

Community Benefits Agreements for Equitable Renewable Energy Siting: The Importance of
Negotiation Power and Stakeholder Engagement

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Abstract

As renewable energy development accelerates across the United States, conflicts over project siting have become increasingly common; often rooted not in opposition to clean energy itself, but in concerns over fairness, community inclusion, and long-term accountability. This thesis investigates how Community Benefits Agreements (CBAs) can serve as tools to address these challenges, focusing on how negotiation dynamics, mediation, and stakeholder engagement shape the equity and enforceability of CBAs in renewable energy siting.

Using a mixed-methods approach, this research draws on qualitative case studies, stakeholder interviews, and legal-policy analysis, alongside a limited quantitative assessment of CBA implementation outcomes. The study examines both the procedural and structural conditions that influence how benefits are negotiated, formalized, and monitored. By analyzing cases that include third-party facilitation, amendment mechanisms, and diverse stakeholder participation, the thesis identifies best practices for designing CBAs that move beyond performative engagement and toward genuine community empowerment.

Ultimately, this research offers a multidimensional understanding of CBAs as emergent governance instruments situated at the intersection of infrastructure planning, environmental justice, and public accountability. It concludes by proposing a model state-level regulatory framework to support equitable CBA development and embed principles of justice into the future of renewable energy siting.

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Introduction

1.1 Context and Level-Setting

The U.S. must rapidly expand its renewable energy infrastructure to combat greenhouse gas emissions. Estimates suggest that utility-scale solar and wind must grow by 38 to 67 gigawatts (GW) annually by 2030 to achieve net-zero emissions by 2050 (Jenkins et al., 2021). While deployment has accelerated in recent years - by early 2023, the U.S. had 73.5 GW of utility-scale solar and 141.3 GW of wind capacity in operation (EIA, 2023) - it still falls short of what is needed. The American Clean Power Association’s Clean Power Annual Market Report showed that 34 GW of new clean energy capacity, including wind, solar, and energy storage, came online in 2023, but this remains well below the necessary pace. (ACP Clean Energy Annual Market Report, 2023)

Scaling up renewable energy is not just a matter of technological advancement or financial investment; rather, it is deeply shaped by social, political, and procedural dynamics. National surveys generally show strong support for renewable energy (Tyson and Kennedy, 2024, Yale 2024) and clean energy investments (Evergreen Action, 2025), but resistance frequently emerges at the local level. According to the Sabin Center for Climate Change Law, at least 293 utility-

scale renewable energy projects have faced significant opposition, often leading to project delays or cancellations (Eisensohn, 2023). These conflicts are not simply about renewables versus fossil fuels, they reflect broader concerns about how energy decisions are made, who benefits, and how burdens are distributed. If the clean energy transition is to be both effective and just, it must address these underlying tensions and avoid replicating historical patterns of environmental and economic inequity.

One of the biggest challenges in renewable energy expansion is a disconnect between national policy goals and local development realities. Many siting and permitting decisions are made through top-down processes that prioritize efficiency over genuine public engagement. In many cases, community input is treated as an administrative hurdle rather than a meaningful part of decision-making (Crawford et al., 2022). This lack of substantive participation fuels mistrust and resistance, as communities often feel that their concerns about land use, aesthetics, environmental impacts, or economic benefits are dismissed (Bidwell, 2013; Carley et al., 2020). Without mechanisms to ensure more inclusive and participatory decision-making, opposition will likely persist, slowing the transition and exacerbating tensions between developers and local stakeholders (Susskind et al., 2022).

1.2 Policy Context: Community Benefits Agreements in the United States

To address these challenges, renewable energy development must be guided by principles of energy justice, which emphasizes three key dimensions: distributional justice (ensuring that the benefits and burdens of energy projects are shared fairly), procedural justice (ensuring inclusive and meaningful participation in decision-making), and recognition justice (acknowledging and addressing historical and structural inequities) (Sovacool & Dworkin, 2014; Carley & Konisky, 2020). While these principles provide a strong ethical framework, practical mechanisms are needed to ensure that community voices shape renewable energy projects in ways that promote fairness and trust.

One approach is the Community Benefits Agreement (CBA), a legally binding agreement between developers and communities that outlines specific commitments regarding economic opportunities, environmental protections, and social benefits in exchange for local support. CBAs have historically been used in urban development and infrastructure projects, such as the L.A. Live process, cited as the first major CBA in 2001, but are increasingly being explored as a way to build trust, mitigate opposition, and ensure that renewable energy projects provide direct benefits to host communities (Marantz 2015). By securing commitments to local hiring, community reinvestment, environmental safeguards, and other locally determined priorities, CBAs could help bridge the gap between national climate goals and community-level concerns.

However, CBAs are not a silver bullet. Their effectiveness depends on how they are negotiated, structured, and enforced. Communities with fewer resources or technical expertise often struggle to advocate for strong agreements, leaving them at a disadvantage in negotiations with well-funded developers (Mueller et al., 2020). Additionally, without clear regulatory frameworks, CBAs risk becoming unenforceable or performative, with vague commitments that fail to deliver meaningful benefits. Unequal power dynamics can also result in agreements that favor developers rather than truly reflecting community priorities.

Despite these challenges, CBAs represent an important tool for ensuring that the renewable energy transition is not only fast but also fair. This thesis examines how CBAs function in the renewable energy sector, exploring their potential to enhance procedural fairness, reduce local opposition, and create more equitable models for clean energy development. By analyzing both successful and failed agreements, this research aims to identify best practices for designing CBAs that genuinely empower communities and support a just transition.

While this thesis uses the term “Community Benefits Agreement” or CBA throughout, it does so as a term of standardization rather than as a strict legal category, and pulls from Wolf-Powers’ (2010) overarching definition where “A CBA is a documented bargain outlining a set of programmatic and material commitments that a private developer has made to win political support from the residents of a development area and others claiming a stake in its future.” The case documents analyzed are legally binding agreements that contain community benefit provisions, but they are not always formally labeled as CBAs in name - one is a settlement, one is a stipulation, and another is a host community agreement. This reflects a broader inconsistency in how such agreements are defined and deployed across jurisdictions, and scholars such as Gross (2008) have noted the lack of standardized definitions for CBAs in practice.

1.3 Thesis Approach

This thesis seeks to investigate how the process of negotiating legally enforceable CBAs in renewable energy projects might best be facilitated. It does so against a shifting regulatory landscape: some states, such as New York, are beginning to incorporate community benefit provisions into permitting and procurement processes, while others are scaling back regulatory requirements in the name of expedited climate infrastructure. These divergent trends underscore the importance of analyzing CBAs not as static instruments, but as evolving governance tools shaped by broader political and institutional contexts.

The remainder of the thesis is structured as follows: Section 2 traces the origins and evolution of CBAs, their theoretical underpinnings, and their application in the context of renewable energy projects. Section 3 outlines my research design, specifically the case study selection criteria and the basis for evaluating outcomes at each site. Section 4 presents case study findings, examining key agreements, stakeholder dynamics, and policy implications. Finally, Section 5 discusses broader lessons for policymakers and community advocates and concludes with recommendations for strengthening CBAs as a tool for enhancing equity in the renewable energy sector.

By investigating CBAs in the context of renewable energy facility siting, this thesis contributes to the growing body of research on community-centered policy approaches to climate action. It aims to highlight both the potential and the challenges of using CBAs as a strategy for ensuring that the benefits of new renewable energy facilities are shared equitably rather than reinforcing existing disparities.

Theoretical Underpinnings

2.1 Foundations of Community Benefits Agreements

CBAAs emerged as grassroots responses to the persistent fairness problem in siting and development - namely, the tendency for benefits to be broadly distributed while burdens are locally concentrated. This asymmetry, particularly pronounced in the siting of energy infrastructure and other LULUs (locally undesirable land uses), has long fueled community resistance and demands for redress. Marcello (2007) characterizes CBAs as mechanisms for redistributing value from large-scale projects into surrounding neighborhoods, particularly where traditional planning and regulatory frameworks fall short. Vicki Been (1993) argues that public opposition is not irrational obstruction, but a rational response to processes that concentrate harms on those with the least capacity to resist. What communities seek, she notes, is not necessarily the power to say “no,” but a process that ensures distributive equity, procedural integrity, and mutual respect. CBAs attempt to fill this gap.

While CBAs initially gained traction in urban contexts outside the energy sector, their core dynamics of voluntary negotiation, coalition-building, and sometimes, legal ambiguity have positioned them as critical tools in the transition to renewable energy development (Clarke, 2016; Wolf-Powers, 2010), and their conceptual underpinnings are not specific to urban land use.

At their core, CBAs are instruments that surface and structure competing claims of justice. Their emergence reflects the inadequacy of formal permitting processes to address deep-seated questions of who bears risk, who reaps rewards, and who gets a say. The theoretical underpinnings of CBAs are multifaceted, drawing on justice theory, participatory democracy, and urban political economy. Sovacool and Dworkin’s (2015) framework of energy justice - including distributional, procedural, and recognition dimensions - provides a conceptual scaffold for understanding how CBAs aim to realign benefits and burdens in development. Rather than simplistic objections labeled as “NIMBYism,” Wolsink (2007) and others emphasize that local opposition often stems from procedural exclusion and concerns about fairness, conditions CBAs seek to address by embedding community voices into the development process.

However, the enforceability of CBAs remains a challenge. As noted in a 2022 analysis in the *Minnesota Journal of Law & Inequality*, while CBAs can be structured as legally binding contracts, their practical power often depends more on political leverage and community mobilization than on formal legal enforceability. This aligns with insights from Saito and Truong (2015) and Belongie and Silverman (2018), who show that CBAs reshape local political dynamics by shifting bargaining power toward historically marginalized groups, particularly when those groups are well-organized and bolstered by legal and advocacy support.

From a normative perspective, CBAs embody a “right to the city” ethos, asserting the need for inclusive development that prioritizes local autonomy and self-determination (Stephan, 2023; Ganning, 2024). In the context of energy development, these questions take on heightened significance. Unlike traditional zoning disputes, renewable energy projects are often fast-tracked through state and federal approvals, bypassing many deliberative planning processes. This accelerates conflicts over fairness and heightens the stakes of procedural exclusion. As Been (1993) and Kunreuther et al. (1990) both underscore, fairness in siting is not just a matter of

outcome, but of how decisions are made: whether the process allows for broad-based participation, whether community risks are addressed, and whether agreements are incorporated into enforceable regulatory instruments.

In this light, CBAs should not be understood as ad hoc “deals” but as evolving governance tools. Their legitimacy and effectiveness hinge on whether the negotiated provisions are formally integrated into the development’s permits, contracts, or regulatory approvals. When that linkage is missing, CBAs risk becoming toothless. When present, they can serve as vehicles for operationalizing just siting: distributing costs and benefits more fairly, grounding decisions in community voice, and enabling durable accountability structures that outlast project timelines.

2.2 Power Dynamics and Procedural Justice

Negotiation dynamics within CBAs are profoundly shaped by knowledge and power asymmetries between developers and community stakeholders. Farley (2024) critiques how developers frequently control technical expertise, set project timelines, and define legal parameters, putting community negotiators at a structural disadvantage from the outset. Without independent access to legal and technical support, communities are forced to navigate complex negotiations with limited capacity, undermining the possibility of truly equitable outcomes.

These structural issues speak directly to the dimension of procedural justice, which Sovacool and Dworkin (2015) identify as one of three pillars; alongside distributive and recognitional justice; within the broader framework of energy justice. Fraser (2022; 2023a) further emphasizes that procedural justice requires more than a seat at the table; it demands early and meaningful participation, transparent processes, and genuine influence over decision-making. When communities are invited into negotiations late, or when their role is merely symbolic, CBAs may tend to reproduce existing inequalities rather than redress them.

This critique echoes long standing findings from siting literature. Vicki Been (1993) argues that local opposition to infrastructure is not a rejection of progress but a demand for fairness in process and outcome. Her typology of siting fairness includes not just the equitable distribution of burdens, but also process-based respect and inclusive engagement. Kunreuther, Susskind, and Aarts’ *Facility Siting Credo* (1990) similarly calls for a broad-based participatory process, contingent compensation, and trust-building as necessary conditions for legitimate siting. Their 1993 follow-up highlights the importance of establishing mutual understanding early in project development, rather than as a response to conflict or protest.

Empirical studies of CBAs in Detroit and Los Angeles further illustrate these dynamics. Berglund (2021) and Fang (2023) show that rushed negotiations, often with limited community input, tend to favor developer interests and result in weak or unenforceable commitments. In Detroit, efforts to institutionalize CBAs through municipal ordinances encountered resistance from city officials and developers concerned about limiting discretionary flexibility (Berglund, 2021).

Even within communities, procedural justice is not evenly distributed. Farley (2024) documents how better-resourced or politically connected groups often dominate negotiations, marginalizing less organized or less visible constituencies. This dynamic complicates assumptions that

“community” is a unified actor and calls for attention to internal power differentials in CBA design and implementation.

Taken together, these findings underscore that CBAs are not inherently vehicles of justice: they are shaped by the conditions under which they are negotiated. Drawing from Been (1993) and the Facility Siting Credo, it becomes clear that procedural justice is foundational: without inclusive, transparent, and well-supported negotiation processes, CBAs risk becoming performative gestures rather than substantive tools for equity. Embedding these agreements into permitting or contractual mechanisms rather than relying on informal or parallel tracks is essential to shift them from symbolic concessions to enforceable governance instruments.

2.3 Public Opposition, “NIMBYism”, and Community Consent

Public resistance to renewable energy projects is often framed as an obstacle to decarbonization, but growing scholarship emphasizes that opposition frequently reflects concerns about fairness, governance, and exclusion rather than blanket rejection of clean energy. As Been (1993) argues, communities resisting the siting of locally undesirable land uses (LULUs) are not rejecting infrastructure itself; rather, they are questioning the legitimacy of processes that impose burdens without offering voice, redress, or reciprocal benefits. In this sense, what is often dismissed as “NIMBYism” is better understood as a claim for procedural, distributive, and recognitional justice.

Far from irrational, such resistance is a rational response to systems that concentrate environmental risk and social cost while diffusing benefits elsewhere. Susskind et al. (2022) and Carley et al. (2020) describe a persistent “democratic deficit” in energy decision-making, where critical siting choices are made about communities, not with them. Kunreuther et al.’s *Facility Siting Credo* (1990) responds directly to this gap, outlining principles to ensure legitimacy: build trust, seek consensus, fully address risks, and make host communities better off. Without these elements, opposition is likely, not because communities are against climate action, but because they are unwilling to be sacrificed for it.

CBAs are increasingly positioned as tools to address this legitimacy crisis, but their effectiveness depends on whether they foster authentic consent. Petrova (2016), Devine-Wright (2011), and Wolsink (2007) emphasize that place-based values - such as land stewardship, cultural identity, and intergenerational responsibility - are central to community concerns. Recognitional justice requires that these values be treated not as symbolic expressions but as legitimate claims in siting processes. When CBAs focus narrowly on transactional compensation (e.g., one-time payments or minor amenities), they risk failing to address the underlying drivers of distrust and resistance.

Empirical evidence reinforces this point. Ellis et al. (2007) and Wolsink (2007) find that perceived legitimacy of process often matters more to affected communities than the specific outcomes of a project. When residents feel heard and respected, and when their concerns shape project design, they are more likely to support, or at least tolerate, infrastructure that might otherwise provoke conflict. CBAs, when designed as participatory governance mechanisms rather than developer-led offerings, can institutionalize this legitimacy by creating clear pathways for engagement, oversight, and enforcement.

However, CBAs are not inherently emancipatory. As Carley et al. (2020) warn, when they are introduced late, negotiated behind closed doors, or used to placate rather than engage, CBAs risk reinforcing the very exclusion they are meant to correct. Recognizing this, Been (1993) urges policymakers to move beyond surface-level “fairness talk” and grapple with the political and institutional structures that shape siting outcomes. In energy contexts, this means integrating CBAs into the heart of permitting, planning, and impact assessment, rather than treating them as peripheral or optional.

In sum, the reframing of public opposition as a justice claim offers a more accurate and generative lens for understanding energy siting conflicts. CBAs can serve as vehicles for advancing procedural legitimacy and community consent, but only when they reflect the broader principles of fair siting articulated by Been, Kunreuther, and others. The challenge, then, is not to manage opposition, but to transform the conditions that generate it.

2.4 Best Practices for Negotiation and Implementation

As CBAs gain traction within renewable energy development, a growing body of scholarship offers clear guidance on what makes these agreements effective. Central to best practices is early, meaningful community involvement. Eisenson and Webb (2023) emphasize that communities must be engaged from a project’s inception - not after major decisions have already been made - and that CBAs must include clearly defined benefits and formal enforcement mechanisms to safeguard accountability over time.

Gunton and Markey (2021) and Cascadden et al. (2021) argue that CBAs should not be treated as isolated, one-off side deals. Instead, they advocate for CBAs to be integrated into broader governance structures, ensuring they are part of a project's regulatory fabric rather than voluntary add-ons. Embedding CBAs within formal planning and permitting processes also helps level power imbalances and ensures sustained oversight.

Transparency and accessibility are recurring themes across the best-practices literature. Trandafir et al. (2023), using discrete choice modeling, show that community members consistently prioritize long-term investments such as job training programs, environmental remediation, or local infrastructure, over short-term financial compensation. That said, compensation structures can be nuanced: developers might, in some contexts, offer equity stakes, profit-sharing, or long-term revenue streams to communities, blending immediate benefits with sustainable financial engagement.

Another critical best practice is anticipating risks and embedding conflict resolution mechanisms within CBAs from the outset. Susskind et al. (2001) and Diamond (2011) underscore the importance of professional mediation, collaborative planning, and the inclusion of dispute resolution procedures to prevent or manage breakdowns, especially in fast-moving projects driven by federal or state incentives. In these high-pressure contexts, communities risk being rushed into agreements that may not fully protect their interests without deliberate safeguards.

Effective CBAs also require joint monitoring, enforcement, and periodic adjustment. Conditions on the ground inevitably change, whether due to project modifications, economic shifts, or evolving community needs. Finally, the literature also points to what undermines CBAs: vague

promises, lack of enforcement, exclusionary negotiation practices, and treating CBAs as mere public relations tools rather than genuine vehicles for community empowerment (Fraser, 2022; Fang, 2023). Without concrete structures for accountability and ongoing engagement, CBAs risk reinforcing existing inequalities rather than remedying them.

In sum, successful CBAs are those that are built on transparency, early engagement, shared governance, and adaptive oversight, not just one-time transactions.

2.5 Indigenous Perspectives and Land-Based Justice

In Indigenous planning contexts, CBAs take on meanings that differ significantly from conventional developer-community negotiations. Rather than merely transactional instruments to redistribute economic gains, CBAs in these settings intersect with ongoing struggles for sovereignty, land stewardship, and historical redress. As Hoicka et al. (2021) argue in their study of renewable energy projects involving First Nations communities in Canada, meaningful CBAs must align with broader goals of reconciliation, self-determination, and restorative justice, not just compensation.

Leonhardt et al. (2022) note that globally, Indigenous-led energy transitions often require their own governance frameworks, ones that emerge from traditional laws, kinship structures, and collective decision-making practices. This broader framework challenges the assumptions of many standard agreements, which are typically designed around Western legal norms and economic metrics. When CBAs fail to accommodate these principles, they risk replicating colonial power structures under the guise of participation.

Berglund and Miles (2022), studying CBAs in British Columbia, highlight the tensions that arise when multiple justice claims overlap. In several cases, union-driven goals - such as targeted hiring or wage guarantees - came into conflict with Indigenous claims for sovereignty and control over land-use decisions. These examples illustrate the layered and often competing dimensions of justice that CBAs must navigate in Indigenous contexts: distributive equity, procedural inclusion, and recognition of collective rights may not always be easily reconciled.

In many cases, there is no adequate monetary substitute for land, spiritual sites, or disrupted ecological relationships. As such, mitigation and shared responsibility become more relevant frameworks than conventional trade-offs. While some CBAs may attempt to address these concerns through environmental co-management, cultural heritage protections, or equity ownership structures, the success of these measures depends on their development through Indigenous legal and epistemological frameworks rather than as afterthoughts to corporate designs.

However, the literature also shows significant gaps around CBAs in Indigenous planning contexts. Future research and practice must focus more explicitly on co-created governance, long-term relational accountability, and recognition of land as a living partner, rather than a commodity.

2.6 Looking Across Sectors: Urban Development, Waste, and Energy

While CBAs are increasingly discussed in the context of renewable energy, their origins in urban development and other contentious infrastructure siting offer valuable insights. Historically, CBAs have emerged when communities are excluded from formal planning processes and must mobilize independently to shape outcomes. Musil (2012) and Camacho (2013) describe early CBAs as responses to urban mega-projects, such as stadium developments in Los Angeles, where community members lacked meaningful influence through traditional land use channels. Similar dynamics appear in environmental justice cases like Chiou et al. (2011), where CBAs functioned as compensatory frameworks in the siting of hazardous waste facilities in Taiwan.

These precedents underscore a recurring theme: CBAs often fill procedural gaps left by formal planning systems. Vicki Been (2010) emphasizes that CBAs offer communities a way to secure tangible benefits when local governments either lack the legal authority or political will to mandate them. However, Been also warns that unless CBAs are transparent, accountable, and integrated into existing governance, they risk becoming ad hoc tools vulnerable to co-optation or conflict.

One major cross-sectoral insight is the importance of addressing information asymmetries and trust deficits. Jin et al. (2022), using game theory to model siting conflicts, find that trust-building strategies outperform compensation schemes in reducing conflict. This supports findings in the energy sector, where rushed CBAs with vague terms can erode credibility and worsen opposition (Fang, 2023; Berglund, 2021). Across sectors, communities often resist not because of irrational fears but because they recognize when they've been sidelined or patronized.

Another key lesson involves moving beyond transactional models of community engagement. In both urban and energy contexts, early CBAs tended to emphasize financial compensation. However, research across sectors, including Trandafir et al. (2023) in energy, and Saito (2015) in urban planning, shows that communities increasingly demand long-term, structural investments that build capacity and autonomy, such as workforce training, equity ownership, or environmental monitoring.

Finally, effective CBAs across all sectors share several characteristics: they are co-developed early, involve joint oversight mechanisms, and are adaptable over time. This is especially critical in fast-moving energy projects driven by public subsidies or mandates, where timelines may pressure communities into premature agreements. As Been notes, a CBA that is not enforceable, transparent, or inclusive may do more harm than good, amplifying power disparities rather than mitigating them.

In sum, the history of CBAs in urban and waste contexts provides cautionary and instructive lessons for energy developers and policymakers. When treated as serious instruments of governance rather than one-time deals, CBAs could create durable, community-grounded frameworks for equitable development.

2.7 Gaps, Critiques, and the Road Ahead

Despite their growing popularity and potential to redistribute power and benefits in development processes, Community Benefits Agreements (CBAs) are not a silver bullet. Critical voices within the literature urge caution against overestimating what CBAs can achieve in the absence of broader structural reform. Fraser (2023b) and Ganning (2024), for instance, warn that CBAs risk being co-opted by developers and public agencies seeking to “greenwash” controversial projects or splinter community coalitions by privileging certain groups over others. In these cases, CBAs may serve more to legitimize exclusionary development than to challenge it.

Enforcement is another persistent challenge. Clarke (2016) and the *Minnesota Journal of Law & Inequality* (2022) highlight the fragility of CBAs when they lack legal enforceability or are not backed by sustained political will. Even the most carefully negotiated agreements can unravel under pressure from well-resourced developers or administrative turnover. The absence of robust implementation mechanisms often leads to community disillusionment, especially when promised benefits fail to materialize or monitoring structures erode over time.

Yet, these challenges do not render the CBA model ineffective: rather, they reflect the political and institutional environments in which CBAs are embedded. The literature suggests that many of these shortcomings are contingent, not inherent. For example, when CBAs are paired with legal advocacy (Saito & Truong, 2015), embedded in permitting processes (Gunton & Markey, 2021), or monitored by independent oversight bodies (Eisenson & Webb, 2023), they can deliver durable and equitable outcomes. Similarly, meaningful early and inclusive engagement between different stakeholder groups could help to mitigate the risks of co-optation and fragmentation identified by Fraser and others.

The road ahead for CBAs, then, lies in institutionalizing best practices and building community power, not abandoning the model altogether. This includes integrating CBAs into broader planning frameworks, ensuring that benefits are substantive and durable, and crafting adaptive agreements that evolve alongside project impacts and community needs. It also requires a deeper commitment to aligning CBAs with justice frameworks, recognizing them not only as transactional tools but as instruments of democratic accountability and reparative governance.

In sum, the critiques of CBAs are not rejections. Rather, they are calls to refine, embed, and politicize the model in more ambitious ways. The path forward is not without obstacles, but the status quo - where development often proceeds without consent, compensation, or community control - was and remains far from inevitable. CBAs offer one pathway toward more just and participatory futures, provided their limitations are addressed with both honesty and resolve.

Methods

This thesis employs a comparative qualitative case study design to investigate how CBAs are negotiated and implemented in renewable energy siting, emphasizing negotiation processes as socially constructed and context-specific, rather than seeking universal generalizations. The research explores how coalitional dynamics, formal facilitation, and stakeholder engagement practices shape CBA processes and outcomes. CBAs are examined as emergent governance tools

situated at the intersection of environmental justice, infrastructure planning, and participatory regulation.

3.1 Case Study Selection Criteria

This study employs a case selection strategy designed to identify renewable energy projects in the United States where CBAs were negotiated as part of the siting process. Cases were chosen to maximize variation in project type, geographic location, stakeholder composition, and negotiation complexity, while also ensuring that the selected cases offered sufficient public documentation and stakeholder access for meaningful analysis. While the study includes both active and collapsed projects, with the final three case studies selected to showcase one cancelled project with a CBA, one project with a CBA under construction at the time of writing, and one completed project with a CBA, the focus remains on the negotiation and mediation processes, regardless of ultimate project outcome. Of the three case studies, only two, NECEC and Kahana Solar, involved primary data collection through stakeholder interviews. South Fork Wind was examined through desk research, including media analysis and public documents, due to limited stakeholder access. As a result, the depth and granularity of findings in this case differ from those based on direct interviews; this methodological discrepancy is acknowledged throughout the analysis to avoid misinterpretation in cross-case comparisons.

Case selection was guided by the following criteria:

- **Multi-Stakeholder Participation:** Each case involved at least three distinct stakeholder groups from the following categories: community representatives and advocacy organizations, local governments, Indigenous stakeholders, renewable energy developers, mediators or formal facilitators, regulators, and private sector partners. This criterion reflects the study's emphasis on examining negotiation dynamics across multiple centers of power.
- **Scope of Benefits:** Agreements included at least three categories of community benefits, such as workforce development, environmental mitigation, financial compensation, educational programs, or infrastructure investments. This ensured a focus on CBAs that offered more than nominal or symbolic concessions.
- **Legal, Regulatory, and Procedural Complexity:** Priority was given to cases that involved Environmental Impact Assessments (state or federal), regulatory hearings, and/or litigation. This criterion reflects the study's interest in how institutional frameworks and legal structures mediate negotiation processes and outcomes.
- **Geographic and Project Diversity:** Cases span multiple U.S. regions and renewable infrastructure types (e.g., utility-scale solar, wind energy, and electric transmission). Selecting cases across a range of geographies and technologies enables greater insight into how local context shapes CBA processes.

Additional practical considerations also shaped final case selection, including the availability of primary source documents and the willingness of key stakeholders to participate in interviews.

While the study includes both active and collapsed projects - with the final three case studies selected to showcase one cancelled project with a CBA, one project with a CBA under construction at the time of writing, and one completed project with a CBA - the focus remains on the negotiation and mediation processes, regardless of ultimate project outcome. Only energy infrastructure projects were considered, given the unique regulatory and policy context that differentiates energy siting from other forms of land use development. While recency was not an explicit filter, selected cases predominantly fall within the last two decades, aligning with the rapid expansion of renewable energy development during this period.

3.2 Stakeholder Groups

Stakeholders included in this study reflect the complex ecosystem of actors involved in negotiating, implementing, and overseeing CBAs within renewable energy siting contexts. Each group plays a distinct but interconnected role in shaping negotiation outcomes, influencing procedural legitimacy, and structuring the long-term governance of project benefits. Case analysis and interviews focused on the following key stakeholder groups:

- **Community Representatives and Advocacy Organizations:** This broad category includes neighborhood associations, environmental justice groups, labor organizations, environmental NGOs, and other civic advocacy bodies. Community stakeholders typically act as the principal negotiators, advocating for localized benefits, procedural fairness, and long-term accountability mechanisms. Their diversity reflects the multifaceted nature of "community interests" in infrastructure projects, which can include concerns about environmental justice, economic development, cultural preservation, and public health.
- **Local Governments and Indigenous Stakeholders:** Both local government entities (eg, municipal councils, county governments) and recognized Indigenous governing bodies serve as formal decision-making authorities on behalf of their respective constituencies. In CBA negotiations, these actors may either represent community interests or operate as independent parties with regulatory authority, land use control, or sovereign governance status.
- **Renewable Energy Developers:** Developers serve as the primary negotiating counterpart in CBA discussions, responsible both for proposing project benefits and for funding or facilitating their implementation. Their role spans technical project design, financial structuring, and, increasingly, public relations and community engagement.
- **Mediators and Formal Facilitators:** This group includes both private professional mediators and facilitators affiliated with regulatory bodies, such as siting boards or public service commissions. Mediators and facilitators are instrumental in managing negotiation processes, establishing ground rules, guiding joint fact-finding exercises, and helping parties navigate conflict or impasse.
- **Regulators (state and local permitting agencies):** Although not typically direct parties to CBAs, regulatory agencies such as state siting boards, public utilities commissions, and municipal planning departments play a major role in shaping the procedural landscape of

CBA negotiations. Regulators establish the permitting frameworks within which negotiations occur, provide oversight of certain procedural requirements (e.g., public hearings, environmental assessments), and, in some cases, incentivize or mandate engagement processes that lead to CBAs.

- Private Sector/Business Partners (e.g., contractors, anchor institutions): In some cases, contractors, anchor institutions (such as universities, hospitals, or large employers), and supply chain partners become signatories to CBAs or otherwise participate in delivering agreed-upon community benefits. These partners may provide workforce training, local procurement, educational programming, or other economic development initiatives tied to the broader project.

While every stakeholder group identified above plays a role in the CBA process, their degree of influence and formal authority vary considerably across cases. This research attends to both the formal negotiation structures and the informal power dynamics that shape stakeholder engagement, coalition-building, and benefit distribution.

3.3 Data Collection and Sources

This research drew on a multi-source qualitative data collection strategy, combining semi-structured stakeholder interviews, document analysis, and secondary source review.

Primary data collection for the NECEC and Kahana Solar case studies consisted of semi-structured interviews with stakeholders directly involved in the negotiation, implementation, or oversight of CBAs. Interviewees include community representatives, developers, mediators, regulators, and private sector partners. Interview recruitment followed a hybrid purposive and snowball sampling strategy: initial participants were selected based on their formal role or involvement, and were subsequently asked to refer additional relevant stakeholders. Interviews were conducted virtually, in an anonymous capacity, recorded with participant consent, and transcribed for analysis. Interviews were designed to surface insights into coalition dynamics, institutional capacity, perceptions of procedural justice, and the influence of mediation or facilitation processes. 12 interviews were completed across the two case studies in total.

Primary data collection for the South Fork Wind case study consisted of local news coverage, with a focus on stories written during the permitting and construction phases of the project that highlighted specific stakeholders and individuals' views of and experiences with the project.

Document analysis focused primarily on the full texts of CBAs and any subsequent amendments, supplemented by available legal filings, permitting documents, regulatory proceedings, direct media coverage, and press releases where applicable. These documents were examined to identify negotiated benefit categories, amendment mechanisms, enforcement provisions, and legal frameworks structuring the agreements.

Secondary sources, including peer-reviewed scholarship and publicly available project materials, provided additional contextual grounding for case analysis. These sources were not treated as

primary data but were used to enrich understanding of broader trends in renewable energy siting, collaborative governance, and energy justice scholarship.

While this research provides rich, context-specific insights into CBA negotiation dynamics, the small-N case study approach limits the generalizability of findings across the broader landscape of renewable energy siting. The goal of this study is not statistical inference but analytical depth, with an emphasis on understanding process dynamics and stakeholder perceptions within distinct institutional and geographic contexts.

All stakeholder interviews were conducted under MIT IRB approval, with informed consent obtained from all participants and appropriate measures taken to ensure confidentiality and data protection.

3.4 Interview Topics and Questions

Semi-structured interviews for the NECEC and Kahana Solar cases were designed to explore key dynamics underpinning CBA negotiation and implementation processes. Interview topics were developed to align with the study's core research questions regarding mediation, stakeholder power, procedural legitimacy, and benefit realization.

Interviews focused on the following thematic areas:

- **Stakeholder Roles and Motivations:** Participants' roles in the negotiation process, institutional or organizational priorities, and perceptions of the project's broader goals.
- **Negotiation Dynamics and Power Structures:** How negotiations unfolded, including coalition-building strategies, power asymmetries, the role of legal and technical expertise, and any observed conflicts or alliances.
- **Mediation and Facilitation Processes:** Whether and how formal facilitators were involved, the structure of mediated discussions, and participants' assessments of mediation effectiveness.
- **CBA Content and Scope:** Types of benefits negotiated, mechanisms for amendment or enforcement, and participant views on the adequacy of negotiated outcomes.
- **Implementation and Oversight:** Experiences with post-agreement implementation, monitoring mechanisms, disputes or challenges, and reflections on lessons learned.
- **Perceptions of Legitimacy and Procedural Justice:** How fair, inclusive, and effective participants perceived the negotiation and agreement processes to be.

The semi-structured format allowed interviews to adapt to the specific knowledge and experience of each participant while maintaining consistency across key thematic areas. Open-ended

questions encouraged participants to elaborate on both procedural details and broader reflections on siting justice and governance. The full interview guide, including specific questions and probes, is included in Appendix A. Given that South Fork Wind was analyzed exclusively through desk research, interview-based insights are drawn only from the NECEC and Kahana Solar cases. The analysis distinguishes between cases with direct stakeholder input and those relying on secondary sources to ensure clarity in evidence attribution and analytical scope.

Case Studies

Three final case studies were selected for the thesis - one representing a case where the project was cancelled, one where the project is currently under construction, and one where the project was completed. Interviews and secondary source research were performed for the Kahana Solar and NECEC case studies, and secondary source research was performed for the South Fork Wind case study.

4.1 Case Study: Kahana Solar Settlement and Community Benefits

The Kahana Solar project in West Maui, Hawai‘i, was initially celebrated as a landmark example of how mediation and strong community negotiation power could shape renewable energy development. Proposed by Canadian developer Innergex Renewables, the project would have paired a 20 MW solar photovoltaic array with a 20 MW / 80 MWh battery energy storage system, located on approximately 220 acres of former pineapple fields.

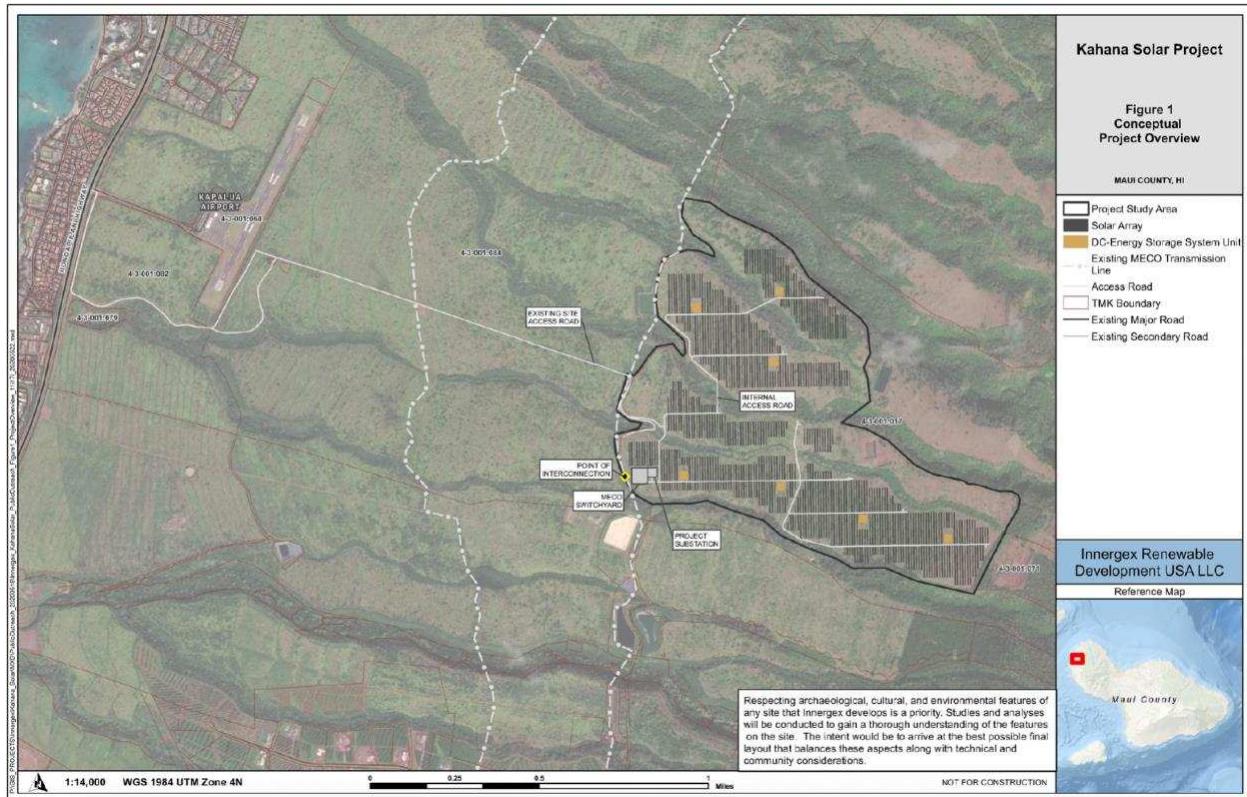


Figure 1: Proposed Kahana Solar Project Location (Innergex)

It was selected through Hawaiian Electric's second major renewable procurement effort, which aimed to meet Hawaii's goal of 100% renewable energy by 2045.

Community opposition quickly emerged. The West Maui Preservation Association (WMPA) intervened in the project's Public Utilities Commission (PUC) approval process, citing concerns about environmental impacts, cultural resource protection, electricity pricing, and local labor opportunities. In response, the PUC took the unusual step of ordering the parties into formal mediation.

The resulting mediated settlement, which contained community benefits provisions, was hailed by some as a model for future projects. Kahana Solar agreed to a legally enforceable \$1.375 million community benefits package, providing both direct grants administered by the Hawai'i Community Foundation and discretionary funding from Innergex. The settlement also included a prevailing wage commitment for 80% of non-supervisory workers, a local hiring preference, and an enforceable decommissioning plan. WMPA withdrew its opposition following the agreement, and the PUC subsequently approved the project.

Despite the negotiated outcome, the project ultimately did not move forward. Kahana Solar was among several projects delayed or cancelled amid broader instability in Hawaii's renewable energy procurement, exacerbated by permitting challenges, supply chain disruptions, and financial pressures. By 2024, Hawaiian Electric had formally categorized Kahana Solar as cancelled.

Kahana Solar's trajectory illustrates both the potential and the limits of mediated agreements in renewable energy siting. While the settlement was presented as representing a breakthrough in community-developer relations and set new expectations for enforceable community benefits, external factors ultimately derailed the project. The case highlights the importance of not only structuring equitable agreements but also addressing the broader systemic risks that can undermine even well-negotiated projects.

4.2 Case Study: The New England Clean Energy Connect (NECEC) Project

The New England Clean Energy Connect (NECEC) transmission project offers a complex and instructive case of negotiated benefits, legal and political opposition, and persistent project challenges. Proposed by Avangrid's subsidiary Central Maine Power (CMP), NECEC was designed to deliver 1,200 MW of Canadian hydroelectric power to New England via a 145-mile high-voltage direct current (HVDC) transmission line through western Maine. The project was selected through Massachusetts' competitive clean energy procurement and was expected to provide substantial wholesale electricity savings, reduce carbon emissions, and stabilize energy prices.



Figure 2: New England Clean Energy Connect Overview Map (Avangrid)

Early in the permitting phase, CMP negotiated a settlement agreement that included several community benefits: \$258 million in rate relief, low-income customer benefits, broadband expansion, and electric vehicle and heat pump programs. Host communities, especially Franklin County, were promised targeted benefits through property tax increases and designated community funds. The project's backers emphasized that these agreements offered Maine tangible economic benefits at no cost to its ratepayers.

However, NECEC quickly became a flashpoint for broader regional opposition to new transmission corridors. In November 2021, Maine voters passed a ballot initiative intended to retroactively block the project. CMP (through NECEC Transmission LLC) filed suit, and in 2023, the courts ruled in CMP's favor, affirming that construction could proceed. Meanwhile, construction had been paused and then resumed in late 2023 after prolonged legal and permitting battles.

As of mid-2025, construction is actively underway but significantly delayed and over budget. CMP and Avangrid report that right-of-way clearing and pole installation are largely complete, major portions of the line have been wired, and the Lewiston converter station is under construction. The DC Circuit Court also recently cleared one of the final regulatory hurdles by upholding a FERC order related to necessary interconnection upgrades.

Nonetheless, the project faces continued challenges. Costs have ballooned from an estimated \$1 billion to around \$1.5 billion, prompting Avangrid to renegotiate its transmission service agreements with Massachusetts utilities. NECEC now projects that it will enter service in 2026, about four years later than originally planned.

The NECEC case highlights both the potential and the volatility of negotiated renewable energy infrastructure projects. Although CMP and Avangrid secured strong initial support through benefits agreements and regulatory approvals, broader political opposition, legal uncertainty, and cost overruns have substantially altered the project's trajectory. NECEC's experience underscores the limits of negotiated settlements alone in ensuring project completion when projects become proxy battles for larger debates about energy transition pathways and local control.

4.3 Case Study: South Fork Wind

South Fork Wind (SFW) is the United States' first operational utility-scale offshore wind project, now delivering renewable energy to tens of thousands of homes across Long Island and the Rockaways. Located approximately 35 miles east of Montauk Point, the 12-turbine, 132 MW project was developed through a 50/50 partnership between Ørsted and Eversource, and supplies electricity to the Long Island Power Authority (LIPA) grid via a buried undersea transmission line terminating at the East Hampton substation.

Originally approved by the LIPA Board of Trustees in 2017, the project was framed as a solution to growing electricity demand on Long Island's South Fork and as a cornerstone of New York's Climate Leadership and Community Protection Act (CLCPA) goals. These goals include 70% renewable electricity by 2030 and 9 GW of offshore wind by 2035.

Construction of South Fork Wind began in February 2022 with the onshore cable system and concluded in early 2024 with the installation of the final turbine. Governor Kathy Hochul officially announced its full commissioning in March 2024. The wind farm is expected to eliminate up to six million tons of carbon emissions over its operational lifetime; the equivalent of removing 60,000 cars from the road for twenty years.

The project has also been recognized for its contributions to American manufacturing and jobs. It includes the nation's first U.S.-built offshore wind substation and the first American-made and -crewed service operations vessel. Components were sourced and assembled across five states, generating nearly 1,000 jobs and supporting union labor across New York, Rhode Island, Connecticut, and beyond.

From a performance standpoint, South Fork Wind has proven offshore wind's reliability in the region. In its first year, capacity factors reached up to 56% during winter months, on par with baseload generators, illustrating the complementarity of offshore wind to seasonal demand patterns. However, the project also reinforces the continued need for grid flexibility and the integration of dispatchable zero-emission resources to phase out fossil peaker plants as offshore wind deployment scales.

South Fork Wind's successful completion demonstrates that large-scale offshore wind can be designed, permitted, and built in the U.S., even amid complex regulatory requirements, air permitting processes under the Clean Air Act, and multi-jurisdictional coordination. The project benefitted from local government support, including a 4–1 vote from the East Hampton Town Board to grant the cable landing easement, and from state and federal climate leadership.

Yet South Fork Wind also illustrates the challenges ahead. Permitting and emissions oversight, including through EPA's Outer Continental Shelf air permitting process, required years of technical review and coordination. As subsequent offshore wind projects face escalating costs and interconnection delays, South Fork Wind provides both a model and a warning: community support, local benefits, interagency coordination, and sustained political will are all essential to realizing a just energy transition.



Figure 3: South Fork Wind Interconnection Map (Long Island Power Authority)

Results and discussion

5.1 Major Themes and Insights

Across the case studies examined, a set of cross-cutting themes emerged around stakeholder engagement, negotiation dynamics, and the perceived legitimacy and enforceability of CBAs. While these projects differed significantly in geography, regulatory structure, and ultimate outcome, interviews with stakeholders in the NECEC and Kahana Solar cases surfaced shared concerns about process, power, and participation. South Fork Wind, which was analyzed through desk research only, offers comparative insights but is treated analytically with greater caution given the absence of stakeholder interviews. These differences in data depth are flagged throughout the chapter and accounted for in cross-case synthesis.

Although NECEC was a state-level transmission project involving regional actors, this analysis draws out local-level negotiation dynamics, such as how benefits were negotiated, perceived, and contested within communities in western Maine, to enable comparison across cases.

The comparison between NECEC and Kahana Solar underscores the importance, and the limitations, of formal mediation structures. While mediation was not used in NECEC, the use of shuttle diplomacy under a formal mediator in Kahana Solar helped avoid adversarial litigation but did not fully rebalance negotiation power. In both cases, stakeholders described mediation as a tool of strategic necessity rather than deep collaboration. Still, participants in Kahana Solar largely viewed the process as more structured and navigable than the informal, layered, and sometimes opaque dynamics in NECEC. This suggests that formal mediation, especially when imposed by a regulatory body, can help clarify roles and procedural boundaries, but may not, on its own, address underlying asymmetries of power or trust.

1. Procedural openness does not ensure equitable participation.

Formal regulatory pathways (e.g., intervention at the PUC in Maine for the NECEC project)

provided a mechanism for participation, but access to meaningful influence remained uneven. In Maine, intervenor status was granted to organizations and individuals who signed up, but those groups needed the legal knowledge to navigate procedural timelines, which implicitly excluded less-resourced community members. One interviewee described the process as technically open but “pre-selected” in practice, with only those with insider knowledge and capacity able to engage in core benefit negotiations. In Hawai‘i, WMPA and affiliated attorneys were able to participate, but only after proactively contesting the developer’s control of the process. Several interviewees noted that these legal and procedural hurdles created a de facto gatekeeping effect, despite the formal openness of the regulatory system.

2. Mediation offered a workaround to litigation, but under constrained terms.

Mediation - formal or informal - was a defining feature of both negotiations. In NECEC, stakeholders voluntarily pursued a stipulated agreement to avoid a full adjudicatory hearing, while in Kahana Solar, the PUC ordered parties into mediation mid-way through a contested case. In both contexts, mediation helped stakeholders avoid overly drawn-out litigation but did not resolve underlying power asymmetries. Some participants in both cases described the process as driven more by legal strategy or exhaustion than by shared commitment to collaboration. In Hawai‘i, the process was structured around shuttle diplomacy, and while the mediator was respected, the result was described as “acceptable” rather than mutually beneficial. One participant from NECEC, who had worked across multiple regulatory cases, noted that the lack of formal mediation structures may have contributed to “too many cooks” or insider-only deals. In both contexts, mediation helped stakeholders avoid overly drawn-out litigation but did not resolve underlying power asymmetries. The comparative experience across NECEC and Kahana Solar reinforces that while mediation may improve process structure, it does not guarantee substantive equity.

3. Trust (or the lack of it) shaped the trajectory of negotiation.

Distrust between community groups and project proponents emerged as a critical theme in both cases. In NECEC, some environmental groups viewed the developer warily, while others joined a negotiated settlement to secure at least partial alignment with their goals. One developer-side participant noted that despite efforts to deliver on promises, longstanding mistrust of utilities and state institutions limited the credibility of those efforts. In Kahana Solar, trust had already eroded by the time mediation began, with one turning point coming when the developer publicly filed a transcript of a previously private meeting. Across both contexts, stakeholders emphasized that trust was not only about individual relationships, but about institutional legacies: utilities perceived as profit-driven, developers seen as outsiders, and agencies viewed as more responsive to corporate interests than to communities. Across all three cases, trust emerged as both a barrier and a precondition for successful engagement. In NECEC and Kahana Solar, early distrust, fueled by perceptions of developer opacity or regulatory bias, shaped the tone of negotiation. In South Fork Wind, although not directly measured through interviews, the project benefited from sustained local government support and early public engagement, which may have contributed to smoother project delivery despite public opposition voiced at town meetings and community gatherings captured in local media. This suggests that trust, transparency, and responsiveness are not just social niceties, but critical determinants of a project's political and procedural viability.

4. Benefits felt constrained by what communities could extract, not what they needed.

In both agreements, the scope and nature of community benefits were shaped less by

participatory planning and more by what stakeholders could win within the confines of negotiation. In NECEC, benefits like low-income energy support, land conservation, and a local university scholarship were described by one state official as “sweeteners” designed to retain support, rather than strategic responses to community-defined needs. In Kahana Solar, priorities like union labor and stormwater protections were raised but diluted or excluded from the final settlement. Several interviewees across both cases suggested that benefits often reflected reactive concessions rather than co-designed, long-term investment in community wellbeing.

5. Enforcement mechanisms were weak or uncertain to some stakeholders.

A recurring concern across interviews was the lack of clear, accessible enforcement. In NECEC, commitments were embedded in a PUC stipulation, but follow-through often relied on quarterly developer reporting and voluntary compliance. One legal expert noted that language like “augment” or “support” weakened enforceability, and that neither courts nor regulators were eager to claim jurisdiction over contested benefit implementation. In Kahana Solar, enforcement was never tested due to project cancellation, but even if it had been, stakeholders expressed skepticism that benefits without explicit legal hooks would have held up. Several interviewees across both cases emphasized that relying on community groups to pursue enforcement through litigation is neither equitable nor sustainable.

6. CBAs alone cannot compensate for structural inequities.

Stakeholders repeatedly pointed to the limitations of CBAs as a tool for achieving justice. In both NECEC and Kahana Solar, benefits were won through conflict rather than collaboration, and community groups often felt they entered negotiations already at a disadvantage. While CBAs can mitigate harm or extract concessions, they rarely redistribute power or shift ownership. Several participants described CBAs as reactive instruments that were negotiated late in the process, often under legal pressure, and rarely reflecting shared decision-making. One participant argued that CBAs have become a stand-in for failed democratic processes: when formal institutions fail to represent community interests, CBAs emerge as a workaround rather than a complement.

7. Failed projects still leave a policy legacy.

Even when CBAs are not implemented, the negotiation process can leave a lasting impact on policy and institutional behavior. In Hawai‘i, for instance, the fallout from Kahana Solar contributed to Hawaiian Electric’s decision to revise its procurement requirements to formally consider community benefit provisions in future RFPs. In Maine, the NECEC case set a precedent for the use of stipulations in transmission siting, though the project itself became the subject of a statewide referendum and public backlash. As one interviewee noted, even a canceled project “changes the map”: not just in terms of policy reform, but in how communities and developers approach future engagements.

5.2 Case Study Outputs

5.2.1 NECEC

Who participated in the negotiation process and how were they selected?

The negotiation process for the NECEC project was shaped largely through the structure of the Maine Public Utilities Commission (PUC). Stakeholders became involved by formally

intervening in the regulatory proceeding. These included environmental nonprofits, industrial customers, the developer, and state entities. Becoming an intervenor required filing within a short window after the case was announced. While technically open to the public, some interviewees mentioned that they believed the process unintentionally favored those with institutional knowledge and legal resources. Some individuals joined initially as concerned citizens and later came to work with larger organizations. Those who did not intervene formally were limited to public comment, which some interviewees commented carried far less influence. The process, while procedurally open, was not broadly inclusive in practice. Some interviewees noted that many of the key participants in discussions were effectively pre-selected through the stipulation process, and that meaningful participation in the benefits conversation required insider access and substantial institutional capacity.

How was the negotiation structured?

Rather than proceeding through a full contested case, many parties opted to reach a settlement agreement through the PUC, known as the stipulation. This was negotiated within the PUC framework but also included separate, parallel discussions, such as those needed for environmental permitting from the state. The negotiation process itself appears to have been multilayered: some parts involved formal legal filings, others took place in less visible meetings or informal backchannels. One interviewee noted that there were “many layers” of conversation happening simultaneously. COVID-19 heavily shaped the logistics, shifting most engagement to Zoom. While some face-to-face meetings occurred, especially with cross-border actors like Hydro-Québec, remote negotiations remained the norm. The structure was shaped as much by legal positioning as by the personalities and relationships of those involved.

Were there coalition-building efforts among community groups? What was their impact?

There was no broad-based, unified community coalition pushing for a single set of shared priorities during the negotiation. Environmental and advocacy groups aligned loosely or coordinated public forums early in the process. One interviewee noted that opposition to the project, rather than support, was better organized in a campaign-style coalition. Those pushing for project approval did not invest in coalition-building to the same extent, which may have limited the visibility and resonance of the benefits being negotiated. Some interviewees shared that they believed engagement was largely conducted through individualized relationships rather than collective organizing efforts.

Was a formal mediator involved? Who selected them and what role did they play?

No official mediator facilitated the various negotiations. Instead, the process relied on stakeholder representatives working directly with one another. In some instances, individuals informally stepped into mediating roles to navigate disagreement or keep discussions moving. One interviewee noted that they often felt like they were mediating among stakeholders themselves. Another confirmed that formal mediation was never seriously considered, and that this may have limited the ability to navigate uneven power dynamics between institutional actors and grassroots stakeholders.

How did the community decide which benefits to prioritize?

The benefits included in the final agreement emerged from a mix of strategic priorities and negotiated tradeoffs. Environmental and other public interest groups advocated for outcomes with clear climate and equity value, such as low-income electrification support and land

conservation. Some of these benefits were shaped by specific cities and towns, which were seen as key to local political buy-in. Others were added in response to perceived pressure from some industrial customers who argued that early proposals were inadequate. Interviewees emphasized that while developers initially proposed limited benefits, significant improvements were made due to sustained pressure and negotiation. In several cases, benefits appeared to be tailored to retain or win over specific constituencies. A scholarship included in the stipulation, for example, was understood by participants as an effort to shore up support in a politically sensitive area, even though it had little direct relevance to the project itself. The question of undergrounding infrastructure also emerged as a public concern, raised as a way to mitigate environmental or visual impacts. While this was not central to final negotiations, it shaped early perceptions of project transparency and responsiveness, particularly in areas where visual impacts were contested.

Have stakeholders fulfilled the commitments they made during the negotiation?

Stakeholders generally agreed that many of the commitments have been implemented, particularly programs around energy efficiency and low-income assistance. While the benefits are being tracked by the Maine PUC, at least one participant expressed concern that smaller or more technical commitments might fall through the cracks due to limited oversight capacity.

In your view, has the agreement delivered on its commitments? Why or why not?

Most interviewees said yes, at least in part. Several benefits, especially those with clear funding structures, have been delivered. There were some differences in perception depending on stakeholder role: those involved in program delivery or oversight expressed more confidence, while others who stepped back post-agreement were more skeptical.

What would you change about the CBA negotiation process in the future?

Across interviews, there was broad agreement that earlier and more transparent engagement would have improved the process. Some interviewees noted that they felt outreach often began too late or was too shallow to build meaningful community trust. Others highlighted the tension between negotiating flexibility and the need for public transparency, where specific parts of the agreement were hashed out in private, which allowed for compromise but may have contributed to eroded trust. One interviewee emphasized the need to avoid performative negotiation, where positions are staged for audiences rather than collaboratively resolved. Another reflected on the challenge of coordinating multi-party negotiations, where each group enters with distinct goals, timelines, and levels of capacity. Participants also expressed concern that CBAs may soon become an expected cost of doing business, leading developers to pre-price community benefits into project budgets. While this could bring predictability, it may also result in inflated expectations or discourage marginal projects. There was also disagreement about whether PUCs are appropriate venues for enforcing benefits not directly tied to project infrastructure, such as education or workforce funds.

Is there anything else about this process that you think is misunderstood or overlooked?

One recurring theme was the importance of interpersonal relationships and trust. Several interviewees stressed that successful negotiation depends not just on legal frameworks or public pressure but also on human dynamics: the ability to communicate honestly, the willingness to depersonalize disagreements, and the clarity of knowing one's bottom line. A few noted that stakeholders often come in with entrenched assumptions about different groups, which can derail

conversations before they begin. The discussions where parties were able to move beyond these preconceived notions and build relationships across lines of difference were often seen as the most effective. At the same time, concerns about transparency and accountability remained. One participant pointed out that the benefits package seemed to appear “suddenly,” without clear explanation. Others emphasized that CBAs often reflect deeper tensions in the energy transition: about who holds decision-making power, whose voices count, and what justice actually looks like in practice.

5.2.2 Kahana Solar

Who participated in the negotiation process and how were they selected?

The negotiation for the Kahana Solar project involved a diverse set of participants, but access to the process was uneven. Attorneys representing community stakeholders were central to the negotiation. They became involved by intervening in the project’s proceedings at the Hawai‘i Public Utilities Commission (PUC), which allowed them formal standing. On the other side were the developer, utilities, and various state entities. The participants from the community side were often sole-practitioner attorneys or advocates with longstanding ties to local environmental and cultural organizations. Some interviewees also noted that the perception of the community groups in the case as primary community representatives was not universally even, and that the developer attempted to supplement engagement by hiring local consultants to connect with a broader set of stakeholders.

How was the negotiation structured?

The structure of the negotiation was shaped by a pending contested case hearing before the PUC. As the case became increasingly adversarial, the Commission ordered the parties into mediation. The mediation process itself was conducted primarily over Zoom, using shuttle diplomacy; parties didn’t engage in open roundtable discussion but rather communicated indirectly through the mediator. Much of the earlier engagement, including public meetings led by the developer, was criticized by other stakeholder groups as performative and one-directional. Community groups described feeling that they were forced into a reactive stance due to the developer’s “PR-driven” approach and lack of authentic engagement. The benefits agreement was in fact a litigation settlement negotiated under considerable legal and financial pressure. One interviewee noted that although Innergex has a reputation for long-term, trust-based engagement in other jurisdictions, that ethos was not always perceived as fully realized in the Kahana Solar case.

Were there coalition-building efforts among community groups? What was their impact?

Stakeholders noted that coalition-building was limited but not absent. The community group involved in the case acted as an umbrella organization representing multiple West Maui communities and had preexisting relationships with other groups. Some interviewees mentioned that community representatives had to push back against the developer’s attempts to handpick beneficiary organizations, insisting that beneficiaries be identified transparently to avoid tokenism and PR manipulation. An interviewee mentioned that the developer also conducted its own parallel outreach to local families and civic groups through culturally embedded consultants. While this widened the circle of engagement, it also contributed to confusion about who legitimately represented “the community.”

Was a formal mediator involved? Who selected them and what role did they play?

A formal mediator, a retired circuit court judge, was appointed by the PUC. The selection was broadly acceptable to all parties, and the mediator was regarded as neutral. Their role was to manage communication between adversarial parties, largely through shuttle diplomacy. While the mediator helped avoid a full adjudication, some interviewees noted that they felt that no one left the process entirely satisfied, and the power dynamics still favored the developer and utility.

How did the community decide which benefits to prioritize?

The list of priorities came from the community's formal intervention documents, which outlined key concerns around union labor, runoff, land ownership, and cultural sites. During mediation, these concerns were negotiated item by item. However, interviewees mentioned that many of the community's original priorities, such as stronger runoff protections and preservation of kuleana land rights, were either watered down or excluded entirely. Ultimately, the benefits that made it into the agreement were those the community was willing to accept under the circumstances, not necessarily what they considered ideal. Some benefits were included as compromise provisions designed to ensure basic transparency or process fairness, rather than to materially transform community conditions.

Have stakeholders fulfilled the commitments they made during the negotiation?

The Kahana Solar project was ultimately canceled, and no commitments, financial or otherwise, were implemented. Several interviewees expressed skepticism about whether the developer ever intended to move forward with construction.

In your view, has the agreement delivered on its commitments? Why or why not?

Because the project was not built, the agreement has not delivered on any of its intended commitments. However, some interviewees noted that even if the project had moved forward, they felt the commitments were voluntary on the developer's part, lacking strong enforcement provisions. There was little confidence amongst multiple interviewees that the benefits would have been implemented meaningfully or equitably, particularly in the absence of what they felt was a strong monitoring or compliance framework.

What would you change about the CBA negotiation process in the future?

Every interviewee agreed that engagement should happen earlier and more meaningfully, before lawyers are involved and before opposition hardens. True engagement, some interviewees argued, requires not just informing the public but sharing power and allowing communities to co-design the project from the outset. Others emphasized the need for clear agency policy to standardize community benefit requirements, reduce reliance on private negotiation, and make enforcement possible without litigation. Some advocated for new models like reverse auctions, where communities choose the site and parameters, and developers bid to meet them, so that power does not remain entirely with the developer. Others called for community-controlled funds and the development of standing legal capacity within affected communities to help reduce dependency on external counsel.

Is there anything else about this process that you think is misunderstood or overlooked?

Several themes emerged in response to this question. One was the lack of trust: developers were seen as treating engagement like a PR exercise, while community groups had to fight for basic transparency. Another was the structural imbalance between well-resourced developers and

underfunded community groups, which makes equitable negotiation nearly impossible. Interviewees also warned against viewing CBAs as inherently positive: they are often the result of flawed processes and unequal power dynamics. Lastly, some interviewees emphasized the need to rethink who defines the energy transition. Real justice, they argued, would not come from outside developers parachuting in, but from local communities asserting ownership over their land, labor, and energy futures.

5.2.3 South Fork Wind

Unlike the NECEC and Kahana Solar cases, the South Fork Wind case study was developed solely through desk research. No stakeholder interviews were conducted, and analysis is based on publicly available materials including media coverage, regulatory filings, and official project documentation. This more limited data scope is taken into account when comparing findings across cases. Stakeholder insights were primarily drawn from local news coverage, including the outlets East End Beacon, 27East, and the East Hampton Star.

The negotiation process for the South Fork Wind Farm involved multiple stakeholder groups, though no formal mediator was reported. Deepwater Wind, later acquired by Ørsted, led the project and initiated engagement with local communities, particularly the fishing industry. To represent fishers' concerns, the East Hampton Town Fisheries Committee appointed Captain Julie Evans, a longtime commercial and charter boat captain, as the town's fisheries representative. Though her position was funded by Deepwater Wind, Evans was tasked with working on behalf of the local fishing community, in line with best practices outlined by the Bureau of Ocean Energy Management. At the regional level, Deepwater also hired Rodney Avila, a retired commercial fisherman with over 50 years of experience, as a fisheries liaison to engage with commercial and recreational fishing communities along the East Coast. However, efforts to identify a representative from the Montauk fishing community were met with resistance; one early candidate backed out due to backlash from peers, signaling persistent mistrust among local fishers.

The structure of engagement included open houses, public comment periods, and a series of public hearings organized in collaboration with federal agencies like BOEM. For instance, in November 2018, BOEM hosted a hearing in Amagansett to gather public feedback on Deepwater's Construction and Operations Plan. These hearings coincided with Ørsted's acquisition of Deepwater Wind and their commitment to uphold prior agreements. Locally, Deepwater officials also met with the East Hampton Trustees, the Wainscott Citizens Advisory Committee, and hosted a boat tour of the Block Island Wind Farm to demonstrate the feasibility and benefits of offshore wind development.

Community members, especially those in the fishing industry, raised numerous concerns throughout the process. While there is no evidence of formal coalition-building, groups like the East Hampton Town Trustees and fishing advocates coordinated responses to the project. The Trustees submitted a detailed request for a series of community benefit projects that would directly support marine habitat and fisheries. These included proposals for a Fisheries Conflict Resolution Fund, a Fishery Resource Assistance Fund, and an Aquatic Environmental Improvement Fund to support water quality testing, eelgrass restoration, and shellfish gardens. These benefit priorities were framed as necessary offsets to the potential ecological and

economic risks posed by the project, particularly the transmission cable's landfall site at Beach Lane in Wainscott, which critics said intersected with migratory fish routes like those of striped bass, bluefish, and fluke.

Despite the developers' commitments, it is unclear from media reports whether any of the proposed benefit programs have been implemented in full. Ørsted pledged to maintain a fisheries liaison for the entire 25-year life of the project and signed a lease for an operations and maintenance facility adjacent to Inlet Seafood in Montauk. However, these actions did little to quell broader concerns. Many stakeholders remained skeptical about the adequacy of proposed studies on electromagnetic fields (EMF) and about whether the project's benefits would be equitably distributed. Several residents and environmental advocates noted the urgency of transitioning away from fossil fuels, while also warning that offshore wind development should not become another vehicle for energy monopolies like LIPA to consolidate control, especially at the expense of decentralized renewable solutions.

Ultimately, the public discourse surrounding South Fork Wind highlighted deep ambivalence. While some saw it as a necessary, if imperfect, response to climate change, others felt the process was rushed, exclusionary, or inadequately responsive to ecological and community risks. Many stakeholders voiced a desire for more transparent engagement, earlier scientific studies, and stronger roles for local government and impacted communities in shaping the future of offshore wind development.

While South Fork Wind offers a useful example of successful offshore wind deployment and multi-jurisdictional coordination, its inclusion in this thesis serves primarily as a comparative context. Because no primary interview data was collected, findings related to community engagement and benefit negotiation are interpreted more cautiously than those in the NECEC and Kahana Solar cases.

5.3 Matrix Analysis

To support cross-case synthesis, the table above summarizes major negotiation and implementation themes across the three case studies: NECEC (Maine), Kahana Solar (Hawai'i), and South Fork Wind* (New York). Each row represents a recurring theme derived from the literature and interview analysis, while each column captures how that theme manifested in a specific project context.

The matrix highlights both convergence and divergence across cases. For example, all three projects struggled with coalition-building, though the reasons varied, from fragmented advocacy networks in NECEC to concerns about representation in South Fork Wind. Similarly, benefit prioritization in each case was shaped less by proactive community visioning and more by reactive bargaining within constrained timelines or regulatory settings.

Importantly, South Fork Wind is denoted with an asterisk (*) to reflect that the case was analyzed through desk research only. No stakeholder interviews were conducted, and findings should be interpreted with appropriate caution. Still, the project adds valuable insight into how offshore wind developers have approached community engagement, particularly in contested coastal zones.

One consistent pattern across all three cases was the importance of trust and transparency in shaping negotiation dynamics and perceived legitimacy. Whether through shuttle diplomacy, informal backchannels, or town-appointed liaisons, stakeholders’ trust in the process, and in each other, emerged as a central factor influencing both outcomes and long-term relationships.

Finally, while mediation and facilitation structures varied widely, their design clearly affected how power imbalances were managed or exacerbated. The comparative experiences of Kahana Solar and NECEC suggest that formal mediation may provide clarity and structure, but cannot, on its own, redress deeper institutional asymmetries. Across all cases, the matrix underscores the need to embed CBAs within broader frameworks of fairness, enforcement, and participatory governance.

Theme	NECEC	Kahana Solar	South Fork Wind*
Stakeholder Selection and Inclusion	Formal intervention via PUC, technically open but perception it favored insiders	Legal standing via PUC intervention, led by local attorneys and advocates	Town-appointed representative for fishers, tension over legitimacy, BOEM-led
Negotiation Structure	PUC stipulation; parallel informal negotiations, zoom during covid	Mediation ordered mid-hearing; shuttle diplomacy	Open houses, public comment, BOEM hearings; no formal mediation
Coalition-building	No unified coalition; fragmented engagement	Limited coalition-building; umbrella group resisted cherry-picking	Some coordination (Trustees, fishing reps), but no formal coalition
Mediation and Facilitation	No formal mediator; informal self-mediation	Formal mediator (ret. judge) appointed by PUC	No formal mediator; liaison roles existed
Benefit prioritization	Shaped by negotiation leverage, not community-led planning; undergrounding raised	Some priorities included; many watered down under pressure	Trustees proposed marine-related benefits; unclear implementation
Fulfillment of commitments	Partial fulfillment; concerns about technical items slipping	Project canceled; no implementation	Unknown; public records do not confirm benefit delivery
Enforcement and	Embedded in	Skepticism about	Long-term liaison

accountability	stipulation but vague; reliance on voluntary compliance	enforceability even if project advanced	pledged; accountability mechanisms unclear
Trust and transparency	Distrust of utility/state actors; trust varied across stakeholders	PR-driven engagement eroded trust; lack of transparency noted	Mixed views: engagement seen as rushed by some; others saw good-faith effort
Use of CBAs to address structure inequalities	CBAs seen as reactive workaround for weak procedural inclusion	CBA seen as necessary compromise under adversarial conditions	Community felt sidelined in siting decisions; centralization criticized

Table 1: Cross-Case Matrix Synthesis

5.4 Policy Recommendations

1. Establish standardized community benefit requirements at the agency level.

Rather than relying on ad hoc negotiations, public utility commissions (PUCs) and other permitting bodies should adopt baseline requirements for community benefit provisions in renewable energy development. These could include minimum funding thresholds, labor standards (e.g., prevailing wage or local hire), and environmental mitigation obligations. As stakeholders in both NECEC and Kahana Solar emphasized, community benefits should not hinge solely on the leverage of intervenors or the willingness of developers, they should be a built-in expectation of the project approval process.

2. Require early, substantive community engagement as a precondition for permitting.

Across both cases, stakeholders agreed that engagement often came too late, was too shallow, or functioned as performance rather than dialogue. Agencies should require developers to demonstrate early engagement with clearly identified local organizations and community members, preferably during the project concept or pre-application phase. Engagement should be iterative, bidirectional, and compensated when appropriate. One option is to mandate a “community engagement plan” reviewed as part of the permitting or RFP process.

3. Create enforceable, public-facing CBA templates integrated into permitting frameworks.

Stakeholders raised concerns about enforcement- particularly when projects are canceled or CBAs are structured as private contracts. PUCs and planning agencies should develop CBA templates that are formally reviewed and approved as part of the project docket. These should be enforceable through the regulatory agency itself, not reliant on private litigation. This may include annual reporting requirements, third-party audits, or embedded penalties for non-compliance.

4. Invest in community capacity and legal support infrastructure.

Both cases highlighted the burden placed on small nonprofits and volunteer-led community

groups to intervene in complex legal and technical proceedings. Public funding or philanthropic support should be directed toward community legal clinics, technical assistance centers, and advisory boards to help ensure communities are not negotiating from a position of disadvantage. States might consider creating standing “community advocate” positions - analogous to consumer advocates - with statutory authority to participate in proceedings.

5. Incentivize or prioritize community-led or co-designed energy projects.

Several interviewees argued that deeper community buy-in and better outcomes are possible when communities play a role in designing, siting, or even owning energy infrastructure. Agencies can pilot reverse-auction models - where communities identify sites and goals, and developers compete to meet them - or fast-track permitting for community-owned or cooperatively managed projects.

More broadly, this research contributes to a growing recognition that procedural legitimacy may increasingly be a precondition to effective climate infrastructure deployment. As states debate permitting reform to streamline project approvals, the question is no longer whether to engage communities, but how to do so equitably, transparently, and with enforceable outcomes. Community Benefits Agreements, while not a panacea, represent one emerging governance mechanism to bridge that gap. Their future effectiveness will depend not only on project-level negotiation dynamics but on whether state and federal institutions integrate community benefit requirements into the regulatory architecture of the energy transition itself.

Conclusion

6.1 Conclusions

This thesis demonstrates that while Community Benefits Agreements could offer an important mechanism for advancing equity in renewable energy siting, their effectiveness is highly contingent on negotiation structures, stakeholder power, and the broader institutional context in which they operate. Across three distinct cases - one cancelled, one in progress, and one completed - this research shows that CBAs negotiated under conditions of trust, transparency, and formal facilitation tend to produce clearer procedural outcomes, but not necessarily more equitable ones. Mediation, while helpful in structuring engagement, does not on its own redress power asymmetries or guarantee enforceability. Community groups often enter negotiations already feeling at a disadvantage, and benefits may reflect what can realistically be extracted, not necessarily what conditions are actually needed. Still, even in failed or incomplete cases, CBAs can leave important policy legacies and set new expectations for accountability. To realize their potential as tools for energy justice, CBAs must be embedded in regulatory frameworks, supported by legal and technical capacity, and designed in ways that enable communities not just to participate, but to co-author the energy transition.

6.2 Limitations and future research

While this research provides new insights into the negotiation, enforcement, and lived experience of CBAs in renewable energy siting, it is not without limitations. First, the scope of this study was intentionally focused on two in-depth, interview-driven case studies (NECEC in Maine and

Kahana Solar in Hawai'i) selected for their relevance, variation in outcome, and availability of public documentation. Although these cases reflect a range of stakeholder dynamics and regulatory contexts, they cannot fully capture the diversity of CBA processes across the U.S. energy landscape. Broader patterns and typologies would benefit from a larger, more systematic comparative dataset.

Second, interviewees primarily held legal, advocacy, or institutional roles. While their perspectives were essential for reconstructing negotiation dynamics and surfacing procedural insights, this emphasis may underrepresent the experiences of community members less embedded in formal processes. Not all stakeholders agreed to be interviewed, and some perspectives, especially from Indigenous representatives, grassroots organizers, or local residents, may remain underexplored as a result.

Third, one of the three case studies, South Fork Wind, was examined through desk research only. While this comparative case helps contextualize the others, its exclusion from the interview process limits the depth and interpretive confidence of cross-case insights. Future work should integrate similar offshore wind or transmission-scale projects with stakeholder interviews to enable more robust comparisons.

These limitations point toward several directions for future research. First, a larger comparative study of CBAs across geographies, technologies, and permitting jurisdictions could help identify recurring challenges and enabling conditions. Second, pairing interview-based insights with quantitative analysis, such as tracking the financial value of benefit packages, disbursement timelines, or workforce and equity outcomes, would provide a fuller picture of implementation and impact. Longitudinal research could assess whether community commitments are durable over time, and how trust, relationships, and accountability evolve during the lifespan of an energy project.

Additionally, future studies might examine how CBAs in renewable energy compare to those in fossil fuel infrastructure, both in terms of process and outcome. Several interviewees suggested a double standard: fossil projects often face less community scrutiny or benefit obligations, despite greater social and environmental harms. This raises important questions about regulatory consistency, procedural justice, and political will.

Finally, there is a pressing need to explore alternative or complementary structures to CBAs, such as community ownership models, cooperative siting frameworks, or public benefit trusts, that move beyond extractive concessions toward shared governance and long-term community power.

Throughout this study, CBAs emerged not simply as tools for distributing benefits, but as arenas for negotiating fairness: who decides, who benefits, and who bears risk. Yet, as the findings show, CBAs are often hindered by weak enforcement, inconsistent definitions, and power asymmetries that limit their transformative potential. If reframed around fairness and institutional accountability, CBAs can move beyond transactional bargaining to become foundational instruments of a just energy transition: mechanisms that embed procedural equity, distribute resources more justly, and elevate community voices in infrastructure decision-making. Future

research and policy must build on this potential, clarifying what CBAs are, standardizing how they are enforced, and centering the principles of justice they were meant to serve.

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Appendix A: Full List of Stakeholder Interview Questions

1. Stakeholder Representation & Selection

Goal: Understand who was involved in the negotiation process and how power was distributed.

- Who participated in the negotiation process and how were they selected?
- Did you feel the selection process was fair and representative? Why or why not?
- Were different stakeholder groups adequately represented? If not, what barriers existed?
- What was the role of local government officials in the process? (At what level - municipal, state, regulatory?)

2. Negotiation Process & Coalitional Dynamics

Goal: Identify power imbalances and structural factors shaping the negotiation process.

- How was the negotiation structured? (Formal meetings, informal discussions, legal proceedings?)
- Did the community have access to legal counsel or technical assistance during negotiations?
- Were there coalition-building efforts among community groups? If so, what was their impact?
- Did external factors (state policy, advocacy groups, misinformation, media) influence negotiations? If so, how?
- Who had the most airtime in meetings? Who was involved in spinoff conversations?

3. Role of Mediation & Joint Fact-Finding

Goal: Examine the use of mediation and how scientific/technical information was incorporated.

- Was a third-party mediator present in the negotiations? If so, who selected them? What role did they play?
- Were independent experts involved in fact-finding? How were they selected?
- Did fact-finding help resolve disputes over environmental, economic, or social concerns?
- Were there mechanisms in place to ensure factual accuracy and prevent misinformation?

4. Agreement Terms & Community Benefits

Goal: Identify what benefits were negotiated and how they were decided

- How did the community decide which benefits to prioritize?
- Were the terms of the agreement clear and enforceable?

5. Monitoring, Accountability & Adaptability

Goal: Assess whether CBAs were successfully implemented and whether they changed over time.

- Was a formal oversight mechanism established? If so, who monitors compliance?
- Have there been any amendments or modifications to the agreement over time? If so, why?
- Have stakeholders done what they said they would do during the negotiation process of the CBA?

6. Perceived Effectiveness & Lessons Learned

Goal: Assess stakeholder perceptions of whether the CBA process worked and what could be improved

- How confident were you that other stakeholder groups were speaking candidly during negotiations?
Did any stakeholders make promises that they haven't kept?
- In your view, has this agreement successfully delivered on its commitments? Why or why not?
- What would you change about the CBA negotiation process in the future?
- What lessons from this case should inform future renewable energy siting policies?