Type II Community benefits requirements addressing the development process, and Type III Community benefits requirements addressing long-term project management issues.", and a 'Type IV' that addresses broader comprehensive social or environmental goals (Musil, 2012, 2014, p. 7). For planners, this distinction is useful because it shows that some CBAs are designed to address immediate site impacts, while others attempt to influence the development process, long-term management, or broader social and environmental goals. Outlining the benefits can help to explain how various implementation goals can be inconsistent between different developers and CBAs even within the same cities, such as Los Angeles and New York City. Dr. Musil also compared project types based upon mixed-use and non-mixed use projects, revealing differences in negotiated benefits and areas of focus even across CBAs with similar structures, requirements, and negotiation timelines (Musil, 2014).

CBAs discussed in literature are often of the mixed use variety, and early CBAs in the 2000s followed the city center development boom that occurred across the U.S., meaning many of the foundational CBAs are concerned with housing, retail, hospitality, and entertainment sectors. Also of note is the prevalence of CBAs in energy and mineral infrastructure projects (Ganning, 2025). The U.S. Department of Energy formalized the use of CBAs for projects related to the Bipartisan Infrastructure Law bill, adopting a similar application as countries such as the U.K, Denmark, and Germany who have employed CBAs throughout the 2010s (Trandafir et al., 2023). Benefits for energy CBAs include community shared ownership, reduced energy bills for local residents near the development, and education funds very similar to the more familiar larger scale CBAs found in urban cores (Trandafir et al., 2023). Despite skepticism and initial pushback in some cases, renewable energy projects have found success in the U.S. by applying the same community participatory strategies as those found in a CBA, and have been viewed more positively by their communities when approved after the negotiation of a CBA (Klain et al., 2017). This expansion beyond urban development suggests that CBAs are increasingly relevant to planners working across multiple development contexts, including infrastructure, energy, housing, and economic development.

Even beyond singular projects, some CBAs are applicable to an entire district or city, and represent a long term commitment from unspecified developers to the community at large, such as with St. Louis's standing CBA for more equitable local hiring practices and San Francisco's tax breaks to businesses committing to CBAs within delineated areas (Biggar, 2021; Buitelaar, 2019; Cain, 2014; Musil, 2014). These CBAs emphasize the desire for widespread systemic changes to city growth systems beyond singular sites or neighborhoods, and can be seen to be reflective of how inclusive a particular area aims to be (Cain, 2014; Janssen-Jansen & van der Veen, 2017). For planning practice, district-or city-level CBAs raise a different set of questions than project-specific agreements because they attempt to shape development expectations across a broader geography rather than negotiate benefits for a single site (Janssen-Jansen & van der Veen, 2017).

Regardless of project focus, foundational literature describes CBAs as broadly being either public or private facing, defined at the time by their exposure and enforcement (Gross, 2007). Under this categorizing, the author notes that public CBAs actually fall short in enforceability due to requiring consistent or increased political pressure in order to be realized, whereas private CBAs are more likely to be subject to tighter legal penalties and obligations (Gross, 2007). Though likely to face criticism for being negotiated under a skeptical set of circumstances, private CBAs are the stronger option – at least in their legal language for some of the listed benefits. This distinction matters for planners because the public or private nature of a CBA affects transparency, accountability, and the relationship between negotiated benefits and formal land use review.

Enforceability and Accountability

Enforceability is one of the most consequential aspects of CBAs because it determines whether the promised benefits can realistically be delivered and whether future agreements are likely to be trusted. Whether the agreement is public, private, mixed use, non-mixed use, in the center of a prominent metropolitan area, or even an offshore wind farm, the entire purpose of the CBA is for developers to realize community feedback through the project. This is the promise, and failure, of many CBAs formed and lauded under the most ideal of circumstances. Early on to their adoption as a development and planning tool, many CBAs contained little to no genuinely enforceable language to some of the benefits communities wanted to see, including increased wages and benefits of local workers and contractors (Meyerson, 2007). Many early CBAs originating in California were enforceable through injunctive relief, meaning that the developers could not circumvent providing the agreed benefits by merely paying for assessed damages and outpacing community organizations through a prolonged litigation process (Gross, 2007). CBAs formed elsewhere at the time did not have the same legal mechanisms behind them, and so their enforcement was open to the resources and legal capacity of the developers, and the community coalition's appetite for litigation (Wolf-Powers, 2010).

Part of the looming question of enforceability is who the CBA is enforceable against, such as the subcontractors and tenants of the developer, and who has the standing to enforce the CBA (Fazio & Wallace, 2010). This has commonly been left up to a specified third party outlined in the negotiations, though this can be further complicated due to a lack of resources to ensure compliance (Fazio & Wallace, 2010; Gross, 2007). Part of this compliance is the inclusion of deadlines for accomplishing certain benefits, such as with the affordable housing requirement in the Atlantic Yards CBA (Fazio & Wallace, 2010; Markey, 2009). Implementation design from the start can also prevent any misconceptions about the role these private investments are taking long-term, to prevent the developers from feeling used as a substitute for wider public investment and to prevent the public from seeking that substitution (Ho, 2007; Stead, 2021). CBAs occur on a case-by-case basis, typically, and are therefore no reliable substitute for wider policies that shape development (Ho, 2007; Patterson et al., 2017; Stead, 2021). For planners, these issues point to the importance of clear agreement language, defined responsible parties, measurable obligations, timelines, and monitoring structures.

Recent literature highlights how limited assistance from the city can be expected when it comes to negotiations or requirements for community benefits (Ganning, 2025). As is, municipalities are already careful not to have either contractual or conditional zoning, and are not eager to act in a way that suggests they would favor either option in the land use process (Ganning, 2025). Some benefits cannot be accomplished through any government-led negotiations, and community groups are hesitant to involve local governments because of the appearances of bribery or corruption (Ganning, 2025). Ganning offers possible solutions to this in the form of transferring decision-making power to community coalition leaders by appointing them to technical review committees or boards relevant to the project review process, as well as cities continuing a proven solution; that is embracing developer agreements and impact fees as methods of providing community-desired benefits (Ganning, 2025). Simply making CBAs a mandatory step in the approval process has also been suggested to help streamline the process and ensure a greater standard of enforceability with developers for certain projects (Ganning, 2025; Trandafir et al., 2023). Even so, requiring CBAs in some municipalities has been a long-standing critique because it could further complicate the land use approval process instead of shortening it (Fazio & Wallace, 2010). The legality and enforceability of many CBAs remain unsettled, even in light of recent literature compiling a broad collection of case studies. There is much precedent for the formation of CBAs, yet a lack of consequential or settled legal cases for the enforcement of one should a developer fail to deliver on their end of the agreement (Fazio & Wallace, 2010; Ganning, 2025; Wolf-Powers, 2010). This uncertainty reinforces the need for planners to treat CBAs as tools that require careful legal, procedural, and implementation design rather than as automatic guarantees of community benefit.

Coalition Representation and Implementation

Outside of the enforceability question, perhaps the most pressing issue of a CBA in its formation and functioning is that of the coalition – specifically how coalitions are formed and who they represent. The authenticity and the scope of the representation of the community's coalition are central reasons CBAs are sought out by community residents, pushing against the seemingly titanic growth machine that looks to expand often at the expense of vulnerable or marginalized residents (Baxamusa, 2008; Camacho, 2012; Ganning, 2025; Ho, 2007). Many early CBAs found success in having a coalition composed of business owners, a select few resident leaders, and labor union representatives of the area across construction, hospitality, and service sectors (Baxamusa, 2008; Beach, 2007; Been, 2010; Marantz, 2015). Existing literature often cautions that this was certainly effective, though it may call into question the size of the role of community representatives of residents in the negotiations, with labor unions perhaps wielding a disproportionate amount of capital in the process overall (Biggar, 2021). For planners, the core issue is not only whether a coalition exists, but whether it is broad, transparent, and accountable to the residents and groups most affected by the development.

CBAs themselves are an adaptable and flexible tool in the use of planning and development, though this is both a strength and a weakness, becoming vague or unfocused in the process of trying to encapsulate a wide and long-reaching vision of a community (Farley, 2024; Ho, 2007). Many agreements look to include benefits that emphasize environmental or social justice, improve quality of life for those most impacted in the immediate area of development, or can simply secure long-term employment and amenities for the community outside of, or in parallel to, existing plans and budgets (Ganning, 2025; Wolf-Powers, 2010). Not every agreement will contain the full breadth of these goals, though enough attempt to do so that it appears more aspirational than practical (Farley, 2024; Ganning, 2025). To further strengthen desired benefits, it has been repeatedly recommended in literature to tie a CBA to an existing or still-forming developer agreement, thereby binding a developer to contracts with both the city and the community as separate parties who can enforce the terms (Been, 2010; Fazio & Wallace, 2010; Ganning, 2025; Gross, 2007; Wolf-Powers, 2010). The planning lesson is that implementation capacity should be considered during negotiation, not after an agreement is signed.

When it comes to the implementation of a CBA, assuming negotiations have gone well and there is a productive rapport between the parties involved, the next step is setting up the implementation of the desired benefits. This can involve creating a charity fund for continuous support, appointing a third party to oversee specific measures, an agency for hiring local workers, contractors, or alternative vendors, or soliciting assistance from allied nonprofit organizations (Galley, 2015). This part of the negotiation process is where the expertise of labor unions, typically quite experienced in negotiations and campaigning, is particularly helpful to ensure that the benefits the coalition desires are properly set up for success instead of merely promised with vague language and unenforceable measures (Been, 2010; Galley, 2015; Gross, 2007; Seigel, 2014; Wolf-Powers, 2010).

Key to the long-term functionality of the CBA is transparency and accountability of the overall process, ensuring that the public can continue to exert political pressure and enthusiasm for the agreement and the promised benefits (Gross, 2007; Janssen-Jansen & van der Veen, 2017; Wolf-Powers, 2010). This is of course of great importance in the case of public CBAs which inherently require continued engagement, but this is also an important step for the overall advocacy for and study of CBAs by clearly documenting or displaying the agreements instead of simply being the product of 'backroom deals' as has been the common criticism with some early agreements following the initial successes (Been, 2010; De Barbieri, 2017; Janssen-Jansen & van der Veen, 2017; Markey, 2009; Wolf-Powers, 2010). For planners, transparency is not a procedural value; it is a condition for public trust, long-term accountability, and meaningful evaluation of whether promised benefits were delivered.

Case-Based Critiques of CBAs

While CBAs are often presented as tools for equitable development, the case literature also identifies recurring critiques. Early agreements, especially those associated with Los Angeles, helped establish CBAs as a tool for negotiating community benefits around major development projects. However, later cases, particularly in New York City, raised concerns about representation, transparency, enforceability, and the use of CBAs to generate support for controversial projects. These critiques are important for planning practice because they show that a CBA's value depends not only on the benefits listed in the agreement, but also on the legitimacy of the process used to negotiate, monitor, and enforce those benefits.

Early CBA Formation and the Los Angeles Model

The early Los Angeles cases are important because they established many of the practices that later CBAs would either follow or be criticized for failing to follow. Credited as the earliest known successful example of a CBA, the LA Live project in Los Angeles began with the organizing of various labor unions across local construction, maintenance, hospitality, and existing community organizations to begin collective bargaining for support behind the project (Beach, 2007; Bechtel, 2007; Gross, 2007; Meyerson, 2007). This process became replicated throughout LA in less than a decade and became a significant means through which major construction projects were built, with the gathering of the building trade unions and local liaisons called upon each time to ensure similar and consistent workers' rights benefits (Beach, 2007; Bechtel, 2007; Meyerson, 2007). Since their beginnings as a practice, CBAs have been enabled by a wide range of community members and coalitions who sought to shape the development that shapes them, and have been viewed by some developers in some instances as simply the cost of doing business; even with some community demands increasing construction and design costs, it is deemed worth it if a project can be more quickly approved and advanced through the administrative stages of development (Beach, 2007; Camacho, 2012; Fazio & Wallace, 2010; Meyerson, 2007). For planners, this creates a central tension: CBAs can support community benefits, but they may also help move controversial projects through approval processes when the agreement is not broadly representative or enforceable.

Though originating in LA, these practices for CBAs were adopted in cities of similarly strong union presence, such as San Diego and New York City (Gross, 2007). The CBAs formed in these times are what developed the practices that would be thought of as standard, establishing a reputation for an inclusive and democratic process that ensures the community most impacted by new developments are able to have their concerns not only heard, but addressed (Baxamusa, 2008; Beach, 2007; Gross, 2007). CBAs are an attempt to enable shared prosperity and combat the negative effects of large-scale development by getting ahead of it. To accomplish this, foundational scholars recommend engaging the broader community before negotiations have officially begun, to better represent the community interests outside of the potentially narrow scopes of the labor unions or small business interests in the coalition negotiating with the developers (Baxamusa, 2008; Gross, 2007; Wolf-Powers, 2010). This does, however, still place much of the emphasis and negotiating power well within the hands of the labor unions and other formal organizations within the coalition, and perhaps a disproportionate amount of favor for labor unions in the coalitions (Ganning, 2025; Markey, 2009; Seigel, 2014; Wolf-Powers, 2010). Such an emphasis calls into question just how involved the local community actually is in the talks, with some CBAs being founded with significant involvement and assistance from local government officials (Baxamusa, 2008; Musil, 2014; Wolf-Powers, 2010). This distinction matters for planners because public participation should not be assumed simply because a CBA had been signed by a coalition.

In the preparation of the LA Live Project, the labor unions reached an accord with the developers first, yet refused to sign it until the community groups involved in the negotiations reached an accord as well (Meyerson, 2007; Saito, 2012). This solidarity and diversity set the precedent for other CBAs and projects to involve even larger coalitions for projects such as the expansion of the Los Angeles International Airport (Meyerson, 2007; Saito, 2012). The strong and consistent participation of community members is key to establishing the legitimacy of a CBA, or else a savvy city official or developer may point out any missing representation as reason to undercut the coalition (Beach, 2007). These projects and developments are not inherently opposed to city or municipality plans, however, and may even be folded into existing development agreements in the states that authorize them to further enhance the planning process with a potentially thorough accounting of public engagement and input (Salkin & Lavine, 2007). The enforceability of these early agreements is held up by the community coalition's ability, as signed in the agreements, to seek injunctive relief should the developer fail to follow through on their promised benefits (Gross, 2007). This ensures that a court order can compel the developers to either commit to an action or cease their current one, with established precedent preventing money from being an adequate replacement; meaning the developers can't buy their way out of the signed benefits. The planning significance of this enforcement mechanism is that it gives community groups a stronger tool for ensuring that negotiated benefits remain tied to project implementation.

The early example of the LA Live project led to the formation of a CBA for the LAX expansion plan, a few mixed-use developments in the LA metropolitan area, and piqued the interest of community groups across the nation in cities such as Atlanta, Chicago, Denver, Milwaukee, Minneapolis/St. Paul, Miami, Seattle, and New York City (Been, 2010). These early CBAs focused on real-estate development, though in time others would come to be formed centering labor practices, financing, and energy infrastructure (Been, 2010; Ganning, 2025; Musil, 2014). With increased frequency, of course, comes noticeable difference in outcomes, along with criticisms when the process fails to live up to prior successful examples. This shift sets up the critique developed in the next subsection: CBAs became more visible as a planning and development tool, but their legitimacy depended on whether later agreements preserved the transparency, representation, and enforceability associated with the strongest early examples.

Critiques from New York City Cases

New York city cases became central to critiques CBAs because they raised questions about whether agreements labeled as "community benefits" actually reflected community participation, enforceable commitments, or transparent planning processes. The longevity and success of these following projects varies greatly in comparison to the early examples in LA, and is affected in no small part by the global economic recession within the decade since LA Live proved the concept of a CBA could be conducted (Ganning, 2025; Kim et al., 2024; Marantz, 2015). The literature shows us that New York City CBAs showcased the early examples of the criticisms that would become common with future examinations of CBAs, their frameworks, and the language of their agreements (Baxamusa, 2008; Been, 2010; Ganning, 2025; Gross, 2007; Wolf-Powers, 2010). Notable CBAs such as the Bronx Terminal Market agreement, the Yankee Stadium agreement, and the Columbia University agreement became controversial for similar reasons of doubtful enforceability, integrity, and transparency in their intentions (Gross, 2007). It is precisely the transparency, trust, and inclusion of local community organizations that enables

CBAs to be an option that community members can participate in willingly, and that allows developers seeking them can be assumed to be acting in good faith. The threat to the integrity of agreements can weaken the arguments in their favor, and gives communities and local governments plenty of reason to distrust the developers and their promises (Gross, 2007; Wolf-Powers, 2010). For planning practice, these cases show that the label "community benefits agreement" is not enough; the agreement must also demonstrate legitimate representation, specific commitments, and enforceable accountability.

In the 2006 case of the Bronx Terminal agreement, the project consisted of a large subsidized development that had a "community benefits agreement" attached to it, but signed by the developer, a local community college, a local chapter of the chamber of commerce, and a nonprofit housing developer all without independent legal counsel (Gross, 2007, p. 41). The agreements listed are voluntary goals without concrete, enforceable, and measurable goals the developer could be held accountable to, such as the developers promising to merely "work with" the coalition to develop future programs to promote local hiring and livable wages (Gross, 2007, p. 41). Compounding with the imprecise language of the benefits is the criticism of an elected official handpicking the coalition in the agreement, undermining the core principle of authentic community participation and inclusivity in the formation of a CBA (Baxamusa, 2008; Gross, 2007). The document also does not allow for the coalition to hold contractors and tenants of the project accountable for the implementation of the benefits listed in the agreement, especially undercutting the supposed benefits of local hiring and living wages in the construction of the project (Gross, 2007; Wolf-Powers, 2010). Rather than assuring the public that their needs and desires were being met, this CBA caused doubt and suspicion of the community's wants and needs being merely placated for project approval (Gross, 2007). For planners, this case illustrates why community benefit language must be specific, measurable, and tied to clear accountability mechanisms.

Also in 2006, the case of the Yankee Stadium agreement similarly inspired doubt and confusion due to the questionable authenticity and inclusiveness in the formation of the CBA (Gross, 2007; Wolf-Powers, 2010). The source of the doubt was that no community organizations were represented in the negotiations, with only the Yankees and elected city officials being stated in the document as involved parties, further making it unclear exactly what the Yankees gained through their stated commitments, how enforceable they are, and exactly in what capacity the officials signed the agreement (Gross, 2007). These conditions make it possible to interpret the agreement less as a community accountability tool and more as a public relations instrument, especially given concerns that implementation of the stated benefits was slow, contested, or incomplete (Gross, 2007; Wolf-Powers, 2010). The individual stated to be in charge of implementing the hiring and contracting was a former staffer of the Bronx borough president, one of the elected officials who negotiated and signed the document, with the trustees of the charity fund charged with distributing funds were reportedly allies of the elected officials as well; all of which furthers concerns of conflicts of interest on top of a clear lack of public involvement in the agreement (Wolf-Powers, 2010). For planners, the Yankee Stadium case highlights the importance of clarifying who participates, who benefits, who monitors implementation, and who has authority to enforce the agreement.

Continuing on this theme, New York City officials strongly supported the controversial expansion of Columbia University in 2007, with a “Memorandum of Understanding” or MOU being publicized before project approval (Gross, 2007, p. 43). This was described as a “completed community benefits agreement” at the time of its publicization after the city asked

Columbia University to negotiate a CBA with a local non-profit organization (Gross, 2007, p. 43). The non-profit is obligated by their by-laws to have nine of their up to twenty-eight board members be designated by local officials, and so the non-profit is under significant influence from the elected officials involved in the approval process and not strictly representative of the community's interests (Gross, 2007). Coincidentally, several board members of the non-profit resigned during the negotiation process of the MOU, citing concerns of "disconnectedness with the community and lack of transparency" (Gross, 2007, p. 43). The MOU is not an enforceable document, and mostly describes future negotiations in a later CBA, though with the project approved there is little incentive for Columbia to negotiate in good faith with the community beyond mere principle (Gross, 2007). Similar to the previous case with the Yankee Stadium, the concerns of the city can be presumed to have been already accounted for prior to project approval with the land use process, and therefore any future benefits to the community are not guaranteed while the project moves forward regardless of future input. This case shows how the appearance of a CBA can be politically useful even when the agreement itself does not provide strong community control or enforceable commitments.

From these examples in New York City, the literature describes CBA processes that are instilling doubt and concern as to their authenticity and commitment to the inclusiveness and accountability that make CBAs an appealing tool for communities to use in securing the quality of life that other land use processes have not delivered on. The practice of a CBA created behind closed doors suggests a prioritization of political and financial interests, using the CBA as a cover to pursue an expedited approval process (Wolf-Powers, 2010). The previously described examples are still context-specific cases that should not be taken as a norm, but they function as early exemplars of how CBAs can be used to a developer's benefit with no real enforceable effect for the community, and have thus been a subject of much of the literature since (Camacho, 2012; Ganning, 2025; Musil, 2014; Wolf-Powers, 2010). For planning practice, the central concern is that CBAs may weaken rather than strengthen public trust if they are negotiated without transparent participation, independent representation, and enforceable commitments.

Broader Critiques of CBAs

Beyond individual CBA cases, the literature raises a broader critique: negotiated benefits can shift responsibility for public goods from public planning systems to private development negotiations. Outside of the United States, other planning practitioners, community advocates, and developers alike have sought to implement various forms of benefits agreements, to provide roads, parks, goods, and amenities in exchange for project approval or sponsorship (Ganning, 2025). As more of the globe has shifted towards neoliberal policies, the private sector is increasingly relied upon to provide those benefits and amenities which have in the past been left to the domain of governments, and so developers are looked to provide for the public at their expense (Fox-Rogers & Murphy, 2015). Beyond the realm of impact fees and similar mechanisms that guarantee a certain level of infrastructural development, CBAs and their similar policies such as planning gain agreements are used to provide those aspects of urban planning and development that may be desired though lacking in publicly subsidized means (Fox-Rogers & Murphy, 2015). In the UK and Ireland, these agreements have been criticized as leading towards a 'marketization of planning' and that some promised aspects attached to a project can be seen as a bribe for the public, rather than as a service the developer is providing for them, where developers are infiltrating an established political process of planning (Fox-Rogers & Murphy, 2015; Ganning, 2025). Such criticisms are unsurprising in light of early examples such as the Bronx Terminal and Yankee Stadium projects in New York City, where they illustrate the potential for a public negotiation process to be circumvented or mimicked with a successful spin in the media. In planning terms, this critique asks whether negotiated benefits supplement public planning goals or allow public responsibilities to become dependent on private development deals.

The criticisms of planning gain agreements and the literature surrounding them point towards the inherent danger of policies like CBAs creating uneven bargaining power, where the developer has comparatively more to gain through an expedited process than they do through an expense towards extra facilities and hiring practices (Biggar, 2021; Fox-Rogers & Murphy, 2015; Ganning, 2025). In Ireland, this imbalance is made all the clearer through a lack of legislation detailing how local planning authorities and communities can utilize planning gain agreements to secure basic infrastructure, and so developers offering it as part of a larger project package are at a significant advantage when it comes to negotiating the agreements (Fox-Rogers & Murphy, 2015). A system that relies too heavily on the private sector to secure a higher standard of living through infrastructure and amenities is then at the mercy of the capital of the private sector, creating further opportunities for worsening divides in urban development and opportunities for corrupt actors to use the system for personal profit (Nugent, 2017). Planning gain agreements, and by extension CBAs, may therefore create opportunities for political influence when negotiated benefits are not transparent, consistently regulated, or clearly tied to adopted planning goals (Camacho, 2012; Fox-Rogers & Murphy, 2015; Ganning, 2025; Nugent, 2017). Taken together, these critiques suggest that CBAs are most useful to planners when they are transparent, representative, enforceable, and aligned with adopted public planning goals rather than used as substitutes for public planning processes.

Evolution of CBA Practice Across Cases

This section uses selected CBA cases to examine how CBA practice appears to have evolved over time. Rather than treating CBAs as a single fixed model, the cases suggest shifts in project scale, benefit structure, implementation strategy, and enforceability. Early CBAs were closely tied to large urban redevelopment projects and labor-community coalitions, while later examples expanded into corporate campuses, energy infrastructure, financial institutions, and stadium redevelopment. This evolution is important for planners because it shows that CBAs are flexible tools, but also that their effectiveness depends on context, clear obligations, and long-term accountability.

Across the available literature concerning CBAs, it is nearly unanimous that the Staples Center CBA kicked off the first wave of practice and agreements that would come to define CBAs in the U.S. after previous years of conceptualization and advocacy for how to better include communities in the land use process and ensure meaningful benefits (Beach, 2007; Been, 2010; Galley, 2015; Ganning, 2025; Ho, 2007; Musil, 2012; Wolf-Powers, 2010). Defying simple categorization or strict typologies, these agreements became as varied and multidisciplinary as the communities they concerned, reflecting of how context-specific real estate development and planning can be across the U.S. – even with similar or identical processes, policies, and legal mechanisms. Though they are not simply grouped together on the surface, there nonetheless appears to be a marked evolution across the last 25 years in their formations, focus, implementations, and scales, all while remaining precariously enforceable across many different community contexts (De Barbieri, 2017; Galley, 2015; Ganning, 2025; Williamson, 2021).

CBAs, being centered on real estate development or redevelopment projects, are sensitive to shifting overall economic conditions such as the Great Recession and the Covid-19 pandemic that complicate or seemingly prohibit development. These broader economic conditions appear to shape the use and implementations of CBAs, although the available literature does not always establish a direct causal relationship between economic downturns and specific project outcomes (Galley, 2015; Ganning, 2025; Williamson, 2021). The dubious enforceability of CBAs also helps explain both the appeal and limitations of CBAs as a tool for development and community gain despite inconsistent success and varied applications over the last few decades. The following subsections therefore use selected cases from the 2000s, 2010s, and 2020s to identify apparent changes in CBA practice, while recognizing that these categories are interpretive rather than fixed typologies.

Early Project-Based CBAs in the 2000s

CBAs in the 2000s were primarily associated with large urban redevelopment projects, especially mixed-use developments, entertainment districts, stadiums, and related real estate projects. These early cases are important because they established both the promise of CBAs and the concerns that would shape later critiques. As previously covered earlier in this review, the success of the Staples Center project spawned multiple other projects in the Los Angeles area, one of which was the Hollywood and Vine Mixed-Use Development Project, between a coalition representative of local residents and faith groups (Gatehouse Hollywood Development, L.P., 2004). This agreement was stated to be spurred on by the city and the developer, likely to seek out community feedback to ensure a smooth approval process, following the lead of earlier examples in the city (Gatehouse Hollywood Development, L.P., 2004). A streamlined process and reduced scale, at least compared to other projects, is suggested due to the document length –

just 12 pages detailing the agreement between coalition and developer (Gatehouse Hollywood Development, L.P., 2004). Included benefits were a living wage program, a ‘first source’ hiring policy, job training, and health care outreach (Gatehouse Hollywood Development, L.P., 2004). The living wage benefit is detailed to follow the city’s ordinance for guidance, definitions, and implementation, and comprises the most detail of the benefits listed, with the others having a fraction of the same word length given with slightly more vague and flexible language involved. As has been stated to be a possibility, the implementation of this agreement is the developer promising to continue to simply meet with community organizations and the coalition in good faith, though this is countered with the legal enforceability being stated to function through injunctive relief (Gatehouse Hollywood Development, L.P., 2004).

From what has been previously covered through existing literature, this agreement is indeed representative of the early CBAs found in California which contain reasonable legal enforceability even if dubious detail or non-existent timelines about continued implementation of the agreed upon benefits (Beach, 2007; Gross, 2007). The project has reportedly been implemented smoothly as of 2008 and thus represents a successful framework that inspired others. For planners, the Hollywood and Vine case illustrates both the usefulness and limits of early CBAs: clear legal enforceability can strengthen an agreement, but vague implementation language may still leave important benefits difficult to monitor over time.

The Atlantic Yards CBA, however, is perhaps the prime example of the cautionary CBA project, or at least can display how complicated these agreements and developments can become. The document of the CBA is 73 pages in length, detailing many benefits accompanying the mixed use projects with a new sports arena in Brooklyn as the centerpiece and anchor (Atlantic Yards Development Co. LLC & Brooklyn Arena LLC, 2005). An non-exhaustive list of the included benefits includes; provisions for providing affordable housing, worker education, training programs, community facilities, local business retention, and a new health center (Atlantic Yards Development Co. LLC & Brooklyn Arena LLC, 2005). With such a broad scope of benefits, the implementation of the project is bound to be quite involved, and so the agreement established the creation of an executive committee with subsequent councils overseeing different categories of benefits such as housing, labor, facilities, etc. (Atlantic Yards Development Co. LLC & Brooklyn Arena LLC, 2005). The agreement also details an Independent Compliance Monitor who is responsible for reporting on the progress of the project and their adherence to the agreement (Atlantic Yards Development Co. LLC & Brooklyn Arena LLC, 2005). In exchange for these measures, the community organizations were to take steps to publicly support the project while simultaneously being restrained from filing any legal actions in opposition to the project, unless through a consensus (Atlantic Yards Development Co. LLC & Brooklyn Arena LLC, 2005).

The amount of included benefits and measures taken to ensure their implementation in the document is quite impressive, though unfortunately the agreement is looked at as an example of CBAs gone wrong due to the failure of the developers to deliver on the whole of the listed benefits in the last 20 years since the agreement's signing (Markey, 2009; Williamson, 2021). Even before the reported lack of benefits became evident, the development and the agreement faced strong opposition in response to the negotiating coalition (Markey, 2009). CBAs were typified by the Californian examples as having a broad coalition brought together over the course of a year or more before beginning negotiations, and in the case of Atlantic Yards, a single entity initially attempted to negotiate with the developer, eventually opening up to a few other organizations, but ones that are membership-based and not a broad accounting of the wider community affected by the development (Markey, 2009). The wider public was unaware of negotiations until two months after the story broke that they had begun, further worsened by the fact that meetings meant to function as open forums for public input were held by the main community signatory a full year after the agreement was already signed (Markey, 2009).

This rejection of the California CBA model in favor of an individualistic approach where community organizations made their demands one at a time instead of through a broader representation of interests served to fuel the opposition to the project and undermine CBA efforts in the city (Markey, 2009). Adding to the suspicions is that one of the coalition entities, Brooklyn United for Innovative Local Development, was formed just after negotiations began, and then dissolved after the arena at the center of the project opened in 2012 (Williamson, 2021). Community advocacy and planning groups in New York City would eventually hold an official stance of not recommending CBAs as a tool for use in development projects (Williamson, 2021).

Even with opaque and questionable negotiation processes, the Atlantic Yards CBA is still a contract obligating the developer to deliver on the promised benefits in full. Now 20 years later, the project has not fully built out the promised amount of affordable housing and now faces lawsuits after many of the units they have built are priced out of many prospective tenants through the housing lottery system in New York City (Williamson, 2021). For planners, Atlantic Yards demonstrates that the length or complexity of a CBA does not guarantee effectiveness. Representation, public transparency, monitoring capacity, and actual implementation matter as much as the number of benefits listed in the agreement.

Diversification and Indirect Benefits in the 2010s

CBA practice in the 2010s appears to have become more varied in project type, scale, and benefit structure. Rather than focusing only on large urban redevelopment projects, some agreements shifted toward corporate campuses, energy infrastructure, and indirect financial support for existing community programs. Following the Great Recession at the close of the 2000s, many negotiated CBA projects were canceled, though not always with clearly defined reasons tied to financial difficulties or risk (De Barbieri, 2017; Galley, 2015). Nonetheless, CBAs were continually advocated for and championed as an example of good community participation in the land use and development process, even in the face of controversial projects such as Atlantic Yards or the Gates Rubber Factory redevelopment in Denver, which was ultimately canceled after securing a CBA (Been, 2010; Fazio & Wallace, 2010; Ganning, 2025). CBAs in this period marked a time of diverse project focus, reduced project scale, and involvement by developers as much as community advocacy groups. International examples of CBAs seemingly increased during this time, though the literature at present does not establish this as is necessarily having a direct effect in the U.S. (Berglund & Butler, 2023; Berglund & Miles, 2022; Fox-Rogers & Murphy, 2015). For planners, this period is important because it suggests that CBAs were becoming a more flexible tool, but also one whose outcomes remained uneven and difficult to compare across cases.

Not long after becoming a global juggernaut in the realm of social media, Facebook sought a CBA in order to expedite the expansion of the corporate headquarters campus in Menlo Park, providing specific benefits in exchange for the listed community groups refraining from public opposition to the project for its duration (Facebook & Hibiscus Properties, LLC, 2016). This is seen as somewhat standard, where this type of agreement is for ensuring the public's non-interference in the approval process, though this is a case of relative quiet for a project; no strong opposition or advocacy for it, which may suggest an effective and amicable negotiation process. Similar to other Californian CBAs, legal action from the listed community groups in the agreement is not allowed unless by consensus, ensuring community solidarity and unity as opposed to the more individualistic process seen in New York (Facebook & Hibiscus Properties, LLC, 2016). The agreement can be dissolved only if each party listed agrees to it, and Facebook has promised benefits primarily in the form of long-term investments in local nonprofits specifically targeting STEM training, affordable housing advocacy, resident displacement, and a local program that specifically funds housing improvements for low-income households (Facebook & Hibiscus Properties, LLC, 2016).

Notably, should any party be in violation of the agreement, court orders and actions can be pursued by any party in the agreement (Facebook & Hibiscus Properties, LLC, 2016). This suggests the language and processes concerning CBA enforceability, at least following the Californian model, have matured to the point of allowing clear avenues for legal action. This agreement also shows a shifted focus from soliciting the developer to outright provide the physical benefits and instead towards a commitment to funding already existing local efforts to provide such things. The charitable view of this is that it prevents the redundancy of efforts in a given community and streamlines the production of desired land uses and outcomes, while a non-charitable view would suggest this is an effort for the developer to avoid future criticisms by decoupling from the direct inclusion of desired community enhancements while still being allowed to pursue development that can potentially raise costs of living. For planners, the Facebook case raises an important implementation question: should CBAs require developers to directly provide benefits, or can funding existing community-serving programs be an effective and accountable alternative?

Continuing on the theme of indirect or financial benefits, the creation of the Deepwater Wind CBA in New York in 2018 focuses the benefits on longer-term non-physical development goals in exchange for community approval (Deepwater Wind South Fork L.L.C., 2018). The developer promises to establish long-standing businesses attached to the project such as a generator maintenance business, promises to fund the burial of existing power infrastructure, and makes a $2 million commitment to the town's Ocean Sustainability Program (Deepwater Wind South Fork L.L.C., 2018). Other financial contributions to local businesses are included, and there are commitments stated to hire locally when looking for contracting work on their facilities whenever possible (Deepwater Wind South Fork L.L.C., 2018). This agreement echoes those that were becoming common in the U.K. in the same decade, and works similarly to the Facebook Campus CBA by functioning as reinvestment rather than being responsible for direct building, seemingly reflecting a more cautious approach when compared to the cases of the 2000s, with the expense not posing a significant financial risk even with high amounts of investments (Deepwater Wind South Fork L.L.C., 2018; Ganning, 2025). For planning practice, this case shows how CBAs can be adapted to infrastructure and energy projects, where community benefits may take the form of long-term investment, local contracting, environmental programs, or utility-related improvements rather than traditional urban redevelopment benefits.

Expanded and Financialized CBAs in the 2020s

CBA practice in the 2020s appears to include both a continued use of traditional project-based agreements and an expansion into broader financial commitments. These examples suggest that CBAs are no longer limited to large redevelopment projects, but may also be used in relation to banking, housing finance, community investment, and stadium redevelopment. In perhaps the furthest swing towards an indirect collection of benefits, the Banc of California signed a CBA for the purpose of community organizations' support in a merger with another financial institution, and did so in exchange for significant financial benefits to the local communities initially opposed to the merger (Banc of California & Pacific Mercantile Bank, 2021). Included in the agreement is $200 million towards lending for affordable housing specifically, an additional commitment of $1.4 billion towards local community development efforts, and broad financial support for transitional housing, small business loans, credit for disadvantaged communities, and the purchasing or originating of mortgages in low to middle income communities (Banc of California & Pacific Mercantile Bank, 2021).

It is unclear how these investments are viewed from the perspective of these banks, but they represent a significant departure in scope and scale from the focused inclusion of training programs, tenant preferences, and facilities construction of previous CBAs that were considered typical just within a couple decades ago (Ganning, 2025; Wolf-Powers, 2010). These financial commitments also represent a shift in priorities and concerns of their times, with the growing housing crisis stretching well into the 2020s causing intensive efforts to assist the crisis whenever possible. Due to the extended and recent nature of the implementation of the investments, this review will not attempt to evaluate or speculate on their success so far, but that such benefits are included in a small-scale CBA seems to speak to their accepted presence as a tool – at least in California. For planners, this example raises an important question about the boundaries of CBAs: when agreements focus on lending, housing finance, and community investment rather than site-specific development mitigation, they may still support planning goals but operate differently from traditional land use agreements.

Far outside of California in New York, the Buffalo Bills football team sought to redevelop their stadium in 2023, and sought out the formation of a CBA in order to speed the process along (Buffalo Bills LLC & Bills Stadium and Events Company, LLC, 2023). This agreement, counter to the previous example, includes varied benefits that are more in line with the typical CBA examples discussed in literature; various educational programs for local students, training and hiring programs for local workers and businesses, public transportation investment and access to the development area, broad community investment in local arts, mental health, and athletic facilities, and funding towards food insecurity initiatives for the area (Buffalo Bills LLC & Bills Stadium and Events Company, LLC, 2023). These benefits and the project itself bear a strong resemblance to those of decades past, specifically the Ballpark Stadium development in San Diego (Been, 2010; Ganning, 2025; Wolf-Powers, 2010). Though it may be too soon to tell exactly what the outcomes of the project will be – and hopefully will not be canceled like with the Ballpark Stadium project – such an example shows how bigger projects are still possible to at least discuss. When it comes to enforceability, the document also appears to be an improvement from those of decades past, with no party being able to take legal disputes outside of the supreme court of the state of New York, and should the developer be found to have breached their lease, the county of Erie where the project resides can seek financial remedies, with compliance of benefits overseen by an outside third party committee and director (Buffalo Bills LLC & Bills Stadium and Events Company, LLC, 2023). For planning practice, the Buffalo Bills case suggests that newer project-based CBAs may be responding to earlier critiques by including broader community benefits, clearer enforcement procedures, and third-party oversight. However, because the project is recent, its long-term effectiveness will depend on whether those benefits are actually implemented and monitored over time.

Together, these 2020s examples show that CBAs continue to evolve across different institutional and development contexts. For planners, this evolution reinforces the need to evaluate CBAs not only by the amount or variety of benefits promised, but by how clearly the agreement connects those benefits to planning goals, community accountability, implementation capacity, and enforceability.

Lessons for Planning Practice

The literature on CBAs offers several lessons for planners, even though planners are not always direct parties to CBA negotiations. As previously stated and reinforced throughout this review, CBAs sit at the intersection of development review, public participation, equity, implementation, and accountability. For that reason, planners should understand both their potential and their limitations. The cases reviewed in this project suggest that CBAs are most useful when they supplement adopted planning goals, strengthen community participation, and include clear mechanisms for implementation and enforcement. They are more problematic when they substitute for public planning processes, rely on narrow or unclear representation, or promise benefits without realistic accountability.

1. Treat CBAs as supplements to public planning, not replacements for it

CBAs can help communities negotiate specific benefits from major development projects, but they should not replace comprehensive planning, zoning review, development agreements, public engagement, or other formal planning processes. As shown with the case of planning gain agreements in the UK and Ireland, these private agreements can undermine confidence and faith in public planning efforts when they are seen to be substituted with what appear to be backroom deals (Fox-Rogers & Murphy, 2015). Such perspectives are justified when looking at the early New York cases of the Bronx Terminal and Yankee Stadium agreements. Planners should be cautious when a CBA is used to justify project approval without broader public review, and this risks further alienating distrustful members of the public assessing the opportunities for corruption in a private capital-led environment (Nugent, 2017). A strong CBA should support adopted community goals rather than function as a private workaround to the planning process.

2. Evaluate who represents the community

One of the clearest lessons from the literature is that the legitimacy of a CBA depends on representation. The Bronx Terminal, Yankee Stadium, Columbia University, and Atlantic Yards cases all show us that the mere presence of a CBA does not guarantee good, transparent, and authentic representation was achieved. Planners should ask who participated in the negotiation, who was excluded, and whether the coalition is accountable to the residents, workers, businesses, and organizations most affected by the development. The Columbia University case shows a clear example of a community ‘coalition’ formed conveniently before the CBA was sought. Even when the representation is seemingly more legitimate, review is still necessary given the potential for some coalition groups to disproportionately outweigh others in negotiations (Been, 2010; Biggar, 2021). The presence of a coalition does not automatically mean that community participation was broad or meaningful.

3. Require clear and measurable benefit language

The literature repeatedly shows that vague promises are difficult to enforce. Planners should look for benefit language that is specific, measurable, and tied to timelines, responsible parties, and implementation procedures. Commitments to “work with” the community or “support” local goals may be useful starting points, but they are not enough unless they are connected to concrete obligations. Comparing the Californian examples of the 2000s with those elsewhere shows the key difference is in the specific legal language utilized in the agreement (Wolf-Powers, 2010). The Bronx Terminal example demonstrates the weakness of benefit language that is voluntary or aspirational rather than concrete; for planners, this points to the need for measurable commitments, implementation timelines, and clear enforcement mechanisms.

4. Plan for implementation before the agreement is signed

Implementation should be considered during the negotiation process, not after approval. The consequences of not doing so has marked the Atlantic Yards case as a failure, where implementation was vague and unclear, run by handpicked individuals and groups who were not given the resources to see the project through (Williamson, 2021). CBAs should identify who is responsible for delivering each benefit, how progress will be monitored, what reporting will be required, and what happens if commitments are not met. This is clearly laid out in the Facebook and Buffalo Bills cases, possibly due to organizers and practitioners taking note of earlier failed examples (Buffalo Bills LLC & Bills Stadium and Events Company, LLC, 2023; Facebook & Hibiscus Properties, LLC, 2016). These agreements highlight the value of compliance monitors, third-party oversight, and reporting requirements being laid out from the start. Planners can help by asking whether the agreement has the administrative capacity needed to move from promises to outcomes.

5. Support transparency and public accountability

CBAs are most vulnerable to criticism when they appear to be negotiated behind closed doors. This was explained through planning gain agreements and the New York cases, where public opinion is eroded for years to come, affecting public planning perceptions by association (Ganning, 2025; Williamson, 2021; Wolf-Powers, 2010). Planners should encourage public documentation, accessible summaries, regular reporting, and clear communication about what the agreement does and does not require. Transparency is essential for maintaining public trust and for evaluating whether community benefits are delivered over time, and can be extended to the residents most affected in order to foster continued good relations beyond the expected.

6. Align CBAs with adopted plans and policy goals

A CBA is strongest when it reinforces adopted planning goals related to housing, transportation, economic development, environmental justice, workforce development, or neighborhood investment. This is also where they can find the most utility as a planning tool, assisting public efforts to further community goals through a balance of private investments. Planners should ask whether the benefits negotiated in a CBA are consistent with existing plans and established community priorities. This helps to potentially accelerate comprehensive plans, housing plans, transportation plans, or climate plans with an injection or private support where federal or regional assistance is required (Ganning, 2025). This helps prevent CBAs from becoming isolated agreements that are disconnected from broader planning work.

7. Evaluate outcomes after approval

Many CBAs receive attention when they are signed, but less attention is paid to whether the promised benefits are actually delivered. Such uncertainty has caused confusion and doubt in CBA numbers for years, where it can become unclear when projects are deemed successes or failures in their implementations (Ganning, 2025; Wolf-Powers, 2010). Planners should support post-approval evaluation, including tracking implementation, documenting outcomes, and learning from both successful and unsuccessful cases. This is especially important because the literature shows that CBA outcomes are difficult to compare and often poorly documented.

Conclusion

This review finds that Community Benefits Agreements are best understood as flexible but uneven planning-related tools. Their promise lies in their ability to connect large development projects to community priorities, including affordable housing, local hiring, public amenities, environmental benefits, and other forms of community investment. Their limits lie in the recurring problems identified throughout the literature: unclear representation, weak or vague benefit language, uncertain enforceability, limited implementation capacity, and the risk that private negotiations may substitute for transparent public planning processes.

This literature review examined the formation, use, critique, and evolution of CBAs in order to better understand their value as planning tools and the reasons their use has remained uneven. This review has found that the obvious answer is not to be discounted or undervalued. CBAs depend heavily on the development context in which they are negotiated. Because they ask private actors to provide or fund public-facing benefits, they are sensitive to financial risk, market conditions, local political pressure, and the incentives developers have to participate. The early Los Angeles cases and later examples such as Facebook's campus expansion show that CBAs are most likely to emerge when developers have a clear reason to negotiate, such as reducing opposition, improving project approval prospects, or responding to community and political pressure.

The literature overwhelmingly shows that enforceability is still the biggest issue and question in the application of CBAs in the U.S. Though recent evidence suggests this is improving, and that experts and practitioners are learning from the past and developing cases, there does not seem to be enough precedent to say with certainty how CBAs can be reinforced on nationwide scale. For this reason, planners should be cautious about treating CBAs as guaranteed mechanisms for delivering equitable development outcomes. A CBA is only as strong as its representation, legal language, monitoring structure, implementation capacity, and accountability mechanisms.

On the part of the advocates, CBAs can indeed be an excellent tool for facilitating community buy-in and trust in local processes, assuming a genuine and respectful negotiation process is had with a broad and inclusive community coalition. The risk of entering into a CBA is much lower for the communities and coalitions involved, yet it is also important to see that there is little incentive to pursue a CBA if the community is looking for concrete and dependable solutions and benefits. The history shows that CBAs, though potentially very influential and positive, are anything but reliable. They are far too context-specific to have guarantees of success, and so the wider issue may be with the expectations, and the framing of what CBAs do as a tool.

The literature supports the view that private investment is expected to increase as public investment is decreasing across the globe, leading many to further investigate how private investments can best be utilized if and when communities are looking to lean on them more heavily. Urban planning processes can be burdened with the legacy of policies that came before, reflective of a time when public investment was more easily assured and processes lengthened by increased considerations over the years. These processes have discouraged private development in some instances, hence the original appeal of CBAs for private developers to circumvent the usual processes. As public investment wanes, private investment must be sought, and processes must respond accordingly.

If communities and advocates expect CBAs to supplant existing plans, they are sure to be disappointed. CBAs, then, may be best utilized as a guiding tool that supports local development and planning efforts, rather than tools that establish a new plan where private developers are footing the bill for desired community expenditures. The strongest use of CBAs is not as a replacement for public planning, but as a supplemental tool that can reinforce adopted plans, strengthen community engagement, and clarify project-specific commitments. When CBAs are transparent, representative, enforceable, and aligned with public planning goals, they can help planners and communities negotiate more equitable development outcomes. When those conditions are absent, CBAs risk becoming symbolic agreements that promise community benefit without ensuring community power. This review finds that future research can and should be focused on implementation mechanisms to better document the outcomes of such projects, to better understand their efficacy and how they bring benefits to communities.

Ultimately, CBAs should be taken seriously by planners not because they are a complete solution to inequitable development, but because they reveal a recurring challenge in planning practice: how to connect private development activity to public value in ways that are democratic, enforceable, and accountable over time.

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