

# **Contractual instruments as tools for Participation Processes?**

## **A comparative analysis of Urban Waterfront Redevelopment Projects**

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## Abstract:

**Background:** Within urban governance, contractual instruments that regulate the relations between local governments, market-, and civil stakeholders have emerged. Within urban redevelopment projects, what different stakeholders' attitudes are towards contractual instruments and how these tools influence their experiences of participation and redevelopment processes remains under-explored, especially in the European context.

**Method:** This exploratory-explanatory comparative case-study sheds light on these attitudes, expectations or experiences by comparing two Dutch cases - *ex-ante* and *ex-post* - regarding the use of a contractual instrument as part of the participation process. A semi-structured interview guideline based on the *10 participation norms* and *9 variables* distilled from Community Benefits Agreements and Public-Private-People-Partnerships guided the interviews with stakeholders (n=69 expert interviews; n=100 short interviews).

**Findings:** Attitudes, expectations or experiences could be categorized under four themes: *1. (A)symmetrical power positions; 2. Flexibility; 3. Reciprocity; 4. Symbolic vs. legal value*. Public, private and people stakeholders' attitude, expectations or experiences of contractual instruments were influenced by their perceived power position within the participation and redevelopment process, their (in)direct involvement in the project, and their previous experiences regarding the participation trajectory. People stakeholders attribute most value to how contractual instruments could enhance their power position regarding access to resources and bargaining power. However, these positions are highly conditional and context-dependent.

**Conclusion:** Although contractual instruments have potential to address asymmetrical power positions, stakeholders are never equal regarding influencing redevelopment trajectories. Therefore, these contractual instruments should be framed as part of participation processes and not as part of partnerships.

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## Table of Contents

<u>Chapter 1: Introduction</u>	6
<u>Chapter 2: State of the Art</u>	8
2.1 Participation within urban governance	8
2.2 Participation versus Partnerships	8
2.3 PPPs and 4Ps in urban governance and planning	9
2.4 Community Benefits Agreements	12
2.5 Problem Statement	16
<u>Chapter 3: Methodology</u>	17
3.1 Research questions and operationalization	17
3.1.1 Operationalization of the 10 participation norms	18
3.1.2 Operationalization of the 9 variables	19
3.2 Research Design	20
3.3 Comparative Case Studies	21
3.4 Methods and data collection	22
3.4.1 Sampling and Scope	22
3.4.2 Semi-Structured Interviews	23
3.5 Analysis, synthesis and interpretation of the data	24
3.6 Methodological limitations	25
<u>Chapter 4: Empirical analysis</u>	26
4.1 The role of participation in redevelopment projects in the Netherlands	26
4.2 Amsterdam: ex-ante case	26
4.2.1 Context Amsterdam	26
4.2.2 Qualitative data analysis results: Amsterdam	29
4.3 Rotterdam: ex-post case	37
4.3.1 Context Rotterdam	37
4.3.2 Qualitative data analysis results: Rotterdam	40
4.4 Case study comparison	48
<u>Chapter 5: Discussion &amp; Conclusion</u>	53
5.1 How do contractual instruments in participation processes influence current urban redevelopment projects?	53
5.2 Going back to the literature	55
5.3 Reflection on the 10 norms and 9 variables	57
5.4 Limitations	59
5.5 Recommendations	59
5.6 Conclusion	62
References	63
Abbreviations	67

Appendix 1: Presence of norms and variables in both case studies	68
Appendix 2: Semi-structured interview guidelines	69

## Chapter 1: Introduction

The use of contracts between local urban governments and private parties in order to administer urban developments is not new, and has even grown with the shift towards urban entrepreneurialism in the 1970s and 1980s (Harvey, 1989; Janssen-Jansen & Van der Veen, 2016). Within this neoliberal context, following processes of economic and political decentralization and devolution, Public-Private-Partnerships (PPP), became a frequently used instrument in managing urban governance (Brenner, 1999; Jouve, 2005; Janssen-Jansen & Van der Veen, 2016). This phenomenon of city governments entering contracts with private actors has also been called “contractualism” (Janssen-Jansen & Van der Veen, 2016).

Following these trends within urban planning, contracts and instruments have emerged between local municipalities and private developers, via which a local municipality is negotiating with a private developer or landowner on behalf of the community (i.e. actors that are affected by the planning project) in order to achieve results that are addressing the needs of the wider community. Examples include the *Städtebauliche Verträge* (urban development treaty) in Vienna in which private developers agree to make investments in local (social) infrastructure, such as the creation of a pedestrian bridge, green spaces, school subsidies or affordable housing, as the private developer will benefit from the up-zoning when the value of the land will increase<sup>1</sup> (Putschögl, 2015; Czalja, 2017). Similarly, a planning instrument that is used in Munich is *socially just land use* (SoBoN), via which private parties that benefit from the increased land-value because of the up-zoning have to make an investment in (social) infrastructure, such as providing for public open spaces, social infrastructure for children or social housing (City of Munich, 2015).

However, with the opening up of urban governance to non-state civil actors, following (political) decentralization in the 1980s and 1990s, contracts have also been used to manage the relations between local governments, market parties and civil actors, especially since the credit crunch of 2008 as local governments’ tax revenues and state funding declined (Miraftab, 2004; Jouve, 2005; Janssen-Jansen & Van der Veen, 2016). For example in Brussels, so-called *sustainable neighborhood contracts* have been launched between 1994 and 2015 in neighborhoods experiencing socio-economic difficulties (Van Crieckingen, 2015; Stedelijke Herwaardering Brussels, 2019). The contract is concluded between Brussels Capital Region, the local municipality and the local residents, and investments in the neighborhood are done in the following fields over a period of four years: housing, neighborhood facilities, improvement of public spaces, socio-economic activities (e.g. improvement of social cohesion), and supporting the local economy (City of Brussels, 2019). Moreover, in the center of Amsterdam, a *management covenant* regarding the temporary use and design of the Dijkgracht was concluded, following a negotiation process between local residents and businesses<sup>2</sup>. A *covenant* was also created in the Dutch Vechtstreek, which lists the terms under which a dyke improvement project could take place, following negotiations between public, private

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<sup>1</sup>*Städtebauliche Verträge* have emerged in Vienna from 2014 onwards (following the Bauordnungsnovelle 2014) (Putschögl, 2015). Although a number of negotiations are still taking place, famous projects in Vienna for which use was made of *Städtebauliche Verträge* are “Danube flats”, “Triiiple” and the “Heumarkt” project (Putschögl, 2017).

<sup>2</sup><https://www.buurtorganisatie1018.nl/dijkgracht>

and civil actors (Tertium, 2019). However, the use of these new contractual instruments in urban planning, in which also communities are involved, remains little explored.

## Chapter 2: State of the Art

### 2.1 Participation within urban governance

From the end of the 1990s onwards, a move from bureaucratic forms of government to more network forms of governance emerged within urban governance, meaning that urban public policies were increasingly developed as a result of a cooperation between state and non-state actors (Blanco, 2015; Nuno et al., 2019). These new “collaborations” have been captured into catchy words like “co-creation”, “network governance”, “collaborative governance”, or “partnership” (Blanco, 2015; Kovacs et al., 2019). Since then, a debate has emerged on how this trend has affected the capabilities of different actors involved in these processes to influence and steer urban public policies (Blanco, 2015). On the one hand, it has been argued that this shift marked a transition from hierarchical to more horizontal forms of governing in which a great degree of autonomy is given to self-governing networks within a fragmented governance structure (meta-governance) (Blanco, 2015; Higdém & Hanssen, 2014; Uitermark & Duyvendak, 2008). As such, it is believed that forms of citizen participation will provide non-state actors with capabilities to inform public policy decision-making processes (Blanco, 2015). On the other hand, some scholars have been skeptical with regard to the extent in which networks, and in particular non-state and non-elitist actors, have had power to inform public decision-making (Blanco, 2015). Instead, networks are regarded as hierarchical in which there is still the presence of a strong coordinating central state and in which the interests of the business and political elites are fostered, which underline asymmetrical power relations.

Some scholars (e.g. Swyngedouw, 2007) have claimed that these types of networks originate from the neoliberal paradigm (Blanco, 2015). Specifically, this urban entrepreneurial context is characterized by inter-city competition, “competitive creativity, flexibility, efficiency, state entrepreneurialism, strategic partnerships, and collaborative advantage” (Swyngedouw, 2007, p. 60). With the configuration of new actors in urban governance new instruments for citizen participation have emerged which have been presented as “empowering” these new non-state, civil actors. However, in reality, scholars as Swyngedouw (2007) argue that these instruments should be regarded merely as tools for co-optation under a neoliberal hegemony, favoring the interests of economic and political technocrats at the expense of these non-state and non-business actors (Blanco, 2015).

Zooming further into the *power position* of actors, *power* will be defined as actor groups being able to have access to (in)tangible resources and having bargaining power to collectively (following Stone’s (2012, p. 11) “collective power to act”) influence decision-making processes, in this study specifically with regard to participation and larger urban redevelopment projects. Power then is regarded as a relational concept, seen as the mediation process of the actors involved around these decision-making processes (Blanco, 2015; Stone, 2012).

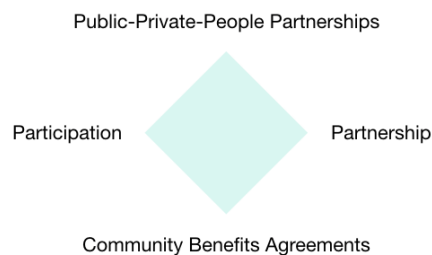
### 2.2 Participation versus partnerships

Within regional development planning in Europe, the notions of *partnerships* and *participation* are derived from different discourses (Higdém & Hanssen, 2014). Citizen participation in urban planning is mainly based on the idea that those affected by the urban development have a right to directly express their voice, and a move from indirect to direct participation forms has taken place over the



years. In contrast to this traditionally hierarchical model, partnerships within regional planning are based on the idea that equal partners from the public, private and civil sector enter into a contractual relationship in which they bundle their resources and together strive for a shared goal, which is based on a network-governance model. This partnership is often only advantageous to the partners that are directly involved in the partnership and as such, they often do not serve the common good. The formation of partnerships takes often place at a much earlier stage of the planning process than conventional participation processes (Perjo et al., 2016). Consequently, those involved in later-stage participation processes have less influence on the urban planning decision making process.

In sections 2.3 and 2.4, the concepts of Public-Private-People Partnerships (4Ps) and Community Benefits Agreements (CBAs) will be outlined. Within both the 4P and CBA literature, scholars regard these instruments as “early citizen involvement participation tools” that are being juxtaposed to conventional participation processes in urban planning. However, in contrast to the CBA literature, 4P scholars have put specific emphasis on using the concept of “partner” in regard to the position of the 4<sup>th</sup> P, “the people”. Moreover, 4Ps have also been described as a way to link partnerships and participation (Figure 1) (Perjo et al., 2016).



Source: the author

Figure 1: Structure of the State of the Art in this study

### 2.3 PPPs and 4Ps in urban governance and planning

As stated before, Public-Private Partnerships (PPPs) have emerged as a neo-liberal planning instrument, and these partnerships became institutionalized in the 1990s in most European cities (Janssen-Jansen & Van der Veen, 2016; Jouve, 2005; Miraftab, 2004). Partners in the public and private sectors bundle their expertise and resources contractually to provide services and products of public interest (Marana et al., 2008; Kumaraswamy et al., 2015). In doing so, the risks, costs and benefits of the project are shared among them and the outcomes of PPPs are said to be more efficient, cost-effective and of higher quality. As such, better value for money is achieved (Kumaraswamy et al., 2015; Steijn et al., 2011).

However, in their delivery of services and products, PPPs have been criticized for failing to include the views and interests of the public (Ng et al., 2013; Majamaa, 2008; Majamaa et al., 2008; Perjo et al., 2016). Majamaa (2008) claims that as the general public, or what could also be called the “end-users” or “consumers” of PPP services and products are not regarded as partners or stakeholders

within the PPP urban development process, and therefore they are not pro-actively involved in it. What often still misses from PPP evaluation studies are the views and experiences of the end-users or consumers (Majamaa, 2008; Majamaa et al., 2008). Instead, Majamaa (2008) argues that within PPP evaluation schemes, the focus often lays on benefits for the public sector, the contracts or the risks involved, or on economic and technical matters<sup>3</sup>. Therefore, it can indeed be argued that both within the PPP participatory planning process and evaluation schemes, there is a lack of the views and interests of the general public, end-users or consumers (Majamaa, 2008; Ng et al., 2013).

As a response to PPPs' criticism regarding their inadequate inclusion of civil actors in the participation planning process, the so-called relatively new concept of 4Ps has been developed, even being called the "missing link" for PPP arrangements (Kumaraswamy et al., 2015, p. 124; Oliveira e Costa et al., 2018; Perjo et al., 2016). The "4<sup>th</sup> P" that is added could consist of civil society and local community representatives, end-users, NGOs, existing and future tenants, and professionals (Kumaraswamy et al., 2015; Perjo et al., 2016)<sup>4</sup>.

Potentially because of its relative newness and by being presented as counterbalancing PPPs, the 4P literature has been overly positive with regard to the added value of 4P structures to the urban planning process. Firstly, within traditional planning processes, in contrast to the public and private actors, the people are able to provide input or acquire information only at a relatively late stage of the development process, often when the most important decisions have already been taken (Perjo et al., 2016; Oliveira e Costa et al., 2018). Usually, there is official legislation around the provision of public hearings during the development process, however, official obligations on *how early* participation of the *people* should take place do often not exist (Oliveira e Costa et al., 2018). Therefore, 4P scholars argue that compared to conventional participation, the *people* actor is included at a relatively early stage because of the set-up of the 4P frameworks (Perjo et al., 2016; Oliveira e Costa et al., 2018), in which also ongoing people engagement and consultation is emphasized not only during the development process but also accompanying delivery cycles or evaluation and monitoring phases (Majamaa et al., 2008; Ng et al., 2013; Kuronen et al., 2010). Consequently, it is argued that the likelihood is increased that the outcome of the planning process could be better adjusted to the needs of the community as within 4P structures, people actors could create planning ideas in collaboration with private developers, planning bureaucrats or land-owners (Kumaraswamy et al., 2015; Marana et al., 2017; Ng et al., 2013; Perjo et al., 2016; Oliveira e Costa et al., 2018). However, this does require that the people have adequate access to relevant information (e.g. about constraints and opportunities) (Marana et al., 2013; Ng et al., 2013). Secondly, a 4P structure could mean for the *public actor* that the decision-making process could gain

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<sup>3</sup>Hodge et al. (2018) have reviewed how different research disciplines have studied the performance of PPPs (ranging from urban planning to project engineering) and they have stated that within some disciplines, emphasis would be laid on "hard" factors such as the contracts involved and the extent to which private finance is used, or on "soft" factors such as the level of trust between the partners involved or collaboration methods.

<sup>4</sup>The existing 4P literature can be divided into focusing on the fields of urban planning and the real-estate industry (Majamaa, 2008; Majamaa et al., 2008; Oliveira e Costa et al., 2018; Perjo et al., 2016), city resilience and post-disaster (infrastructure) reconstruction (Kumaraswamy et al., 2015; Marana et al., 2017; Zhang et al., 2015), infrastructure planning and services (Kumaraswamy et al., 2015; Ng et al., 2013), and energy efficiency and reduction of carbon emissions (Kuronen et al., 2010; Kuronen et al., 2011). Geographically speaking, the focus of these studies has been on (Northern) Europe and the Baltic states (Oliveira e Costa et al., 2018; Perjo et al., 2016), Finland (Kuronen et al., 2010; Kuronen et al., 2011; Majamaa, 2008; Majamaa et al., 2008), South-East Asia (sometimes with a focus on Hong Kong) (Kumaraswamy et al., 2015; Ng et al., 2013; Zhang et al., 2015) or with no specific geographical focus (Marana et al., 2017).

in terms of levels of transparency (via inclusion of the people actor) and political legitimacy and accountability as public engagement could contribute in strengthening the relations between the actors involved (Ng et al., 2013; Perjo et al., 2016). Thirdly, the *public and private actors* could both benefit from an urban development process that is more efficient (as use will be made of the resources and knowledge of the people actor, while at the same time risks will be shared) and via early inclusion of the people actor, chances are that there will be a reduction in future potential protest groups and expensive conflicts (Kumaraswamy et al., 2015; Majamaa et al., 2008; Marana et al., 2017; Ng et al., 2013; Perjo et al., 2016).

However, some 4P scholars have acknowledged that 4Ps also have their downsides, which come mainly down to the fact that another stakeholder group is added to the existing PPP structure, thereby bringing along their own interests and needs. As Kumaraswamy et al. (2015) have argued: “adding participants to the already complex partnerships in PPP raises concerns about even more complex relationships, conflicts, even disputes, hence inefficiencies in negotiation and decision-making processes” (p. 125). Marana et al. (2017) also state that it is difficult to bring together different stakeholder groups because of their different interests. In order to tackle these issues, Kumaraswamy et al. (2015) claim that this requires making use of “effective contracts” at an early stage of the development process, however, thereby failing to outline what makes an effective contract.

Moreover, the 4P literature could be criticized in general for not providing extensive details on the process of how to include the people actor into the 4P structure, nor for providing details on the type of contracts. Zooming further into the position of the people actor, a distinction can be made between those scholars that treat the people actor as being formally (contractually) part of the 4P, and those that do not. Regarding the former, both Kumaraswamy et al. (2015) and Zhang et al. (2015) talk about *formally and contractually* including the “people” into the 4P arrangement (the “4P contract”) together with the private and public actors in an early stage of the development process. They both claim that “the ‘right’ representatives of relevant ‘people’ groups” should be selected and mobilized to take part in the 4P structure (Kumaraswamy et al., 2015, p. 126). However, no details are provided on how this selection is exactly made so it remains unclear whether these representatives are for example democratically elected or not. Moreover, no details are provided regarding the formation and working of a formal 4P contract. In addition, Marana et al. (2017) argue that 4P structures could take *both a formal and informal* form between the public-private-people actors, in which formal arrangements are treated as those including “contracts, memoranda of understanding, mutual aid agreements, cooperation agreements, coordination agreements, operational agreements, and supply agreements” (p. 3). Marana et al. (2017) are clearer on the different types of formal contractual 4P structures. They also argue that representatives of different groups should be included, however, again no information is provided on how these representatives are being found or selected. When looking at the 4P framework that Ng et al. (2013) have designed for infrastructure and service development, it becomes clear that there is a formal and re-active contractual partnership between the public and private actors, and an *informal* and pro-active, *non-contractual* relationship between the people-private and people-public actors. Ng et al. (2013) also advise the introduction of a *third party* to act as a partnership facilitator. Moreover, Kuronen et al. (2010), Majamaa (2008) and Majamaa et al. (2008) argue that for the 4P structure, formal interaction (i.e. “political decision-making and municipalities’ local democracy”)

can take place between the public and people actor, and *informal* interaction (i.e. (daily) direct contact) between the people and private actor (Majamaa et al., 2008, p. 11). In this model, the “people” actor is regarded as being part of the 4P partnership, but is not directly *contractually* bound.

Taking the existing 4P literature together, people actors could be (in)formally included in the “partnership”. Scholars call 4Ps *partnerships*, but in essence it remains rather unclear what the power position of actors, especially the “people” actor, is within this collaboration. A contractual planning instrument that claims to give the “people” actor a more formal status in urban development processes, are Community Benefits Agreements (CBAs) in the United States (US).

#### 2.4 Community Benefits Agreements

In the US, (re)development projects need approval from the local government in the form of permits regarding zoning, environmental impact, building design and density, and in order for a private developer to receive these permits or subsidies, a public approval process is most often required (Gross, 2002). Before a project is executed, a development agreement is drafted, which is the contract between a developer and a local government which outlines the conditions under which a certain development project can take place (Gross, 2002; Janssen-Jansen & Van der Veen, 2016). The local government often negotiates on behalf of the affected stakeholder groups in the project area (i.e. the *community*) with the private developer for public goals (e.g. amenities or social housing) (Figure 2) (Janssen-Jansen & Van der Veen, 2016).

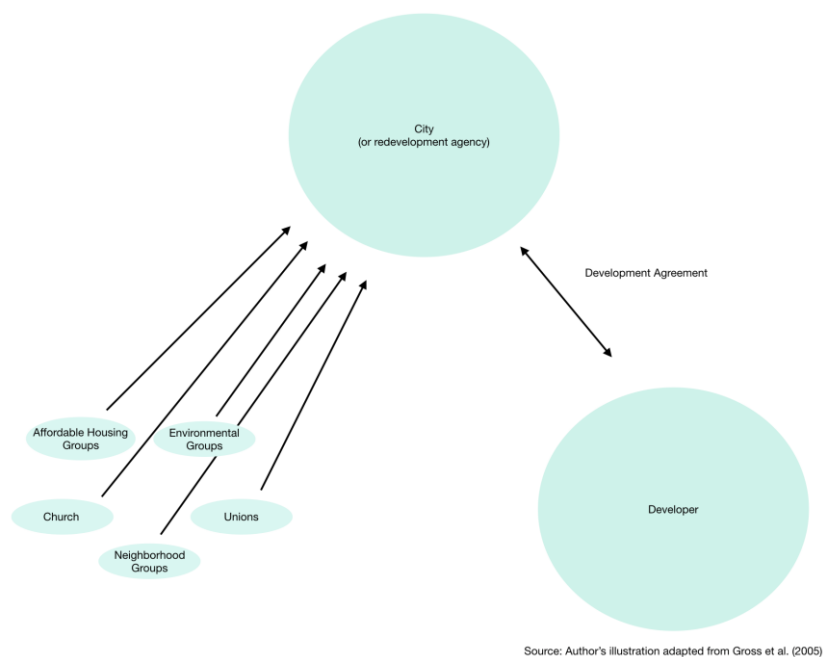


Figure 2: Development Agreements in the United States

Starting towards the end of the 1990s, specific contracts between private developers and community organizations have emerged to manage large urban development projects in the US (Gross, 2002; Gross, 2009). The emergence of this kind of agreements must be viewed in light of the “back to the city” movement (starting in the 1980s) which resulted in a population increase in a number of US cities (Gross, 2002; Sheikh, 2008). Consequently, city governments’ tax revenues

increased and new large-scale development projects (e.g. residential projects, sport stadiums, retail outlets, business parks) led by private developers took place. Driven by disappointing results (e.g. developments instigating gentrification processes), some communities living close to these projects have demanded more involvement within them (Gross, 2002; Sheikh, 2008). It was in this context, starting in California in the US, that contracts between private developers and community organizations developed, labelled “CBAs” (Gross, 2002; Sheikh, 2008).

A CBA is a legally enforceable private contract between a private developer and community organizations (Been, 2010; Salkin, 2007; Wolf-Powers, 2010). A CBA is the outcome of direct negotiations between the private developer’s proposed project and affected community representatives about the terms under which the proposed development can take place (Figure 3) (Been, 2010; Belongie & Silverman, 2018; Gross, 2002). Within the CBA, the private developer commits to providing specific amenities or “benefits” and/or mitigations regarding the proposed project to the local community or neighborhood (Been, 2010; Gross, 2002; Salkin, 2007; Janssen-Jansen & Van der Veen, 2016). In return, the local community agrees to support the project or to not (legally) oppose the development which could slow-down the process (Been, 2010; Janssen-Jansen & Van der Veen, 2016; Salkin, 2007). The negotiations take therefore place before a specific project is approved by the local government (Belong & Silverman, 2018; Gross, 2002). As such, these negotiations between the private developer and the community representatives take place before a certain development agreement is finalized or executed (Gross, 2002). The community representatives stem from a coalition that is formed of local community groups and organizations, which could range from local neighborhood groups, unions, churches to housing and environmental groups (Gross et al., 2005). Different (conflicting) interests could exist between these groups (Janssen-Jansen & Van der Veen, 2016). After the CBA has been negotiated, it can co-exist along with the development agreement (i.e. private CBAs), or it can become part of a development agreement (i.e. public CBAs), although the latter has only happened in a small number of cases (Been, 2010; Gross, 2002; Janssen-Jansen & Van der Veen, 2016; Salkin, 2007).

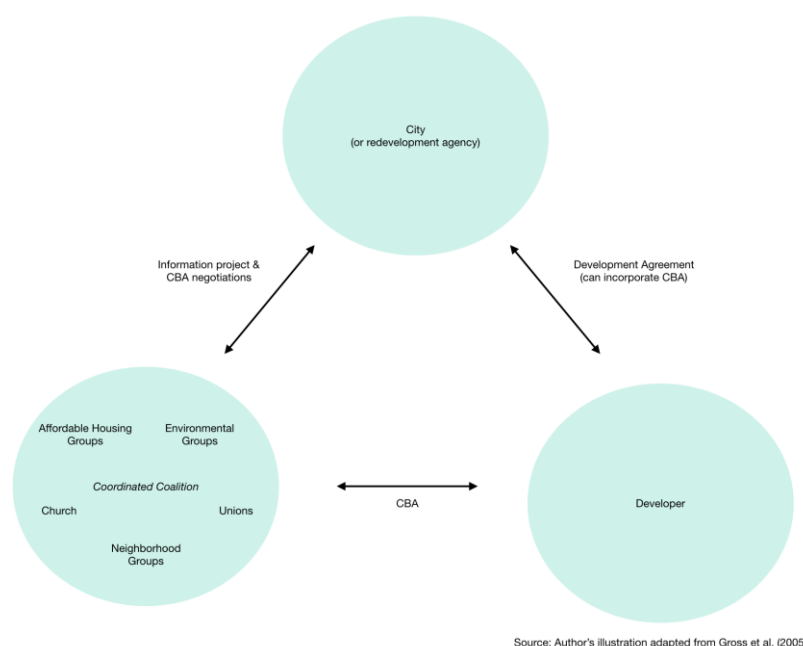


Figure 3: Community Benefits Agreements in the United States

In the CBA context, the role of the local government could be that of a mediator or in assisting the community representatives during the negotiations (Belongie & Silverman, 2018). In some cases, the local government may even suggest the exploration of a potential CBA, but in most instances it is either the private developer or the local community that takes the initiative (Gross, 2007; Salkin, 2007). Similarly, the CBA is signed by community groups and the private developer, but again in some cases local government representatives also sign as witnesses (Been, 2010; Gross, 2002; Janssen-Jansen & Van der Veen, 2016).

As noted before, what the *private developer* is hoping to acquire via a CBA is community support, which it will need in order to receive the necessary permits (e.g. zoning, environmental impact and building permits) and subsidies for the proposed project (Been, 2010). Moreover, CBA's could be used as an instrument by private developers to make it more certain that the project will not be contested legally in court (Been, 2010). For *local communities*, CBAs could offer them an opportunity to negotiate about certain benefits or mitigations regarding the proposed project at a relatively early stage of the planning process compared to the conventional public participation around land-use processes (Been, 2010; Belongie & Silverman, 2018). As such, it could also give communities more "control" in terms of having a say regarding the distribution of certain resources and benefits (Been, 2010). The "benefits" gained via a CBA for the community that the private developer or other entity is supposed to provide, often targeting more vulnerable groups, vary per CBA but common "benefits" involve: a promise to also hire local businesses and residents for the execution of the proposed project, ensuring that a certain share of the newly built housing will be affordable housing, the provision of open spaces or parks, recreational amenities, environmental mitigations (Been, 2010; Belongie & Silverman, 2018; Gross, 2002; 2009; Salkin, 2007). However, the size and extent of these benefits also highly depends on the bargaining skills of the community representatives (Gross, 2002). In addition, what *local governments* could "gain" from CBAs is their ability to bypass some legal constraints on land-use regulations (Been, 2010).

In theory, CBAs adhere to the following values: 1) Inclusiveness and democracy; CBAs could function as tools to collect a wide range of community issues before the project gets governmental approval (Gross, 2002; Janssen-Jansen & Van der Veen, 2016). As CBAs are negotiated directly between community representatives and private developers, participation of communities might become more valuable compared to conventional participation processes (Gross, 2009; Janssen-Jansen & Van der Veen, 2016). 2) Enforceability; as the CBA is a private, legally enforceable contract, the benefits as promised to the community are meant to be legally enforceable<sup>5</sup> (Gross, 2002). 3) Accountability and transparency; CBAs are often published online and therefore the delivery of the promised benefits can be monitored by the CBA actors involved, but also for example by the media (Gross, 2002; Janssen-Jansen & Van der Veen, 2016).

However, in practice, CBAs have experienced a number of difficulties. Firstly, one of the most often heard criticisms is whether the community representatives, that are also negotiating on behalf of a certain community, are truly representable (Been, 2010; De Barbieri, 2016; Salkin & Lavine, 2008).

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<sup>5</sup>The Community Benefits Law Center, a US partnership which aims to build a network for lawyers which could provide legal counselling for community benefits initiatives, also advises CBAs to include mechanisms for noncompliance (e.g. termination of the agreement or liquidated damages) (Beach et al., 2014).

Community representatives are often not elected by the wider community (Been, 2010). In the best case scenario, all interests need to be represented, however, in reality, for example in the case of the New York Atlantic Yards CBA, the eight-headed coalition was criticized for not representing the needs of the Brooklyn community and it was claimed that some of the coalition's members received money from the private developer (De Barbieri, 2016; Salkin & Lavine, 2008; Salkin, 2007). As such, risks exist that private developers "buy off" coalition members to create the impression that the project receives wider support from the community (Been, 2010). This phenomenon has also been called the private developers "divide and conquer" strategy in which they aim to balkanize coalitions so that also the number of community groups (and thereby, interests) will be reduced in the negotiations (Salkin, 2007; Frank, 2009). Moreover, the coalition of community negotiators will probably need resources to finance legal counselling or to get technical support, which might constrain negotiations (Salkin, 2007; Salkin & Lavine, 2008). In this case, the "benefits" gained from a CBA bargain will also highly depend on the community coalition's bargaining skills (Been, 2010). In order to address this issue, templates of model CBAs even exist as to support the negotiation process (Belongie & Silverman, 2018). In addition, CBAs need to be enforced and monitored but that also requires time and energy from (future) community members which could be an obstacle (Salkin, 2007; Salkin & Lavine, 2008). Furthermore, CBAs have been critiqued for addressing issues at a neighborhood level, whereas it has been argued that some issues could and should be better addressed at a higher city level (e.g. affordable housing) (Been, 2010). Moreover, CBAs have also been subjected to misuse by public officials (De Barbieri, 2016; Gross, 2009). Known examples include public officials setting up private entities that have functioned as community representatives during negotiations (Gross, 2009, p. 224). In some cases, because of the language used in the CBA, it is rather unclear what is being promised, or it remains vague what the timeframe of certain promises is and how these will be monitored (Been, 2010).

Although CBAs' "enforceability" value has highly been praised by supporters, CBAs' enforceability has not been tested in court yet (De Barbieri, 2016; Been, 2010; Frank, 2009; Musil, 2012; Salkin, 2007). The legal consequences for a breach of contract are still unclear (Been, 2010). It is questionable how an agreement, which has been made with a number of different community organizations, can be enforced legally (Been, 2010; Frank, 2009; Salkin, 2007). Community coalitions of different community organizations have been advised to all sign the CBA separately, because the CBA might otherwise not be enforceable (according to contract law), also in case the coalition will dissolve<sup>6</sup> (Salkin, 2007). It remains unclear how private developers are able to enforce the CBA against the community coalition and similarly, it remains unclear who within the coalition community has standing to enforce the CBA (Frank, 2009). As CBAs are often also meant to apply to future residents or contractors, special attention needs to be paid in the use of language within the CBA that the regulations will also apply to future users (Salkin, 2007; Salkin & Lavine, 2008).

As CBAs are a relatively new instrument, only a limited number of studies have analyzed the impacts of CBAs on local communities (see for example Janssen-Jansen & Van der Veen, 2016; Saito, 2012;

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<sup>6</sup>Private CBAs (CBA consists along with the development agreement) are more enforceable for community groups than public CBAs (CBA has become part of the development agreement) (Gross, 2002) (see also Figure 3). Whereas in private CBAs, the communities acquire the right to enforce the agreements, in public CBAs, generally speaking, the public stakeholder (for example a redevelopment agency) is the legal unit to enforce the development agreement. Also risks even exist that the public stakeholder will make changes to the development agreement after the project has been approved.

Saito & Truong, 2015). Likewise, what effects CBAs have on economic development policies of local governments is unclear (Been, 2010). In 2009, Wolf-Powers (2010) made an inventory of existing CBAs in the US and she found 27 CBAs in force and nine CBAs that were still in the process of being negotiated. Belongie and Silverman (2018) argue that nowadays, about 30 CBAs have been adopted in the US. Given the increase in popularity of CBAs over the years, it is therefore important to analyze their impacts on the stakeholders involved and larger urban planning processes (Been, 2010).

### 2.5 Problem Statement

Within urban governance, following processes of political and economic decentralization and devolution, not only contractual partnerships between public and private actors have increased, but with the opening up of urban governance to other non-state civil actors new configurations within urban governance have emerged, which have also been regulated by contractual instrument such as contracts or covenants. Examples include the Community Benefits Agreements and Public-Private-People Partnerships. However, what different actors' attitudes are towards CIs and how CIs influence their experiences of participation and redevelopment processes, remains under-explored, especially in the European context. Therefore, more in-depth research is needed on how CIs influence urban redevelopment projects in Europe.



## Chapter 3: Methodology

### 3.1 Research Questions and operationalization

Following the identified research gap, the main research question that this study is addressing is:

#### ***How do contractual instruments in participation processes influence current urban redevelopment projects?***

In order to address this overall research question, two sub-questions have been formulated:

- 1. Why and when do stakeholders (not) make use of a contractual instrument within participation processes? (RQ1)***
- 2. What is the (expected) influence of the contractual instrument with regard to the different stakeholder groups involved? (RQ2)***

Table 1: Definitions of the concepts in the research questions

Concept	Definition
<i>Contractual instruments</i>	Are defined as agreements, specifically in the form of covenants and contracts, which in the case of the current study are concluded between stakeholders as part of redevelopment participation processes. It is moreover important to note that although the concept of “ <i>contractual instrument</i> ” bears a legal connotation, it cannot be presupposed that these types of agreements necessarily have legal value. The Dutch ministry of Justice and Security <sup>7</sup> has defined a covenant as “an agreement of the government with one or more parties aimed at realizing set goals. In a covenant, written agreements are made regarding delivering performances”. A covenant can be regarded as a written promise by the stakeholders who pledge to do or refrain from doing something <sup>8</sup> . Therefore, whereas a covenant could be regarded as a pledge, a contract could be regarded as an agreement. Whereas a contract is enforceable by law, different types of covenants exist of which some are enforceable in court and some are not.
<i>Why and When (RQ1)</i>	As this research centralizes the perspective of the different stakeholders involved in the redevelopment participation process, the “ <i>why and when</i> ” of the use (or not) of a contractual instrument within a redevelopment trajectory, i.e. their “ <i>attitude</i> ” towards contractual instruments, will be dealt with from their perspective. “ <i>Why and when</i> ” has been defined as under what conditions and at what stage of the redevelopment trajectory stakeholder groups would think a contractual instrument has added value or not for themselves or other stakeholder groups. The <b>10 participation norms</b> , which are operationalized below, have been used to explain the “ <i>why and when</i> ” for each stakeholder group.
<i>Influence (RQ2)</i>	Expected or experienced influence the contractual instrument has on the stakeholder groups involved in the redevelopment participation process and the URP at large. The influence is operationalized on the basis of the <b>9 variables</b> (see below).
<i>Influence (Main RQ)</i>	How contractual instruments influence redevelopment projects will be analyzed by focusing on how the <b>10 participation norms</b> and <b>9 variables</b> (are expected to) play out with regard to the stakeholder groups involved in the participation and redevelopment process.
<i>Stakeholders</i>	In this study, the concept of <i>stakeholder</i> is being employed (as opposed to <i>actor</i> ) to show how different groups have an (in)direct interest in and ability to influence redevelopment projects, thereby relying on Freeman’s (1984) definition (originating from the management literature) which states that “a stakeholder in an organization is (by definition) any group or individual who can affect or is affected by the achievement of the organization’s objectives” (p. 46). A distinction

<sup>7</sup>Dutch ministry of Justice and Security. Retrieved from <https://www.kcwj.nl/kennisbank/integraal-afwegingskader-beleiden-regelgeving/6-wat-het-beste-instrument/61-7>

<sup>8</sup>Upcounsel (2019). Retrieved from <https://www.upcounsel.com/difference-between-covenant-and-contract>

	will furthermore be made between those stakeholders belonging to the <i>public</i> (e.g. employees of governmental or municipal institutions), <i>private</i> (private businesses and organizations), and, taken from the 4P literature, <i>people</i> (residents or neighborhood community representatives) stakeholder groups.
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### 3.1.1 Operationalization of the 10 participation norms

Ten participation norms are used to assess the context of participation process in urban redevelopment projects (URP) (RQ1). Before operationalizing these norms, it is important to understand how they originate from Macneil's Relational Contract Theory. Rather than regarding contracts as purely discrete (i.e. contracts are solely seen as an exchange of goods, omitting any aspect of the relations between the parties involved), Macneil (as cited in Van der Veen, 2009) has emphasized how contracts are embedded in social relations, thereby highlighting the importance of relational contexts between the parties involved in shaping contracts. As such, he has defined contracts as the "relations among people who have exchanged, are exchanging, or expect to be exchanging in the future" (as cited in Ivens & Blois, 2004, p. 242). What appears from this definition is that a contract already outlines *norms of behavior* which are expected by a certain society. Following Macneil, there are *10 norms* (nonhierarchical) that belong to all contracts, which have been described as "a principle of right action binding upon the members of a group and serving to guide, control, or regulate proper and acceptable behavior" (Van der Veen, 2009, p. 52).

Van der Veen (2018) has argued that participation processes could be seen as a social contract (i.e. contract including public goals such as social housing or local hiring) between the different stakeholder groups involved for instance in an URP. Therefore, these norms could be used as an analysis tool for participation processes. Consequently, these norms have been adapted by Van der Veen (2018) into the so-called *10 participation norms*, which are operationalized in Table 2. Insights into how these norms play out in practice in participation process will shed light on stakeholders' attitudes.

Table 2: Definitions of the 10 participation norms

10 participation norms	Description
Norm 1: Reliance and Expectations	This norm deals with the <i>participation history</i> , meaning that attention is being paid to the previous experiences of participants* in regard to the participation process. Also in regard to whether promises that have been made earlier by initiators** of participation processes have been honored or not. The underlying thought is that these experiences will affect participant's attitude toward the current participation process and larger URP. Participants' previous experiences with other URPs could also influence their attitude.
Norm 2: Role Integrity	This norm deals with the different roles stakeholder*** groups have within the participation process. Attention is paid to whether participants have clarity in what their role in the participation process is and whether they are satisfied with this role. Moreover, attention is paid to whether participants have clarity in other stakeholder group's roles (including tasks and responsibilities) in the participation process.
Norm 3: Reciprocity	This norm deals with whether there are mutual gains for the different stakeholder groups involved in the participation process. That means whether different stakeholder groups, participants or initiators, have something to "gain" from the participation process and have something to offer each other.
Norm 4: Balanced Planning	This norm deals with that within the planning and design of the participation process and larger redevelopment project, attention is paid to honor the agendas and preferences (e.g. organizing participation meetings during the day or night, or creating a longer less-intense

	participation process or a short dense trajectory) of the stakeholders involved in the participation process. Moreover, attention is paid to whether this includes a transparent planning.
Norm 5: Flexibility	This norm deals with whether the participation process could be adjusted to changing circumstances or when new insights have emerged.
Norm 6: Distribution and Creation of Means	This norm deals with whether participants in the participation process are granted access to (in)tangible resources (e.g. knowledge, money, physical space to gather) to be able to participate in the participation process.
Norm 7: Harmonization with Local Culture	This norm deals with to what extent the participation process corresponds with the local culture of the participants in the process. Local culture in this sense specifically refers to, for example, whether within the participation process, a formal or informal tone is used in the communication or whether or not food is served during participation meetings.
Norm 8: Creation and Restraint of Power	This norm deals with whether clarity and satisfaction exist in regard to how participants could (not) influence the URP and with regard to what subjects. Restraint of power refers to that not one participant stakeholder group's voice is dominating the participation process.
Norm 9: Project Solidarity	This norm deals with the extent to which participants have obtained a feeling of ownership in regard to the participation process and whether they feel they have an interest in the process and feel motivated to help other participants in the execution of their tasks within the participation process.
Norm 10: Ongoing Consent	This norm deals with whether within the participation process, there are multiple opportunities for participants to express their opinions or to say yes or no to the proposed plans.

\*refers to people and/or private stakeholders participating in participation processes of redevelopment projects.

\*\*refers to public and/or private stakeholders that initiate participation processes in redevelopment projects.

\*\*\*\*refers to the public, private and people stakeholders involved in the participation process and larger redevelopment project.

Source: Van der Veen (2018)

### 3.1.2 Operationalization of the 9 variables

As outlined in Chapter 2, the Community Benefits Agreements (CBA) and Public-Private-People Partnerships (4P) literature have argued that CBAs and 4Ps differ from conventional (participation) URP processes as they promise to enhance or diminish certain impacts related to participation processes and the larger URP. These “impacts” have been distilled by the author and have been turned into *9 variables* (Table 3) that have been used to analyze what the (expected) influence of the contractual instrument (CI) is on the participation process and larger URP for the different stakeholder groups involved, thereby addressing RQ2.

Table 3: Definitions of the 9 variables

9 Variables	Description*	Taken from:
Level of support	This variable deals with the extent to which stakeholders** support the course and design of the participation process and the larger plans for the redevelopment project.	CBA
Inclusivity	This variable deals with the extent to which stakeholder groups are included - meaning that they are being able and motivated to participate - in the participation process of the redevelopment trajectory. When dealing with a representation of certain stakeholder groups, this variable moreover looks at how (i.e. relative size and representation procedure) this stakeholder group is represented.	CBA; 4P
Transparency	This variable deals with the extent to which transparency exist in regard to decision-making processes at different levels (e.g. project or municipal level) around the redevelopment project; in regard to the planning of the participation process and larger redevelopment project; in regard to whether clarity exists in the roles and responsibilities of different stakeholder groups involved in the redevelopment project.	CBA; 4P

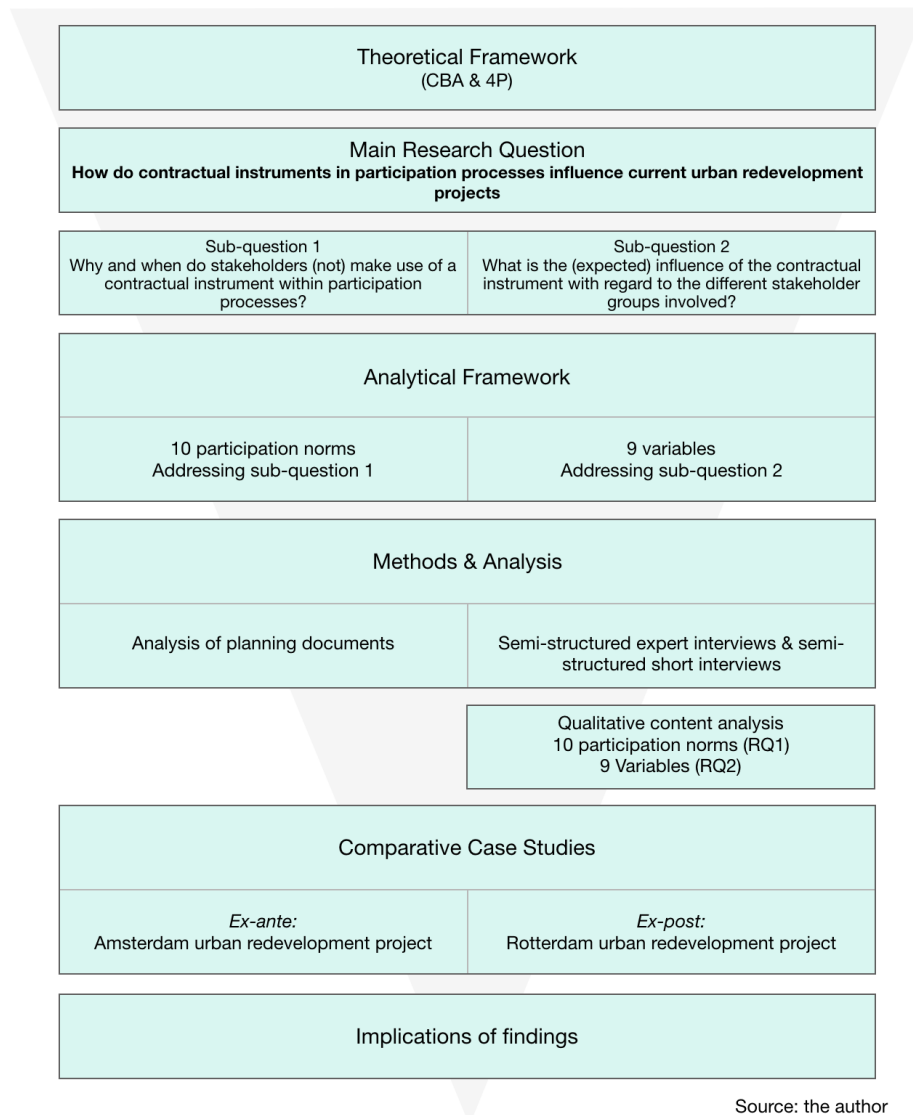
Enforceability	This variable deals with the degree to which agreements made between stakeholder groups involved in the participation process are enforceable, possibly legally enforceable.	CBA
Efficiency	This variable deals with the extent to which the redevelopment project and participation process is able to be cost- or time-effective. This variable also deals with shortening the temporal gap between the planning and implementation phases of the project.	CBA; 4P
Level of conflict	This variable deals with the degree to which conflictual relations exists (e.g. stakeholder groups hampering each other in the fulfillment of their tasks) between the stakeholders involved in the participation process and larger redevelopment project.	CBA; 4P
Adjustment to local context	This variable deals with the extent to which the (to be created) facilities, amenities or services as part of the redevelopment project suit the wishes and needs of the participants in the participation process.	4P
Knowledge exchange	This variable deals with the extent to which (different) stakeholder(s) (groups) are exchanging and making use of each other's expertise within the participation and larger redevelopment process.	4P
Accountability	This variable deals with the degree to which stakeholders are being able to hold each other accountable for the promises made and agreements that were (possibly legally) concluded within the participation process. Moreover, this variable also deals with how different stakeholders <i>perceive</i> each other, for example with regard to trustworthiness, taking each other "seriously" or seeing each other as "equal" partners".	CBA; 4P

\*Note: no hierarchy exists between these variables.

\*\*refers to the public, private and people stakeholders involved in the participation process and larger redevelopment project.

### 3.2 Research Design

In order to address these research questions, this study combines elements of both explanatory, i.e. addressing the *why-question* as is being done in RQ1 and RQ2 as it is being researched why stakeholders would make certain arguments, and exploratory research, i.e. addressing the *what-question*, which is being done in RQ2 (Neuman, 2011). As emphasized in Chapter 2, studies analyzing the impacts of contractual instruments (CI) on URPs and the stakeholder groups involved, are limited. See Figure 4 for the different process steps involved in this study.



Source: the author

Figure 4: Research Design

### 3.3 Comparative Case Studies

This research is adopting a comparative case study analysis, which allows, following Yin (2009), to analyze the contextual conditions of each case. In order to analyze these contextual conditions of the *why*, *when*, *what*, and *how* of CIs, use is being made of an *ex-ante case study*, in which no CI exists (at the moment of conducting empirical data collection) between the different stakeholder groups that are part of the participation process, and an *ex-post case*, in which a CI has been in place as part of the participation process of the URP. The ex-ante case study is integrated with the R-LINK<sup>9</sup> Research Consortium<sup>10</sup>, and sub-research cluster which researches the larger participation trajectory of the ex-ante case. As there was no use of a CI in the *ex-ante* case, the stakeholders were able to reflect on their *attitudes* and *expectations* about the potential use of a CI. In contrast, in the ex-post

<sup>9</sup>R-LINK: Redressing Long-term societal challenges through space for Incremental urban development, small-scale and bottom-up initiatives to produce New Knowledge for vital and inclusive urban regions. <http://rlink.tertium.nl/r-link/>

<sup>10</sup>The Consortium brings together researchers and practitioners in the field of urban development, citizenship, urban planning and governance, law and psychology. The overall research question is: "How can strategic urban ambitions and spatial and societal challenges be realized while concurrently pursuing community-linked incremental urban development through new alliances? How do new bottom-up initiatives of citizens and alliances of citizens and the community connect with the strategic planning of cities on topics such as accessibility, urban vitality or sustainability?"

case, stakeholders were able to reflect on both their *attitudes* and *expectations* before a CI was installed as part of the participation process, and their *attitudes* and *experiences* with the working of the CI. By making use of an *ex-ante* case, stakeholders are *in-situ* able to reflect on their attitudes and expectations of a CI, paying attention to contextual conditions that are important for them, instead of reflecting back on these in hindsight.

Because of this *ex-ante* and *ex-post* case study design, two cases within the same country, i.e. the Netherlands, were chosen: an URP in Amsterdam (*ex-ante*) and in Rotterdam (*ex-post*), in order to keep the national framework variable constant, for example with regard to national governance structures, political and legal systems, which enabled the analysis of the *expectations* of the stakeholders in the *ex-ante* case in relation to the *expectations* and *experiences* of the stakeholders in the *ex-post* case.

The URPs in Amsterdam and Rotterdam were chosen as they complied with the characteristics in Table 4.

Table 4: Characteristics of the case studies

Characteristics of Amsterdam and Rotterdam case studies	
1	Intra-national empirical comparison: two URPs within the same country.
2	Corresponding stakeholder groups in the sense that in both cases, public, private and people stakeholder groups are involved in the redevelopment processes. The biggest difference is that in the Rotterdam case a private developer is involved in the URP, and in the Amsterdam case not (yet).
3	Both case studies are large-scale URPs for Dutch standards, not only by looking at the geographical areas that are being covered (both are approximately between 150.000 and 350.000m <sup>2</sup> ) but also by looking at the economical, infrastructural and social implications these projects have for the respective cities.
4	In both cases there is mixed use of the land (public-, commercial- and residential-uses). In the Amsterdam case there is no residential use yet but it is expected that this will be included into the future zoning plan.
5	In both cases there is no land-use* plan in place yet.
6	Both are waterfront URPs.
7	The initiators of the use (Rotterdam) or possible exploration (Amsterdam) of a CI are different: in Rotterdam the initiative originates bottom-up from the people stakeholder group, and in Amsterdam the initiative for exploration was taken top-down by a public stakeholder.

\*In Dutch called a “bestemmingsplan” which translates to a land-use plan, zoning plan or development agreement (as outlined in the Community Benefits Literature). In this study, the term “land-use plan” is used.

### 3.4 Methods and data Collection

Two types of qualitative research methods were employed in this research in both cases: 1) Analysis of planning documents which were related to the case studies; 2) Semi-structured interviews. Before delving deeper into the methods used, the sampling method will be outlined.

#### 3.4.1 Sampling and scope

In both cases, representatives from the public, private and people stakeholder groups were invited for an interview. Stakeholders were found via snowball sampling and emailed an invitation letter along with the corresponding information letter and informed consent to participate in a face to face or telephone interview. In Amsterdam, because the research is integrated with the larger R-LINK research, an interview invitation letter moreover featured on the website and Facebook page of the managing public stakeholder at the project area (see Table 5). Some email addresses to invite

interviewees from the people stakeholder group in Amsterdam were retrieved via a *participation-list* of the managing public stakeholder at the project area because they had organized participation meetings before and had acquired these addresses as such.

Moreover, in the context of the larger R-LINK research, individuals from the people stakeholder group were approached near the local supermarket in the residential area adjacent to the project area in order to reach out to the type of interviewees that were not responding or were not reached via the email, website or Facebook invitations. In the sampling of interviewees at the local supermarket, special attention was paid to non-white interviewees and that they had different genders and ages (especially below 25 years old).

In the Amsterdam case, empirical data was collected in the period July-September 2018 and as URPs are subject to change, information and additional data collected from May 2018 up until the end of September 2018 is considered in this study. Furthermore, in Rotterdam, empirical data was collected in January 2019 and this study will include information and data collected in the period November 2018 to the end of January 2019.

### 3.4.2 Semi-structured interviews

In preparation for the interviews, an interview guideline was created in which the first part would cover the *10 participation norms* (RQ1), and the second part the *9 variables* (RQ2) (see Appendix 2 for the interview guidelines). The guideline for the ex-post case differed from the ex-ante case in the sense that questions were formulated as to enquire about *experiences* of the working of the CI. Because the ex-ante case is integrated with the larger R-LINK research, researching the overall participation process of the Amsterdam URP, the number of interviewees is higher for Amsterdam than for Rotterdam. Both case studies involved long expert interviews ( $\pm 60$  min): 61 semi-structured expert interviews (65 interviewees) were conducted in Amsterdam, and 8 semi-structured interviews were conducted in the Rotterdam project (see Table 5). Interviews in Amsterdam took place face to face or via telephone, and in Rotterdam all interviews took place via telephone.

Table 5: Expert interviews of ex-ante and ex-post case studies

Stakeholder group*	Number of interviews ex-ante (Amsterdam)	Number of interviews ex-post (Rotterdam)
Public	7	2
Private	24	3
People	20	3
Total number of expert interviews**	61	8

\*Stakeholder groups divided roughly between public, private and people stakeholders. Tables 6 (section 4.2.1) and 7 (section 4.3.1) show a more detailed overview of the stakeholder groups involved in both cases.

\*\*Discrepancy in the number of interviews in both cases can be explained by the ex-ante case being integrated with the larger R-LINK Research.

In the context of the larger R-LINK research, 100 short semi-structured interviews (between 10-15 min) were conducted near the local supermarket in the residential area adjacent to the project area. This interview guideline was significantly shorter than the one for the expert interviews and focused on people interviewees living in the area. Its aim was to acquire an understanding of interviewees'

attitude towards the URP and accompanying participation trajectory, and the potential use of a CI as part of the participation process. See Appendix 2 for the short interview guideline.

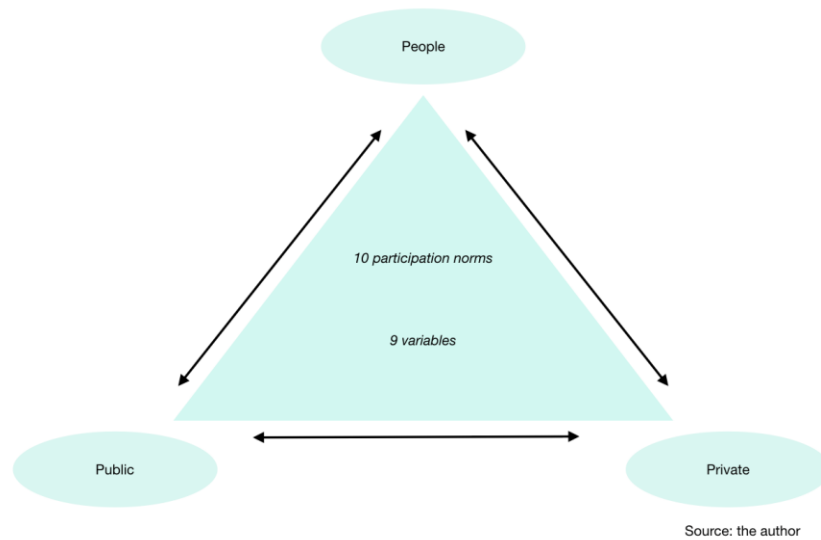


Figure 5: Analysis grid of the data

### 3.5 Analyses, synthesis and interpretation of the data

The semi-structured interviews were transcribed verbatim and this data was analyzed via qualitative content analysis (Bhattacharjee, 2012) by using Microsoft Excel. The data collected in regard to the short semi-structured interviews in Amsterdam was used to complement the data obtained via the expert semi-structured people interviews. In the analysis process, first the attitudes of stakeholders in regard to the “*why and when*” (RQ1) concerning CIs were analyzed by using the *10 participation norms*, followed by the expected or experienced influence the CI has on the stakeholders involved in the URP participation process, using the *9 variables* (Figures 5 and 6). Through four cycles of iterative axial coding (Bhattacharjee, 2012; Neuman, 2011; Saldana, 2009), by (re)categorizing and (re)grouping the data, patterns in the data were identified as codes could be clustered for their similarities under larger categories. Eventually, overlapping themes emerged for both cases, which have been used to organize the results and which are presented in Chapter 4.

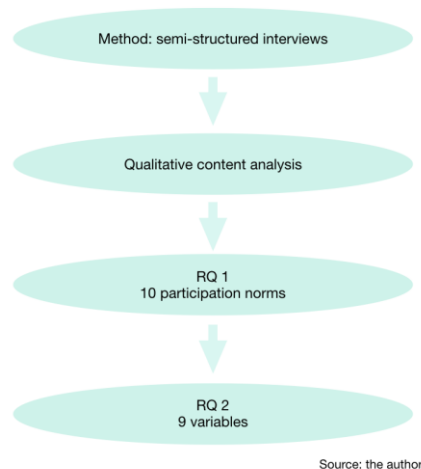


Figure 6: Analysis steps



### 3.6 Methodological limitations

It is important to highlight that because this study contains explorative elements and makes use of a limited number of ex-ante and ex-post case studies, this study has not aimed to establish causal relations between the use of CIs and how they influence the attitudes, expectations and experiences of stakeholder groups. Instead, following Yin (2009), this study sheds light on the *why, when, what* and *how* of CIs in different contexts. Related to this is that in the presentation of the findings (Chapter 4), it is important to note that when a CI is *expected to influence* the URP in a certain way in the ex-ante case (following the 9 variables), this does not mean that it will turn out precisely as *experienced* in the ex-post case. Therefore, in order to be able to compare contextual conditions in the cases chosen, an intra-national comparison was executed to keep certain variables stable as explained before.

After the ex-ante and ex-post comparative case study design was chosen, it was expected that for the ex-ante case, the decision would have been made on whether a CI would be used or not as part of the participation process, and that this decision would fall within the time-frame of data collection of this study. However, before the empirical data collection process started, in July 2018 a significant contextual event in the ex-ante case, which will be outlined in Chapter 4, has delayed the redevelopment planning, which has also been of influence on the attitudes of the interviewees. Consequently, this study has not been able to reflect on the implications of any decision around (not) using a CI in the ex-ante case.

Before the empirical data collection started, the *Transparency* variable was operationalized by solely focusing on transparency in regard to the decision-making processes at different levels (e.g. project or municipal level). During the data collection of the ex-ante case, it appeared to be the case that stakeholders would also define *Transparency* as the planning process of the participation trajectory being transparent or transparency as clarity in the roles and responsibilities of different stakeholder groups involved. Therefore, the operationalization of this variable was adjusted during the data collection process. Also the *Accountability* variable was operationalized as more encompassing than its use in the CBA and 4P literature. Whereas in the literature, *Accountability* does merely deal with stakeholders holding each other accountable for the promises and agreements made, this study broadened its definition by also including how different stakeholders *perceive each other*, for instance in regard to trustworthiness or taking each other “seriously”.

## Chapter 4: Empirical Analysis

### 4.1 The role of participation in redevelopment projects in the Netherlands

In the Netherlands, the political system of decision-making is based on a multi-party consensus model, which is characterized by “a corporatist negotiation culture based on compromise and cooperation” (Uitermark as cited in Kovacs et al., 2019, p. 136; Van Ostaaijen, 2010). Urban policy making is focused on both neoliberal city competition and targeting socio-spatial inequalities, and is executed at three levels of government: state, provinces and municipalities (Kovacs et al., 2019).

The way affected communities could influence spatial (re)development projects, is the responsibility of and organized at the provincial and especially the municipal level<sup>11</sup>. Multiple official stages and accompanying decisions<sup>12</sup> must be followed<sup>13</sup>. For each phase or decision, different types of participation for the affected communities are possible, ranging from *inspraak* (i.e. express ideas or view to the local governing body (e.g. at the municipal level: municipal council, college of aldermen)), *bezwaar* (i.e. handing in a “notice of objection” to the concerning governing body), or *beroep* (i.e. “notice of appeal” is handed in at the Council of State). Often, participation meetings are also organized around these decisions<sup>14</sup>.

A new *Environment and Planning Act*<sup>15</sup> will be enforced, starting in 2021, in which the Dutch government wants to combine and simplify the regulations for spatial projects. It is envisioned that regulations around participation for spatial (re)development projects will be adjusted, for example, legally speaking the competent authority, when using different legal instruments that fall under the new act, will have to specify 1) *how* they will include citizens, companies, civil society organizations, and other administrative bodies, and 2) *what the results are*.

### 4.2 Amsterdam: ex-ante case

#### 4.2.1 Context Amsterdam

In Amsterdam, spatial (re)development projects are to follow the *2017 Spatial planning and decision-making process plan for urban development projects*, covering four development phases. Each phase contains (broad) guidelines for participation. The mayor and aldermen, and the municipal council are involved in the decision-making processes attached to these phases. Until 2010, the municipal council was dominated by the labor party, followed by the social-liberal party (2014) and green party (2018).

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<sup>11</sup><https://www.rijksoverheid.nl/onderwerpen/ruimtelijke-ordering-en-gebiedsontwikkeling/gebiedsontwikkeling>

<sup>12</sup>consecutively these are the *Structuurvisie*, *Ruimtelijk Plan* or *Tracébesluit*; *Bestemmingsplan* or *Inpassingsplan*; *Omgevingsvergunning*

<sup>13</sup><https://www.rijksoverheid.nl/binaries/rijksoverheid/documenten/brochures/2016/01/01/ruimtelijke-ontwikkelingen-in-nederland-wat-kan-ik-doen/dnrok-d-nl-infoheft-nl-niederlandisches-recht.pdf>

<sup>14</sup><https://www.rijksoverheid.nl/binaries/rijksoverheid/documenten/brochures/2016/01/01/ruimtelijke-ontwikkelingen-in-nederland-wat-kan-ik-doen/dnrok-d-nl-infoheft-nl-niederlandisches-recht.pdf>

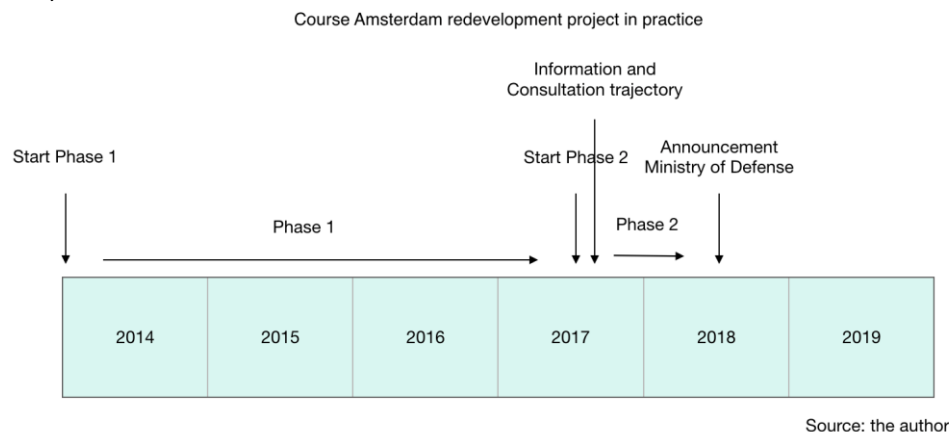
<sup>15</sup><https://aandeslagmetdeomgevingswet.nl/thema/inspiratiegids/participatie-wet/>

The governance structure of the Amsterdam urban redevelopment project (URP) is the following (see Figure 7): The Dutch government is the current owner of the URP land and the municipality of Amsterdam is the intended future buyer. Currently, a managing public project bureau (which will be called “managing public stakeholder” in the remainder of this study) is in charge of managing the operation of the URP on the ground, supervised by a steering committee comprised of representatives of the Dutch government (i.e. Ministry of the Interior and Kingdom Relations and Ministry of Defense) and municipality of Amsterdam. The project area has been a navy area for centuries but in 2011 the Ministry of Defense decided to vacate the area gradually. In 2015, part of the project area was made publicly accessible and it was intended that the Ministry of Defense would vacate the project area before July 2018. However, in June 2018 they announced that they intended to stay on a larger part of the project area because of security reasons. As a consequence, negotiations have been taking place between representatives of the Dutch government and the municipality of Amsterdam to discuss the consequences of this move, which has resulted that the planning and decision-making process has been postponed. Figure 8 shows the development phases of the URP and important events that have affected the URP.



Figure 7: Governance structure (top) and Geographical map (bottom) with location of stakeholder groups

For the URP, an iterative development approach has been chosen. All developments that have taken place and which are currently taking place in this URP are temporary, however, they serve as a guideline for the future long-term development of this project. The URP is now being developed without a zoning plan and it is unclear when a zoning plan will be designed. The URP area currently hosts temporary tenants (selected by the managing public stakeholder) in the form of (sustainable) innovative, technology and creative industry companies. No residential units have been built yet but the URP will be developed for mixed use in the future. Around the URP, different residential neighborhoods and other private businesses are located with which collaborations have taken place. Zooming more into the neighborhoods adjacent to the URP and in which the short semi-structured interviews were conducted, about 13.500 people are living in these neighborhoods (2018) (in comparison to the total of Amsterdam in 2018: 854.316)<sup>16</sup>. Moreover, the share of social housing (56%) is high in comparison to the larger Center District of Amsterdam in 2018 (32%)<sup>17</sup>. Moreover, in 2018, the share of residents with a non-Western migration background (24%) is higher than the larger Center District of Amsterdam (16%), however, not larger than the Amsterdam city wide average (36%)<sup>18</sup>.



Source: the author

#### Guidelines spatial (re)development projects in Amsterdam

<p><b>Phase 1: Exploration phase</b>  Aim: this phase determines the desirability, possibilities and direction of the spatial development of the area.  Duration: about 22 weeks</p>
<p><b>Phase 2: Feasibility phase</b>  Aim: this phase aims to further define the feasibility of the project and document this in a project memorandum and corresponding project decision.  Duration: 6-12 months</p>
<p><b>Phase 3: Development phase</b>  Aim: this phase will be concluded with an investment decision containing agreements on the design, programme and the resources.  Duration: 6-12 months</p>
<p><b>Phase 4: Execution phase</b>  Aim: execution of the plans.  Duration: 1-10 years</p>

Source: Author's illustration adapted from Plaberum Amsterdam (2017)

<sup>16</sup><https://www.ois.amsterdam.nl>

<sup>17</sup><https://data.amsterdam.nl>

<sup>18</sup><https://data.amsterdam.nl>

Figure 8: Course Amsterdam redevelopment project in practice versus guidelines spatial (re)development projects in Amsterdam

The Managing public stakeholder is the initiator of the exploration of a contractual instrument. The execution of the participation process around this URP has been done by the municipality of Amsterdam and the managing public stakeholder. Seven stakeholder groups were targeted in this research (Table 6): 1) managing public stakeholder; 2) private businesses that are based at the URP; 3) private businesses around the project area; 4) advising businesses to the managing public stakeholder; 5) municipality of Amsterdam; 6) residents in neighborhoods living close to the URP; 7) Ministry of Defense. Table 6 below shows more details of the interviewed stakeholder groups.

Table 6: Stakeholder Groups ex-ante case study - Amsterdam

<i>Stakeholder groups</i>	<i>Can be subdivided in</i>	<i>Stakeholder category</i>	<i>Abbreviation</i>	<i>Number of interviews</i>	<i>Type of interviewees</i>
Managing Public stakeholder		Public	APUB_1	2	Management and project management
Private businesses based at the project area		Private	APRI_1	25	Management
Private businesses based around the project area		Private	APRI_2	7	Management
Advising businesses to the Managing public stakeholder		Private	APRI_3	2	Management
Municipality of Amsterdam	Environment and Economy	Public	APUB_2.1	2	Civil servants & steering group
	Center District	Public	APUB_2.2	2	Civil servants & steering group
Residents	Unorganized	People	APEO_1	14	Neighborhood residents
	Organized	People	APEO_2	6	Neighborhood residents
	Fieldwork	People	APEO_3	100	Neighborhood residents
Ministry of Defense		Public	APUB_3	1	Management

#### 4.2.2 Qualitative data analysis results: Amsterdam

In this section, the analysis of the empirical data will be presented, following the 4 themes which emerged during the analysis process: 1) *(A)symmetrical power positions*, 2) *Flexibility of contractual instrument*, 3) *Reciprocity* and 4) *Symbolic vs. legal value of contractual instrument*. The results are structured in the following way: firstly, the findings regarding research question 1 (RQ1) are presented, followed by the findings of research question 2 (RQ2).

#### **Theme 1: (A)symmetrical power positions**

##### **Why and when (RQ1):**

A condition for whether a CI could be of added value in the URP, which was especially emphasized by representatives of the managing public stakeholder (APUB\_1), businesses (APRI\_1) and organized residents (APEO\_2), is that there should not be one stakeholder group acting as a driving force

behind the CI (*Norm 8: creation and restraint of power*). It was even argued that an independent party could set-up a contract to ensure that not one stakeholder group's interests would dominate in the CI (Managing public stakeholder (APUB\_1); organized residents (APEO\_2)).

*"You have to assume that all parties have a similar weight in terms of voting rights I think."* - Representative of the organized residents (APEO\_2).

When zooming into the question of the representation of the different stakeholder groups in a CI, especially the public stakeholder groups (Managing public stakeholder (APUB\_1); Municipality of Amsterdam (APUB\_2.1; APUB\_2.2)) and the organized residents (APEO\_2) have stressed that stakeholder groups are never homogenous and therefore in a process leading up to a CI special attention needs to be paid to representations of constituencies (*Norm 2: Role Integrity*).

*"You have to organize yourself as a neighborhood. Otherwise, there will be 10 different voices coming from the neighborhood. (...) If you do not unite yourselves as a neighborhood you will also have less influence"* -representative of the organized residents (APEO\_2).

In line with this issue is that in case there would be negotiations leading up to a CI, special attention needs to be given to residents as they are not at the same power level (Chapter 2) as other stakeholder groups (Municipality (APUB\_2.2)) (*Norm 6: distribution and creation of means*).

However, it was also argued that a CI would be redundant as it was stated that the influence of different stakeholders on the URP was already guaranteed (Advising stakeholder (APRI\_3)), and especially some businesses (APRI\_1) were concerned that residents, who are in their eyes only indirectly involved because no residents are living at the project area, would gain too much influence over the URP via a CI (*Norm 8: Creation and Restraint of Power*).

*"A contract could work for smaller projects, for example when there is a brownfield development project in which citizens are not being included at all in the development process. (...) For this redevelopment project, different stakeholder groups are already adequately included in the redevelopment process"* -Representative of the advising stakeholder (APRI\_3).

Similarly, some residents (APEO\_1) were apprehensive in terms of what consequences a CI would have for their participation rights (such as not wanting to give up their protest rights).

#### **What influence (RQ2):**

Especially the unorganized (APEO\_1) and organized (APEO\_2) resident stakeholder groups have argued that their level of support for the URP could be enhanced with the use of a CI as it could give people a feeling that they have a "*share*" within the URP process, provided that already in the process leading up to a CI the asymmetrical relations between the different stakeholder groups are addressed (*Level of Support*).

*"Within the contract it should be stated that the parties have an equivalent position, not that one party will be heard [only]"* -Representative of the organized residents (APEO\_2).

Moreover, these resident stakeholder groups have argued that the inclusivity of the residents could be enhanced in the participation process on condition that with the use of a CI the different stakeholder groups are granted an “equal voice” (e.g. stakeholder groups having equal voting rights) and that it will be clear what will be done with the input the residents will provide in the participation process so that no pro-forma participation will take place (*Inclusivity; Transparency*).

## **Theme 2: Flexibility of contractual instrument**

### **Why and when (RQ1):**

Interviewees mainly from the business sectors (APRI\_1; APRI\_2) have argued that because of ever-changing contexts, such as whether there will be a left or right-wing municipality, economic crisis, or external economic incentive through which a company is able to become twice as big, it is not feasible to capture temporal contexts within a contract (*Norm 5: Flexibility; Norm 4: balanced planning*). Moreover, it was argued that the iterative development approach that has been chosen for this URP does not match with making agreements within a CI, for example:

*“It’s possible you will secure issues within the contract which will not apply after a while, which could especially be the case in this case study context”* -representative of the businesses (APRI\_2).

Indeed, especially some business (APRI\_1) interviewees have stressed that they do not want to commit to agreements or responsibilities that could be included in the CI which, for example, would surpass two years time, as changing local contexts might affect their businesses through which they might not be able to live up to the commitments made within a CI.

This could also explain why specifically representatives from the business stakeholder groups (APRI\_1; APRI\_2) were opposed to using the term “contract” to mark collaborations because of its connotation, which was associated with “rules”, “solidity”, “inhibiting progress” or “administration” and which would not fit this URP (*Norm 5: Flexibility; Norm 4: balanced planning*).

*“I would never call it a contract because it would suggest that you would solidify something, which doesn’t work with redevelopment projects”* -representative of the businesses (APRI\_2).

Moreover, a CI could even have a counterproductive effect:

*“The moment you will introduce rules, (...) people will become unbelievably recalcitrant and will see how they can circumvent those rules. A contract feels restricted”* - representative of the businesses (APRI\_1).

Similarly, representatives of other businesses (APRI\_1), the municipality of Amsterdam (APUB\_2.1), residents (APEO\_1; APEO\_2), the Ministry of Defense (APUB\_3), and the managing public stakeholder (APUB\_1) have also acknowledged that contexts are changeable, also in regard to URPs. However, they argued that in order for a CI to have added value in practice, it should be flexible in nature, meaning that a contract would have to be updated in order to respond to the changed

circumstances (*Norm 5: Flexibility; Norm 4: balanced planning*). A municipality of Amsterdam representative (APUB\_2.1) has even suggested that different contracts could apply to different URP phases, involving different stakeholder groups that are relevant for each different phase, in order to fit the local context and to address conflictual interests between stakeholder groups.

The contract could be “a ‘growth document’ which continues to be developed when the situation of the [project area] would change” -representative of the Ministry of Defense (APUB\_3).

“Within a contract there are always disclaimers and escapes. When you are developing iteratively, things are not set in stone. Every year you will have to recalibrate the contract” - representative of the organized residents (APEO\_2).

As such, it was acknowledged that people change their minds, also as a consequence of responding to changed contexts, and for a CI to have added value it should be able to respond to the changed attitudes of the stakeholder groups involved (*Norm 10: Ongoing Consent*).

#### **What influence (RQ2):**

In terms of whether the level of support for the URP is maintained will depend on how the process will be monitored, important in that sense is also whether a CI will be updated or will be flexible in nature in order to fit the local context as remarked by representatives of the businesses (PRI\_1), the municipality (APUB\_2.1), residents (APEO\_1; APEO\_2), the Ministry of Defense (APUB\_3), and the managing public (APUB\_1) stakeholder groups (*Level of Support; Adjustment to Local Context*).

Moreover, as the aforementioned stakeholder groups have emphasized how a CI should be recalibrated from time to time to respond to changing (local) contexts, they have thereby also addressed how a CI could work efficiently in practice, which is also reflected in the following statement (*Efficiency; Adjustment to Local Context*):

“In one way or another the contract should be made dynamic (...) in time, otherwise it will work against us. We will be kept at agreements which we made 10 years ago while we all know the situation has changed since then” -Representative of the organized residents (APEO\_2).

### **Theme 3: Reciprocity within contractual instrument**

#### **Why and when (RQ1):**

The managing public stakeholder (APUB\_1) has claimed that a CI could be of added value if it would go beyond stakeholders being in conversation with one another but that a move could take place towards different stakeholder groups working together on common goals and activities, thereby focusing on what they could mean for each other in terms of resources (e.g. making use of each others' network or facilities, expertise or labor) (*Norm 3: Reciprocity; Norm 9: Project Solidarity*). A CI could aid in clarifying roles of different stakeholder groups which could facilitate reciprocal



relationships (managing public stakeholder (APUB\_1); businesses (APRI\_1); organized residents (APEO\_2)) (*Norm 2: Role Integrity; Norm 3: Reciprocity*)<sup>19</sup>.

The unorganized (APEO\_1) and especially the organized (APEO\_2) residents have expressed that within the participation process, there has been a lack of feedback regarding what has been done with the input they have provided as participants (*Norm 1: Reliance and Expectations; Norm 4: Balanced Planning; Norm 8: Creation and Restraint of Power*):

*Now you always have to exert influence [on the decision-making process] via the municipal council, or via political parties or via the media”* -Representative of the organized residents (APEO\_2).

Both the municipality (APUB\_2.1) and residents (APEO\_1; APEO\_2) have indicated that a CI could aid in structuring the participation process by using it to outline *what* type of participation is possible (e.g. informing or consultation) at *what stage (when)* of the URP process (*Norm 4: Balanced Planning; Norm 8: Creation and Restraint of Power*):

*“The added value of a contract could lay in that you could explicitly show residents that you are in conversation with them and that you are making arrangements with them. Residents have sometimes said that ‘we have stated the same thing already six times, you are not hearing us!’. Within a contract you can make clear with regard to which issues arrangements could be made, and with regard to which issues that is not possible”* -Representative of the municipality of Amsterdam (APUB\_2.1).

#### **What influence (RQ2):**

If a CI were to outline what type of participation is possible at what stage of the URP process, especially the organized residents (APEO\_1) expect to gain more clarity within the participation process for the longer-term, and consequently the municipality (APUB\_2.1) expects to enhance their accountability towards residents (*Transparency; Accountability*).

*“I love contracts because they can provide clarity in what each parties’ influence is”* - Representative of the organized residents (APEO\_2).

Moreover, it was envisioned that a CI could potentially facilitate that more reciprocal relations could be established *within* stakeholder groups, as argued by businesses (APRI\_1), or *between* stakeholder groups, as argued by the managing public stakeholder (APUB\_1) and residents (APEO\_1), in terms of resource sharing (e.g. businesses offering internships for local residents or local residents supervising certain public events at the URP area), so as to work collaboratively and efficiently towards common goals (*Knowledge Exchange; Efficiency*). In order to fulfil common goals for the further redevelopment of the area, responsibilities could be divided over (different) stakeholder(s) (groups), which was especially underlined by those businesses (APRI\_1) which regard the current

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<sup>19</sup>The scope and content of these common goals or activities differed per stakeholder group and is being addressed in *Theme 4: symbolic vs. legal value of contractual instrument*.

vision for the URP area as too broad and who think that by creating more concrete goals, stakeholders could work towards these goals more efficiently, from which the (businesses of) stakeholders could benefit at the URP area (*Accountability; Efficiency*).

However, some representatives from the business (APRI\_1), external advisers (APRI\_3) and unorganized residents' (APEO\_1) have claimed that there is a risk that a CI could become a comprise to align all the different interests that play a role, which could even be harmful for the future URP process as it will affect the quality of the project (*Efficiency*).

*"I am afraid that the contract would become a Kyoto Protocol, full of compromises"* - Representative of the businesses (APRI\_1).

A minority of the residents (APEO\_2) and businesses (APRI\_1) have even emphasized the value of dissent among different stakeholders for the quality of the URP (*Level of Conflict*):

*"A contract should not minimize protests, that would not be good. Dissent will help you to move further. I am convinced that the art of urban redevelopment projects is to organize its own dissent. Otherwise, the contract would be used as a tool to take the wind out of the sails. In that case (...) you are not truly performing redevelopments, (...) you are pushing through decisions"* - Representative of the organized residents (APEO\_2).

#### **Theme 4: symbolic vs. legal value of contractual instrument**

##### **Why and when (RQ1):**

For the unorganized (APEO\_1) and organized (APEO\_2) residents, a CI is regarded as a safety and mechanism to hold those who have entered into the CI accountable for the agreements made (*Norm 6: Distribution and creation of means; Norm 8: Creation and Restraint of power*). Therefore, for these stakeholder groups, importance has been attributed to a CI not only having symbolic value. This attitude, which was especially prevalent among the organized (APEO\_2) residents, could be explained by them having less satisfactory experiences than the businesses for instance in terms of knowing how their input in the participatory process has been used for the URP trajectory, thereby being more in need of an enforceable tool (*Norm 1: Reliance and Expectations*).

In order for the CI to truly function as a safety net, within the residents (APEO\_1; APEO\_2) and business (APRI\_1) stakeholder groups, it was suggested by a minority that there should be an independent party or a curator who will supervise the CI and who would be responsible for keeping an eye on that the CI will be enforced in practice (*Norm 6: Distribution and creation of means; Norm 8: Creation and Restraint of power*).

Whereas residents (APEO\_1; APEO\_2) have often expressed a preference for a rather long-term (i.e. stretching into the future long-term URP phases) and detailed CI (e.g. detailed design of the participation process over the upcoming years) (*Norm 1: Reliance and Expectations; Norm 4: Balanced Planning*), the businesses (APRI\_1) are more divided in this regard. For businesses (APRI\_1), differences in view exist in whether the arrangements within a CI should be detailed and

covering multiple years<sup>20</sup>, or whether they should be formulated as more general arrangements, not covering periods of more than two years. The latter has the preference of businesses which see danger in arrangements becoming too constraining for their businesses, or which would not like to commit to arrangements that, for example, surpass two years time, as changing contexts might affect their businesses through which they might not be able to live up to the arrangements made within a CI (*Norm 8: Creation and Restraint of Power*). However, some businesses at the project area (APRI\_1) have even claimed that there is no need for a binding tool which could be explained from the context of this specific case study as businesses at the project area have a rental agreement with the managing public stakeholder and therefore, as reflected in the following statement:

*“An email from the [managing public stakeholder] should already be suffice”* -Representative of the businesses (APRI\_1).

Similarly, the managing public stakeholder (APUB\_1) has also argued that when stakeholders would enter into a CI to collaborate together, that should already be enough of an enforceability mechanism:

*“What a contract primarily does, is that you will enter into a conversation with each other, which is already a commitment. A contract is never enforceable, well I don’t know, it shouldn’t come that far. It is about finding an opening with each other”* -Representative of the Managing public stakeholder (APUB\_1).

In fact, it was argued that a CI could function as a tool to get the collaboration process going. As such, the process of collaboration is centralized and a CI could be used as a back-up option to facilitate this process. A representative of the businesses (APRI\_1) has outlined how the collaboration process is more important than a CI:

*“I do not think that people care about the contract itself. The document is not important, whether you will write it down in a document or contract. I do not believe this is Columbus’ egg, it has much more to do with how you are being informed, whether there will be enough opportunities to participate, whether your worries are being heard. Whether that should be called a contract or covenant, I don’t know”* -Representative of the businesses (APRI\_1).

Continuing on this line of thought, a representative of the municipality (APUB\_2.2) has argued that a CI would be redundant, in both cases when a tool would have legal or symbolic value (*Norm 8: Creation and Restraint of Power*). Legally speaking, mechanisms already exist to hold decision makers accountable, such as regulations around public participation in the Netherlands for URPs<sup>21</sup> and local municipal citizen representatives, responsible for these projects, have already been chosen and are accountable to the city council. These chosen representatives need to be hold accountable by citizens in case of noncompliance. By putting participation into a judicial framework, a political issue is being turned into a judicial matter. Secondly, if a CI would only have symbolic value, there

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<sup>20</sup>As outlined in *Theme 3: Reciprocity*, this is preferred by those businesses (PRI\_1) that regard the common vision for the URP as too vague which could be made more specific in light of working more efficient towards common goals as to boost the business climate of the URP.

<sup>21</sup>See Section 4.1 (Chapter 4) for details

would be even less added value in its use as it should already be expected of the municipality to make sure citizens can adequately participate in URPs.

**What influence (RQ2):**

In terms of whether stakeholders would be extra motivated to participate in the URP if they knew that a CI could potentially be established, a discrepancy was found between the residents (APEO\_1; APEO\_2) and businesses (APRI\_1) (*Inclusivity*). On the one hand, most unorganized (APEO\_1) and organized (APEO\_2) residents would be more motivated to participate in the URP because it is expected that agreements in a CI will be less irrevocable and open-ended. Hence, the participation process could lead to more inclusivity of this stakeholder group.

*“Maybe I would be more motivated to participate because I did not only say something but I know whether it will be included, it will be put down in black and white. I think it is safer if things will be put down in writing”* -Representative of the organized residents (APEO\_1).

*“Your voice would really count then, and you would really want to seize that opportunity. That is motivating (...)”* -Representative of the Managing public stakeholder (APUB\_1).

On the other hand, most businesses (APRI\_1) would not feel extra motivated to participate as this group is overall more satisfied with the opportunities they have had to provide input for the URP than the residents (APEO\_1; APEO\_2) and as businesses are tenants at the project area, a pro-active attitude is expected from them from the managing public stakeholder (*Inclusivity*).

In addition, most residents (APEO\_1; APEO\_2), and some interviewees of the short-interviews (APEO\_3), would argue that with the use of a CI, stakeholders would live up earlier to the agreements made than without a CI because the tool could function as a safety net to hold the signatories accountable in regard to the agreements made (*Enforceability; Accountability*). It was argued that agreements laid down in a CI could give a sense of obligation which would take away the permissiveness. Moreover, the wish for an enforceable tool, which would even include sanctions, is reflected in the following statement:

*“If a contract would only have a symbolic value then I would not put my signature down because then it is just pro-forma [participation] (...). A contract sounds nice but then it should also have the value of a contract, which would give more security. (...) If you want to give value to our signatories, then there should be consequences in case you will not live up to the agreements made”* -Representative of the unorganized residents (APEO\_1).

However, from the short interviews with residents (APEO\_3) it became clear that interviewees would not believe in the enforceability of CI in participation processes (*Enforceability*):

*“A project developer would always find the gaps [within a contract]”* -Representative of the short interviews with residents (APEO\_3).

Within this stakeholder group, there was a prevailing attitude that money-rich stakeholders, the municipality of Amsterdam or private developers will have the upper hand because they are resourceful stakeholder groups, thereby being able to circumvent agreements made in CIs.

Similarly, the businesses (APRI\_1) would not argue that a contract is a necessary tool for stakeholders to live up earlier to the agreements made, which could again be explained by them having more satisfactory experiences with the opportunities they have had to provide input for the URP trajectory than the residents (*Enforceability*). Moreover, a minority of the residents (APEO\_1; APEO\_2) and businesses (APRI\_1) have referred to the announcement of the Ministry of Defense (APUB\_3) in June 2018, via which they expressed wanting to stay on a larger part of the URP area. This specific event was mentioned by these interviewees to illustrate that despite the use of a contract, breaches would still occur.

Looking at CIs taking away permissiveness of decision-making processes at higher governance levels, especially in cases in which an iterative development approach has been chosen and with multiple governance levels involved, a representative of the municipality (APUB\_2.1) has argued that potentially the biggest gain of a CI for municipal decision-making could be that a contract would aid the efficiency of the transition process from planning to implementation because the content of a CI could already function as an expression of a certain preference of stakeholder groups on the ground for a development course (*Efficiency*).

#### 4.3 Rotterdam: ex-post case

##### *4.3.1 Context Rotterdam*

Despite adopting an urban entrepreneurial approach in the 1980-90s, since World War II the Labor Party has dominated the municipal coalitions in Rotterdam (exceptions: 2002-06 and 2014-18) (Van Ostaaijen, 2010). Citizen participation was put on the municipal agenda by the 1998-2002 coalition.

The Rotterdam URP is a public-private collaboration in which the public stakeholder, the municipality of Rotterdam, has a steering and facilitating role, for example in determining the land-use plan and by issuing permits (Figure 9). The municipality is also redeveloping a larger geographical area, surrounding this URP, covering residential neighborhoods. Both the municipality and private developer bear responsibility for the participation process around the URP. The URP has been divided into three phases (see Figure 10), of which the current phase is phase I. No land-use plan is in place yet.



Figure 9: Geographical map with location of stakeholder groups

As part of the participation process, a covenant has been in place since 2017, which has been agreed upon and signed by 1) the private developer, 2) the municipality of Rotterdam, and 3) a local neighborhood association. The signed covenant (not publicly available) covers common agreements that have been made about the participation process regarding communication, information exchange, process management and participation budget. The initiative of the covenant was taken by the local neighborhood association, who are being supported by the Dutch national advocacy association for house owners. Moreover, the covenant was written by the private developer, based upon research attached to the pilot participation charter (including a “resident impact assessment”) of the national advocacy association for house owners, and feedback possibilities were provided for the stakeholder groups involved. The duration of the covenant is about 15 years, up until realization. Every six months, evaluation meetings about the covenant take place between the private developer, municipality, local neighborhood association, and Dutch national advocacy association for house owners.

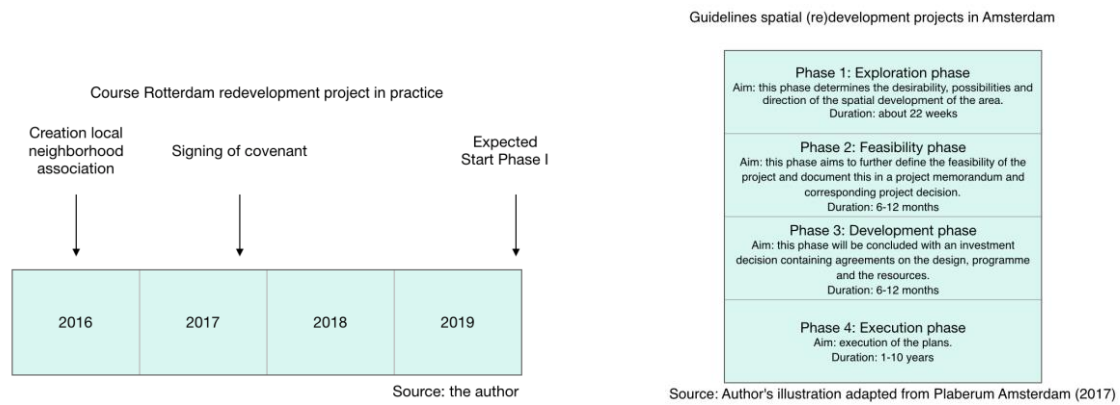


Figure 10: Course Rotterdam redevelopment project in practice versus planned phases redevelopment project

Zooming into the neighborhood in which the residents that are part of the local neighborhood association are living, 1200 residences<sup>22</sup> (2018) are based in this neighborhood. No further detailed numbers are available for this level of neighborhood but for the larger neighborhood, about 6000 people (2018)<sup>23</sup> (out of a total of 638.712 in the whole of Rotterdam in 2018)<sup>24</sup> are living here. Whereas the share of house ownership for the larger neighborhood was high, 63% (2018) as opposed to Rotterdam's average of 33% (2018)<sup>25</sup>, the share of social housing was rather low, 14% (2018), compared to Rotterdam's average of 45% (2018)<sup>26</sup>. Moreover, the share of residents with a non-Western migration background for the larger neighborhood was low, 27% (2018) compared to Rotterdam's average of 38% (2018)<sup>27</sup>.

The stakeholder groups that were targeted in this study were (Table 7) municipality of Rotterdam; 2) private developer; 3) local neighborhood association that signed the covenant; 4) Dutch national association for house owners; 5) The local entrepreneurial organization which has been involved in the participation process but is not part of the covenant.

Table 7: Stakeholder Groups ex-post case study - Rotterdam

<i>Stakeholder groups</i>	<i>Stakeholder Category</i>	<i>Abbreviation</i>	<i>Number of interviews</i>	<i>Type of interviewees</i>
Local neighborhood association	People	RPEO_1	3	Neighborhood residents
Municipality of Rotterdam	Public	RPUB_1	2	Civil servants (project management)
Private Developer	Private	RPRI_1	1	Management
Dutch national association for house owners	Private	RPRI_2	1	Legal department
Local entrepreneurial organization	Private	RPRI_3	1	Management

<sup>22</sup><https://wijkprofiel.rotterdam.nl>

<sup>23</sup><https://wijkprofiel.rotterdam.nl>

<sup>24</sup><https://rotterdam.buurtmonitor.nl>

<sup>25</sup><https://wijkprofiel.rotterdam.nl>

<sup>26</sup><https://wijkprofiel.rotterdam.nl>

<sup>27</sup><https://wijkprofiel.rotterdam.nl>

#### 4.3.2 Qualitative Data Analysis Results: Rotterdam

In this section, the analysis of the empirical data of the *ex-post* case will be presented, following the 4 themes which emerged during the analysis process: 1) *(A)symmetrical power positions*, 2) *Flexibility of contractual instrument*, 3) *Reciprocity* and 4) *Symbolic vs. legal value of contractual instrument*. The results are structured in the following way: firstly the findings regarding research question 1 (RQ1) are presented, followed by the findings of research question 2 (RQ2).

#### **Theme 1: (A)symmetrical power positions**

##### **Why and when (RQ1):**

The organized residents (RPEO\_1) would, to put it in their words, “*immediately*” recommend the use of a covenant to other organized residents in different URPs, which could be explained by how the covenant has granted them access to (in)tangible resources (*Norm 6: Distribution and Creation of Means; Norm 8: Creation and Restraint of Power*). Firstly, the residents regard the covenant as a “contract”, as such viewing it as having judicial value and seeing possibilities to go to court as a last resort in case of noncompliance of the other signatories. Secondly, this neighborhood association is the first resident group within the participation process that will be updated on new developments (Municipality (RPUB\_1)). Thirdly, access to resources which are linked to the covenant are that the organized residents can count on the advice of the national advocacy association for house owners (RPRI\_2) when they feel the need to, also during the half yearly evaluation of the covenant (PEO\_1). Moreover, because of the creation of the covenant the organized residents were able to negotiate about the participation budget, about which it was stated that it would have been lower in case there would not have been a covenant (RPEO\_1). Lastly, the organized residents will be included in selecting an independent researcher to execute research related to the URP in case they are in need of additional information (RPEO\_1).

However, the municipality (RPUB\_1) has argued that other stakeholder groups involved in the participation process are being offered the same services as the organized residents included in the covenant (*Norm 6: Distribution and Creation of Means; Norm 8: Creation and Restraint of Power*):

*“When as organization you want to let the environment participate, then I don’t know whether you need a covenant, which has become apparent from that other neighborhoods, it has cost some time and effort, are being offered the same facilities”*. -representative of the municipality of Rotterdam (RPUB\_1).

Although more neighborhoods are concerned with this specific URP, the covenant has only been concluded with one specific neighborhood association (*Norm 2: Role Integrity*). This has to do with that in the initial stages of the participation process, most contact was established with these organized residents, they are based in the neighborhood which is surrounded most by the URP, they were already an organized association with a constituency, and they were very eager to conclude a contract (Municipality of Rotterdam (PUB\_1); private developer (PRI\_1)). It remains unclear why the Local entrepreneurial organization was not included in the covenant.

Whereas it could be argued that with the use of the covenant, there has been a move away from the asymmetrical power positions (Chapter 2) between the organized residents on the one hand and the municipality and private developer on the other, these findings have also found indications that,



despite the municipality's argument, more asymmetrical relations have been created between the covenant-involved organized residents and other stakeholder groups in the participation process (i.e. in terms of private meetings and being updated on information) (*Norm 6: Distribution and Creation of Means*).

Moreover, the organized residents (RPEO\_1) and municipality (RPUB\_1) have claimed that a prerequisite for concluding a covenant is that there is an organized representation of the interests of a constituency otherwise it will be difficult to decide who will sign the covenant and higher levels of cooperation are needed in order for the covenant to function (*Norm 2: Role Integrity*).

However, in terms of the organized residents negotiating a CI on behalf of their constituency (*Norm 2: Role Integrity; Norm 8: Creation and Restraint of Power*), the private developer (RPRI\_1) and municipality (RPUB\_1) have stated that (despite that a *resident impact assessment* was executed) no (extensive) negotiation process has taken place, which could give an impression as to how influential different stakeholder groups have been in the creation of the CI.

*"It's too big of a word to say that negotiations have taken place"* -representative of the municipality of Rotterdam (RPUB\_1).

#### **What influence (RQ2):**

The organized residents (RPEO\_1) have stated that the CI has contributed in them gaining more support for the URP which could be explained by their experiences that the municipality had previously for 1.5 decades acted as a *"bulldozer"* within the decision-making process regarding their neighborhood. The creation of the CI meant for the organized residents that they were granted a *"serious"* and *"formal position"* within the participation process (*Level of Support; Accountability*). The municipality (RPUB\_1) has argued that they indeed regard the CI as a sign that they were taking the organized residents seriously in the participation process.

*"The covenant gives residents a formal position within the development process. Private developers are therefore more aware of the presence and influence of the existing environment"* -representative of the organized residents (RPEO\_1).

Similarly, the organized residents (RPEO\_1) have also argued that the CI has created a framework for interaction, thereby touching upon the issue of trust too (*Accountability; Level of Conflict*):

*"Our relationship has become more serious, we have built more trust. (...) The covenant provides a certain foundation. (...) [It] has a regulatory effect. (...) It removes the sharp edges of conflicts"* -representative of the organized residents (RPEO\_1).

Furthermore, the organized residents (RPEO\_1) have claimed that the covenant has given them a *"negotiation position"* as they have argued that unsatisfied citizens could delay URPs for years (*Efficiency*):

*"They [private developer and municipality] know that when smart citizens will become waywardly (...), when there is a resident organization that matters and [who have] good*

*lawyers and arguments, then you can delay a development for years. They are very sensitive to that. A covenant also does something, it gives you a negotiation position at the table. (...) If you look at the project organization, they want to enter the realization phase (...). If you 'at the front side' with all stakeholders involved arrange certain things, (...) then you can enter the realization phase faster. Meanwhile they understand this very well"* -representative of the organized residents (RPEO\_1).

Looking at negotiation positions, however, when zooming into the process leading up to the CI, as argued no (extensive) negotiation process has taken place between the stakeholders involved (Municipality (RPUB\_1); private developer (RPRI\_1)), which could also indicate that no intense knowledge exchange has taken place between the different groups to design the CI (*Knowledge Exchange*).

Moreover, whereas on the one hand, the organized residents (RPEO\_1) have claimed that the CI has contributed in them gaining more support from their constituency (*Level of Support*):

*"We have worked very hard, also towards our constituency, to receive credits and with the covenant in our hands we could say 'look people, we as citizens have now a serious position'. (...) [The covenant] is our legitimation towards our constituency. (...) [W]ith the covenant in our hands we said 'look people, you have to trust us because we have entered into a contract with them. You have to speak up and tell us what you want'"* -representative of the organized residents (RPEO\_1).

On the other hand, the creation of the CI has not enhanced more direct involvement from their constituency into the participation process, which could be explained by the experiences of the organized resident interviewees that only a few people are willing to invest their time and energy to talk about longer-term redevelopment issues which also cover geographical areas which extend beyond their own neighborhood (RPEO\_1) (*Inclusivity*).

*"People care about speed bumps or whether there will be a new tram line. A covenant does not interest them at all"* -Representative of the organized resident (RPEO\_1).

Zooming further into stakeholder groups who are indirectly involved in the CI, specifically the national advocacy association for house owners, the organized residents have had positive experiences as their involvement has helped putting pressure on the public and private stakeholders in the CI (*Inclusivity*). However, both the private developer (RPRI\_1) and municipality (RPUB\_1) have claimed that as the association for house owners is only indirectly involved in the CI and is only one-sidedly informed by the organized residents, which has resulted in them giving inappropriate advice to the organized residents at times and has sometimes pushed toward escalation levels between the signatories (*Level of Conflict*).

## **Theme 2: Flexibility of contractual instrument**

### **Why and when (RQ1):**

A representative of the private developer (RPRI\_1) has argued that the CI could have been introduced at the moment the URP process started and that it could have been adjusted for example

each year to fit the local context (anticipating to what works and what does not work), thereby starting with more superficial arrangements about the collaboration process and moving towards more win-win concrete arrangements (*Norm 4: Balanced Planning; Norm 5: Flexibility; Norm 10: Ongoing Consent*). As such, a more “vivid document” could have been created, which would still be established before a zoning plan is in place:

*“If you look at where most participation takes place for people, that is before there is a zoning plan, that could be explained by that research takes place which you can steer and the planning which you can steer. At the moment there is a zoning plan, quickly after, a contract will go to the contractor (...), then there will only be room in the way how to execute [things], minimizing nuisances, then a covenant will not be very useful, except for making arrangements on how to minimize nuisances and how will we communicate with each other, but that is not the [time] (...) to influence [the project] -representative of the private developer (RPRI\_1).*

Moreover, both the private developer (RPRI\_1) and organized residents (RPEO\_1) argued that the CI could have been introduced in an even earlier stage to align interests and to reduce the likelihood of future conflicts (*Norm 4: Balanced Planning*):

*“We always say, arrange things well “upfront”, at the early phases of the development of your projects (...). If it goes wrong there, chances are bigger that there will be legal and judicial involvement [later]. We don’t need that and they don’t need that at all”. - representative of the organized residents (RPEO\_1).*

#### **What influence (RQ2):**

The signatories of the CI have acknowledged that the covenant is not flexible in nature and it has been argued that it could be updated to fit the current URP phase (*Adjustment to Local Context*).

*“There is happening so much around development projects, there are always new insights so why would you make something very static while the world around you changes and then you are sticking to a document which you have created back then, maybe you should deal with that in a more flexible way, should give it an update together, we will mention all the achieved results this year and we mention what could be improved, and then you will adjust it, but I’m guessing here, I don’t know” -representative of the private developer (RPRI\_1).*

However, after the signing of the covenant, the municipality and private developer aimed to expand the participation process in the sense that more neighborhoods (and thereby new stakeholder groups) were included in the participation process (but which were not included in any sort of CI). However, they were less flexible to adjust the participation process because of the exclusive status that the organized residents were claiming, also based upon the existence of the covenant (*Adjustment to local context; Inclusivity; Efficiency*):

*“We were less flexible to expand the participation process. (...) [The covenant] does not accelerate or delay [the participation process] but it requires more input now in some instances. (...) [Because of] the covenant - next to the broader [participation] meetings - we*

*have extra meetings with the (...) [organized residents], who have on the basis of the covenant, I would not say enforced it, but because of the covenant they [came to us to argue that] things had been arranged which applied to them and not to the rest” -representative of the municipality of Rotterdam (RPUB\_1).*

*“Once you enter into a participation process with such a small club, it is difficult to make steps to expand the participation to other neighborhoods” -representative of the municipality of Rotterdam (RPUB\_1).*

This could be explained by that the organized residents were apprehensive to go along with the changes that were made to the participation process, for example with regard to the frequency of private meetings between the organized residents and municipality and private developer, as it has been argued that they were afraid to lose their exclusive status and ties to the aforementioned stakeholder groups (RPUB\_1) (*Inclusivity*). After protests from the organized residents, who used the CI as a leverage tool in this respect, eventually a concession was made (*Enforceability*).

### **Theme 3: Reciprocity**

#### **Why and when (RQ1):**

Both representatives of the private developer and municipality have argued that the creation and existence of the covenant has not affected the way they execute their daily work, thereby also arguing that for them there is no added value in the use of a covenant regarding the way they operate (*Norm 3: Reciprocity; Norm 8: Creation and Restraint of Power*). Instead, what has been argued:

*“If there is a need that things need to be written down on paper, this means that we are apparently not doing a good job” -representative of the private developer (RPRI\_1).*

However, the local business organization (RPRI\_3), not involved in the covenant, has stated that municipalities and project developers could be the biggest beneficiaries of the use of covenants as they could use these tools to show that communication has taken place and that they have acquired the support from the stakeholder groups in the project area (*Norm 3: Reciprocity*). It was even claimed that these covenants could function as pro-forma tools:

*“They are trying, with the use of terms like ‘participation’ and by concluding covenants, to convince politics that deliberations have taken place and that they are listening to the environment. However, in practice it appears to be the case that no modifications are being made with regard to the plans” -representative of the businesses (RPRI\_3).*

Given the experiences of the municipality, in terms of whether they would roll-out the covenant tool to other URPs, it was claimed that they have quite a neutral attitude towards it, seeing the covenant in this case more as an expression of an attitude on how the municipality wants to include stakeholders in URPs, thereby claiming that the rolling out of this attitude to other neighborhoods is more important than the rolling out of a covenant (RPUB\_1).

There has moreover been a mismatch in expectations among different stakeholder groups around the CI, especially in regard to the expectations of the organized residents as argued by the public (RPUB\_1) and private (RPRI\_1) stakeholders, despite the CI consisting of a written document with agreements (*Norm 1: Reliance and Expectations*). This mismatch revolves around, among other things, the pace in which certain developments take place and about the geographical scope the CI covers, which has led to disappointments for the organized residents (RPEO\_1; RPUB\_1; RPRI\_1) (*Norm 6: Distribution and Creation of Means*).

*"I am afraid that collaborations do not succeed because of a covenant, it is mainly about the people who work together. And sometimes that fits less well because the interests are too big and the disappointments occur time and time again. Expectations have been managed badly. (...) A covenant creates certain expectations [and in this case], the expectations have not been articulated well" -representative of the private developer (RPRI\_1).*

The municipality (RPUB\_1) have argued that if the CI would have been split up into two different tracks, one addressing short-term agreements and issues (e.g. traffic nuisance) and one addressing long-term urban development plans, the expectations of the different stakeholder would have been more aligned. It has been claimed that these are two different processes and currently the CI is addressing these more predictable long-term process which do not always align with the short-term expectations of the organized residents.

#### **What influence (RQ2):**

A representative of the private developer (RPRI\_1) has argued that within the covenant there are not enough reciprocal arrangements as it covers more one-sided commitments from the private developer and municipality towards the organized residents (*Accountability*). The organized residents have also acknowledged that the covenant was mostly written from their perspective (RPEO\_1). Therefore, the private developer (RPRI\_1) has claimed that the different roles and responsibilities of the different stakeholder groups should have been better assigned in the covenant, also in the sense that responsibilities are more shared among the different groups. It was even argued (RPRI\_1) that the covenant could potentially have played a role in reducing the level of conflict if the aforementioned would have been better demarcated, together with the geographical scope of the project area (*Transparency; Level of Conflict*). The covenant in its current form does not aid in reducing (potential) conflicts as it cannot compete with the mismatch in expectations and (disappointing) experiences of stakeholders in the past and present regarding the evolvement of the development project, which has affected the collaboration atmosphere (RPRI\_1) (*Level of Conflict*).

A representative of the municipality (RPUB\_1) has also claimed that because they entered the covenant with only one neighborhood, this has had a delaying effect on the participation process because in the initial stages of the participation process, most of their attention and focus went to the organized residents, whereas later they decided to expand the participation process to include more neighborhoods (*Efficiency*):

*"I think in the initial stages, because we had entered a covenant only with those residents (...), that has had a delaying effect on the participation of other neighborhoods (...). And we had arranged the covenant and signed it, [but] we discovered that in that case you have a*

*covenant with residents, but that doesn't mean [you have a covenant] with the whole environment"* -representative of the municipality of Rotterdam (RPUB\_1).

On the other hand, in the experiences of the organized residents (RPEO\_1), the covenant has created more clarity around the tasks of the different parties, which is also reflected in the following statement (*Transparency; Level of Conflict*):

*"Of course the covenant has contributed in minimalizing conflicts and protests. Now consultations take place and clear agreements have been made. A few things have led to the fact that both sides notify and update each other in due time"* -representative of the organized residents (RPEO\_1).

However, they have added that in terms of the planning and timeline of the agreements made, more clear arrangements with deadlines could have been made (*Accountability; Transparency*). Likewise, a representative of the municipality of Rotterdam (RPUB\_1) has acknowledged that:

Geographically speaking, *"What could have been written down better is what the covenant is about and what the covenant is not about"* -representative of the municipality of Rotterdam (RPUB\_1).

What moreover complicates the participation process of this specific case study is that there are currently multiple URPs running through each other, creating unclarity around the course of the project (RPRI\_1) (*Transparency*).

#### **Theme 4: Symbolic vs. legal value of contractual instrument**

##### **Why and when (RQ1):**

The organized residents (RPEO\_1), which became a full-organized resident foundation after the covenant was created, have taken the initiative for the creation of the covenant as they thought that a covenant could serve as a tool to exert pressure on the private and public stakeholders, motivated by their experience of not having been informed and consulted adequately in regard to the participation process and larger URP (*Norm 1: Reliance and Expectations; Norm 6: Distribution and Creation of Means; Norm 8: Creation and Restraint of Power*). Next to that the covenant functions as a symbolic document, the residents regard the covenant as a "contract", "gentlemen-agreement", or "obligation", as such viewing it as having judicial value and seeing possibilities to go to court as a last resort in case the other stakeholders that have signed the covenant do not live up to the agreements made (*Norm 6: Distribution and Creation of Means; Norm 8: Creation and Restraint of Power*). Hence, they consider the covenant as a "check tool" (i.e. safety net) to evaluate whether the different parties live up to the agreements made in the covenant. In that respect, it has been argued that:

*"The covenant is my bible"* -Representative of the organized residents (RPEO\_1).

However, the local entrepreneurial organization (RPRI\_3), fueled by their discontent with the course of the participation trajectory as they argue that their input in the trajectory has yielded nothing, have emphasized how entrepreneurs could lose their freedom and independency if they would sign

a covenant, especially when receiving money from other stakeholders that have signed the covenant with you as it will affect your negotiation position(*norm 8: Creation and Restraint of Power*):

*“The point is that when I sign a covenant, they [i.e. private developer and municipality] will immediately go to [city hall] and say ‘look at this!’. I feel that my advantage, by not having signed a covenant, is that it keeps me focused. (...) When I sign then they have me in the pocket because it is stated on paper. As long as I don’t sign, then from time to time I can go to the media (...) or politics. The moment I have signed that I will come to your party, then I will be at your party (...). I did not sell my soul. The residents have sold their soul, because they received money, I didn’t. I think I have a stronger negotiation position because I can publish a piece in [a newspaper] and in the end I can say, sorry, I don’t feel like it anymore, I will pull the plug. (...) If you have signed a covenant, then you are stuck to it (...). In the end you have entered a kind of marriage, for better and for worse”* -representative of the businesses (RPRI\_3).

### **What influence (RQ2):**

There is a discrepancy in view between the different stakeholder groups in terms of whether the covenant is regarded more as a judicial and/or symbolic document. As explained before, the organized residents regard the covenant as having both symbolic and judicial value, also using it as a check tool for compliance, of which they have argued the covenant has proven to be a useful tool in some instances to use as leverage (e.g. when the private developer and municipality proposed to alter the frequency of convening with the organized residents because the participation process was being amended, these changes were not fully implemented because the organized residents had protested against them with the aid of the covenant) (*Accountability; Enforceability*). Some of them have attributed the enhanced enforceability of the agreements made within the covenant to the presence of signatures (also of “*top civil-servants*”) as these will force stakeholders to keep talking to each other. The association for house owners (RPRI\_2) has stated that because of their involvement, the enforceability of the covenant is enhanced as they can be regarded as the “*big brother*” of the organized residents (*Enforceability*). The private developer (RPR\_1) has underpinned that the fact that things have been written down on paper creates possibly more security for the residents.

In contrast, the private developer (RPRI\_1) views the covenant more as a symbolic document instead of having judicial value, and the municipality (RPUB\_1) can be found in between as they have argued that the covenant lies between a symbolic and judicial document, calling it a “*collaboration agreement*”:

*“To call it a symbolic document does not do justice to it but it also does not have a judicial status because the document does not contain any sanctions”* -representative of the municipality of Rotterdam (RPUB\_1).

In terms of enforceability, the municipality (RPUB\_1) has claimed that as this is the first time that they are making use of a covenant as part of a participation in an URP, it is hard to tell whether stakeholders live up earlier to the agreements made now they have been written down in a covenant (*Enforceability*). However, they have acknowledged that:

*“When you write things down collectively, you are creating a moment of consciousness. We all signed the covenant consciously so in that sense it is creating a more thoughtful process”*-representative of the municipality of Rotterdam (RPUB\_1).

However, a representative of the advocacy association for house owners (RPRI\_2) has argued that because there is not yet any legislation (jurisprudence) behind contractual participation tools in the Netherlands, this makes the enforceability of the covenant difficult (*Enforceability*). Therefore, they argue that covenants do not function as tools to ensure “sufficient participation” (i.e. that enough possibilities for participation have been created and that participants have had enough access to resources), as currently in Dutch courts judges are not able to consider participation as a factor in making their judgements. Even though a new *Environment and Planning Act*<sup>28</sup> will be enforced, a representative of the advocacy association for house owners does not regard these measurements as providing judges with enough tools to consider participation.

*“The big question with regard to the new Environment and Planning Act is how judges and the Council of State will evaluate participation. Are conventional participation processes suffice or will these kind of covenants help because you are recording processes? I think this will be a quest for municipalities, to see what is suffice and whether then for large-scale developments it would be better to record things in order to secure participation processes. (...) So I can imagine that covenants could have a place under the new Act but there are also other possibilities”* -representative of the municipality of Rotterdam (RPUB\_1).

#### 4.4 Case Study Comparison

Following the four identified themes, the findings have shown that although there is overlap between which *10 participation norms* are prevalent in explaining the attitude of different stakeholder groups in both cases, variables (*9 variables*) have played out (*ex-post*) or are expected to play out (*ex-ante*) differently in both cases, which will be analyzed in this section.

#### **Theme 1: (A)symmetrical power positions**

##### **Why and when (RQ1):**

In the Amsterdam case it was especially stressed (by the managing public stakeholder (APUB\_1); businesses (APRI\_1); organized residents (APEO\_2)) that not one stakeholder group should be predominant within a CI and how special attention needs to be paid to the resident stakeholder groups as they are not at the same power level (Chapter 2) as other groups (municipality of Amsterdam (APUB\_2.2)) (*Norm 8: Creation and Restraint of Power*). In that respect, the Rotterdam case has shown how the power position of the organized residents has been enhanced with the use and creation of the CI as it could be stated that there has been a move away from the asymmetrical relations between the organized residents and the municipality and private developer (*Norm 6: Distribution and Creation of Means*). However, simultaneously in Rotterdam, more asymmetrical relations have been created between the organized residents which are included in the CI and the other stakeholder groups that participate in the participation process.

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<sup>28</sup>See section 4.1 (Chapter 4).



Whereas in the Amsterdam case it was argued (by the managing public stakeholder (APUB\_1) and organized residents (APEO\_2)) that an independent party could set-up a CI so that not one stakeholder's group interests would prevail within a CI, no (extensive) negotiation process has taken place in Rotterdam (private developer (RPRI\_1); municipality (RPUB\_1) (*Norm 8: Creation and Restraint of Power*). Moreover, the organized residents (RPEO\_1) and municipality (RPUB\_1) have claimed that the functioning of the CI would be aided when residents would be organized in order to ensure higher degrees of collaboration (*Norm 2: Role Integrity; Norm 8: Creation and Restraint of Power*).

#### **What influence (RQ2):**

In both cases, the level of support for the URP is expected to be or has been enhanced for the resident stakeholder groups (Amsterdam: unorganized (APEO\_1) and organized (APEO\_2) residents; Rotterdam: organized residents (RPEO\_1)), which could potentially be attributed to a CI *provided that* it functions as a means to address asymmetrical power positions (Chapter 2) (Rotterdam and Amsterdam) and giving different groups an equal voice for example in the form of voting rights (Amsterdam)) (*Level of Support*). In line with that context, the CI in Rotterdam could be viewed as an expression of stakeholder groups taking each other "*seriously*" within the participation process (organized residents (RPEO\_1); municipality (RPUB\_1)) (*Accountability*).

Moreover, whereas in Amsterdam the residents (APEO\_1; APEO\_2) expect that a CI could enhance the inclusivity of residents in the participation process, the Rotterdam example has shown that the CI has not contributed to more direct involvement or interest from the constituency of the organized residents as only a limited number is willing to invest in long-run and large-scale URPs (RPEO\_1) (*Inclusivity*).

### **Theme 2: Flexibility of contractual instrument**

#### **Why and when (RQ1):**

Whereas in Amsterdam, besides some representatives from the business stakeholder groups (APRI\_1; APRI\_2) not believing a CI could function or have an added value because of continuously changing contexts, representatives from other businesses (APRI\_1), municipality of Amsterdam (APUB\_2.1), residents (APEO\_1; APEO\_2), Ministry of Defense (APUB\_3), and the managing public stakeholder (APUB\_1) have stated that for a CI to indeed have added value it should be flexible (i.e. being able to be updated or using different CIs for different development phases) to respond to changing (local) contexts and to address conflictual interests between different stakeholder groups, the Rotterdam example has shown that the CI is not a flexible document (*Norm 4: Balanced Planning; Norm 5: Flexibility; Norm 10: Ongoing Consent*). In Rotterdam, it was even acknowledged by the private developer (RPRI\_1) and organized residents (RPEO\_1) that the CI could have been introduced at an earlier stage of the URP (still before a land-use plan is in place in order for stakeholder groups to still being able to have a significant say in the URP trajectory) in order to align interests and to reduce the likelihood of future conflicts (Apeo\_1). A flexible CI could already be used at these early stages and be adjusted to fit the local context (RPRI\_1).

#### **What influence (RQ2):**

Whereas in Amsterdam representatives from the businesses (APRI\_1), municipality of Amsterdam (APUB\_2.1), residents (APEO\_1; APEO\_2), Ministry of Defense (APUB\_3), and the managing public

stakeholder (APUB\_1) would think that a flexible CI that is recalibrated from time to time could better respond to changing contexts and function more efficiently, as to have added value in practice (*Adjustment to Local Context; Level of Support; Efficiency*), the Rotterdam case has shown that the CI is not being updated in order to respond to changed circumstances and has even made the private developer and municipality less flexible in designing the participation process (*Adjustment to Local Context; Efficiency; Inclusivity*).

### **Theme 3: Reciprocity**

#### **Why and when (RQ1):**

The managing public stakeholder (APUB\_1) has argued that a CI could be of added value if it were to aid the establishment of reciprocal relations (*Norm 3: Reciprocity Norm 9: Project Solidarity*). It is moreover expected that a CI could aid in clarifying roles of different stakeholder groups which could facilitate these reciprocal relations, from which stakeholders could benefit (managing public stakeholder (APUB\_1); businesses (APRI\_1); organized residents (APEO\_2)) (*Norm 2: Role Integrity; Norm 3: Reciprocity*). However, the Rotterdam case has revealed that for the private developer and municipality, the creation and existence of the CI has not affected the way they perform their daily work and as such for them there is no added value in the use of a CI with regard to how they operate or to roll-out the use of CIs to other projects within Rotterdam<sup>29</sup> (*Norm 3: Reciprocity; Norm 8: Creation and Restraint of Power*). However, the businesses (RPRI\_1) have stated that not only are municipalities and project developers the biggest beneficiaries of the use of CIs, these tools could even function as pro-forma participation instruments. Moreover, because of the mismatch in expectations between the different stakeholder groups involved in the CI in Rotterdam (which could be addressed by splitting CIs into short- and long-term agreements), the collaboration atmosphere between the signatories has been affected with which the CI cannot compete (*Level of Conflict*).

#### **What influence (RQ2):**

Whereas in Amsterdam, it is expected by the businesses (APRI\_1) that more reciprocal relations in terms of resource sharing could be established *within* their own stakeholder group, the managing public stakeholder (APUB\_1) and unorganized residents (APEO\_1) expect that more reciprocal ties could be created *between* stakeholder groups, which also contributes to stakeholder groups working collaboratively and efficiently towards common goals (*Efficiency; Knowledge Exchange*). However, it has been argued that in the Rotterdam case, the agreements made within the CI could have been more reciprocal (dividing responsibilities and tasks equally) as currently they contain more one-sided commitments from the private developer and municipality towards the organized residents (Private developer (RPRI\_1)) (*Accountability*). The analysis of the results has even shown that the working of the CI has not always proven to be efficient for the public and private developers as the CI has had a delaying effect on the participation process in its initial stages (Municipality (RPUB\_1)) (*Efficiency*). Moreover, in Amsterdam, when a CI would outline what type of participation is possible at what stage of the URP process, organized residents (APEO\_1) expect that the participation could gain in clarity regarding the long-term planning and the municipality (APUB\_2.1) consequently expects to enhance their accountability towards residents (*Accountability; Transparency*). However, although in

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<sup>29</sup>It was claimed by the municipality of Rotterdam (RPUB\_1) that they have quite a neutral attitude towards the covenant, seeing it more as an expression of an attitude on how the municipality wants to include stakeholders in URPs, thereby claiming that the rolling out of this attitude to other neighborhoods is more important than the rolling out of a covenant.

the eyes of the organized residents (RPEO\_1) the CI has contributed to creating more clarity around the tasks and roles of different parties, it was acknowledged that regarding the planning and timeline of the agreements, more detailed arrangements with deadlines could have been made.

#### **Theme 4: Symbolic vs. legal value of contractual instrument**

##### **Why and when (RQ1):**

The analysis of the results from both cases has indicated that the CI would have a similar meaning for the residents (Amsterdam: APEO\_1; APEO\_2; Rotterdam: RPEO\_1) in the form of the CI operating as a safety net and to hold those who have entered into the CI accountable for the agreements made (*Norm 6: Distribution and Creation of Means; Norm 8: Creation and Restraint of Power*). For residents from both cases, the importance of a CI not only having symbolic value but also judicial power has been emphasized (*Norm 6: Distribution and Creation of Means*). Their positions, and in Amsterdam especially in regard to the organized residents (APEO\_2), could be attributed to organized residents in both cases having had unsatisfied experiences with the participation process (*Norm 1: Reliance and Expectations*). This could explain why this group could be more in need of an enforceable mechanism.

However, in Amsterdam, the managing public stakeholder (APUB\_1) has centralized the collaboration process and as such regarding the commitment stakeholders make to cooperate already as an enforceable tool (*Norm 8: Creation and Restraint of Power*). The municipality of Amsterdam (RPUB\_2.2) has added that in the Netherlands, legally speaking mechanisms already exist to hold decision makers accountable for URPs, thereby making the use of CIs redundant. Moreover, the business stakeholder groups in both the Amsterdam (APRI\_1) and Rotterdam (RPRI\_3) case have had no or less need for an enforceable tool, which could be explained by this stakeholder group being more afraid to lose their freedom as entrepreneurs: by being afraid not to be able to express criticism and thereby losing their negotiation position (Rotterdam), or by thinking (long-term) CI agreements could become too constraining for their businesses as entrepreneurs are more subjected to changing contexts (*Norm 8: Creation and Restraint of Power*).

##### **What influence (RQ2):**

With regard to the resident stakeholder groups (Amsterdam: APEO\_1; APEO\_2; Rotterdam: RPEO\_1) in both cases, it is believed that CIs make agreements more enforceable and the stakeholders who have entered the CI with them therefore more accountable (*Accountability; Enforceability*). The organized residents in Rotterdam have even used the CI as leverage tool to exert pressure on the private and public stakeholders (RPEO\_1; RPUB\_1). However, it appears that a discrepancy exists between the stakeholder groups about the symbolic and/or judicial value of the CI and it has been argued that there is no(t) (yet) legislation on contractual participation tools in the Netherlands, which problematizes the enforceability of these tools (*Enforceability*).

In both cases the enforceable working a CI could have was regarded as less important by private and public stakeholder groups, which was for instance attributed to their previous experiences with the participation trajectory (businesses (APRI\_1) in the Amsterdam case) or the CI not having affected the way they perform their daily tasks (private developer (RPRI\_1) and municipality in Rotterdam (RPUB\_1)) (*Enforceability*). However, it was argued that for public stakeholders (municipality of Amsterdam (APUB\_2.1)) in iterative redevelopment projects, CIs could aid the efficiency of

transitions from planning to implementation as CIs could be viewed as expressing preferences of stakeholder groups on the ground for a development course (*Efficiency*).

## Chapter 5: Discussion and Conclusion

### 5.1 How do contractual instruments in participation processes influence current urban redevelopment projects?

This exploratory-explanatory comparative case study has identified stakeholder's attitudes towards contractual instruments (CI) and the expected or experienced influence the CI has on the stakeholders involved in the redevelopment participation process and urban redevelopment project (URP) at large. These attitudes, expectations, and experiences could be categorized into four interrelated themes: 1) *(A)symmetrical power positions*, 2) *Flexibility of contractual instrument*, 3) *Reciprocity* and 4) *Symbolic vs. legal value of contractual instrument*. No single theme takes precedence over the others.

This study revealed that *why and when stakeholders would (not) make use of a CI* (RQ1) was influenced by each group's power position (Chapter 2) within the participation and larger URP process, whether they were (in)directly involved in the URP and by their previous experiences regarding the participation trajectory. These aforementioned attitudes also impact stakeholder's view on *what the (expected) influence of a CI is for the different stakeholder groups involved in URP participation processes* (RQ2).

With regard to the *why and when (not)* of CIs (RQ1), for *people stakeholders* in both cases, a CI can be meaningful in the sense that it could grant them access to resources as they have argued that, most importantly, it could function as a safety net and enforceable mechanism to hold those who have entered into the instrument accountable, thereby making a move away from the asymmetrical relations between the residents on the one hand and public and private stakeholders on the other hand (*Theme 1; Theme 4*). Thereby, it is important that within a CI different stakeholder groups have *equal voices* (i.e. not one stakeholder group acting as driving force behind a CI or stakeholder groups having equal voting rights) (*ex-ante*) and that the CI has not only symbolic but also judicial value (*ex-ante; ex-post*) so no pro-forma participation would take place (*Theme 1; Theme 4*). Because of asymmetrical power positions (Chapter 2), residents in general are more in need of legally enforceable mechanisms than public and private stakeholders (*Theme 1; Theme 4*). Important thereby is that the CI is used at an early stage of the URP, before a land-use plan is in effect, in order for stakeholder groups to still being able to have significant influence on the URP trajectory (*ex-post*) (*Theme 2*). The functioning of the CI would moreover be aided when residents would be organized in order to ensure higher degrees of cooperation (*ex-post*) (*Theme 1*).

Concerning the *(expected) influence* of CIs (RQ2), *people stakeholders* have stated that when a CI would address asymmetrical power positions (i.e. access to resources to participate (*ex-ante; ex-post*) and ensuring that different stakeholders have a similar voice (e.g. voting rights) (*ex-ante*)), the level of support of the people stakeholders for the URP is expected to be or has been enhanced (*Theme 1*). Consequently, it was expected that the inclusivity of people stakeholders in the participation process would be enhanced (*ex-ante*), but the results of the *ex-post* case have shown that only a handful of people stakeholders are willing to invest their time and energy in large-scale and long-term URPs. Moreover, the *ex-post* case has illuminated how in the eyes of people stakeholders a CI could enhance clarity in the roles and tasks of different stakeholders, a lack in the

level of detail in regard to planning and timeline aspects does exist (*Theme 3*). What furthermore became clear in both cases is that most people stakeholders treat CIs as safety nets and tools to exert influence over the other stakeholder groups, thereby believing that these tools serve to hold all signatories to the agreements made (*Theme 4*). However, the *ex-post* case has shown how actual discrepancies in view exist on the legal or symbolic value of the CI and it was argued that there is no(t) (yet any) legislation behind participation CIs in the Netherlands, which problematizes the enforceability of these tools (*Theme 4*). Therefore, it could be argued that current Dutch participation CIs merely function as symbolic tools that could be used to complement official participation guidelines that URPs are to follow.

With respect to the *why and when (not)* of CIs (RQ1) concerning *public and private stakeholders*, for public stakeholders in both cases, the reciprocal elements of CIs have been emphasized in order to decide whether it could have added value for the participation process (*Theme 3*). Private businesses in the *ex-ante* case have also emphasized how these tools could help in clarifying roles of different groups as to establish reciprocal relationships that could boost the business climate. However, the *ex-post* case has shown how the CI has not affected the way the private and public stakeholders perform their daily jobs and therefore not yielding added value for them, and CIs will not be actively rolled-out to other projects<sup>30</sup>. Moreover, the private local business organization (*ex-post*) has pointed out how CIs could be co-opted by municipalities and private developers to show how they have acquired the support of stakeholders in the affected project area, while in practice these CIs could function as pro-forma participation tools, not giving other stakeholders any influence over the URP process.

Furthermore, the *public and private stakeholders* in both cases have been less, or not at all, in need of an enforceable tool. For the public stakeholders this could be attributed to the CI not having affected the way these stakeholders execute their work (*ex-post*), or by centralizing the collaboration process and regarding a CI as a back-up option to facilitate this process as cooperation commitments are already enough of an enforceable mechanism (*ex-ante*), or arguing that legal mechanisms already exist in the Netherlands to hold decision-makers accountable in URP trajectories (*ex-ante*) (*Theme 3*; *Theme 4*). Private stakeholders in the form of businesses in both case studies are even afraid to lose their entrepreneurial freedom with a CI (*Theme 2*; *Theme 4*). Moreover, the creation of flexible CIs that are being recalibrated from time to time (*ex-ante*; *ex-post*) or the use of different CIs for different development phases, involving different stakeholder groups (*ex-ante*), could potentially address changing circumstances and conflictual interests between stakeholder groups (*ex-ante*; *ex-post*)<sup>31</sup> (*Theme 2*). By even splitting CIs into long and short-term agreements, expectations of different stakeholder groups could be better managed (*ex-post*) (*Theme 3*).

Zooming into the (*expected*) influence of CIs (RQ2) for *public and private stakeholders*, whereas in the *ex-ante* case it was expected by public stakeholders that a CI could enhance reciprocal relations within and between stakeholder groups, ensuring that they could work more efficiently towards

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<sup>30</sup>The public stakeholder in Rotterdam has argued that the municipality has quite a neutral attitude towards the covenant, seeing it more as an expression of an attitude on how the municipality wants to include stakeholders in URPs, thereby claiming that the rolling out of this attitude to other neighborhoods is more important than the rolling out of a covenant.

<sup>31</sup>This viewpoint is moreover shared with the majority of people stakeholders in both case studies.

common goals, the *ex-post* case has shown how the CI lacks in containing reciprocal commitments at the expense of the public and private stakeholders (*Theme 3*). Moreover, the CI has had a delaying effect in the initial stages of the participation process and has hindered the public and private stakeholders to work efficiently at times (*ex-post*) (*Theme 2; Theme 3*). Whereas in general for both cases, the enforceable working a CI could have was regarded as less important for public and private stakeholder groups, in the *ex-ante* case it was stated by a public stakeholder that for iterative redevelopment projects, a CI could aid the efficiency of the transition process from planning to implementation as CIs could, if made collectively, be seen as expressing the views of stakeholder groups on the ground for a development course (*Theme 4*). Moreover, where in the *ex-ante* case public stakeholders expect that when a CI would outline what type of participation (e.g. informing or consultation) is possible at what stage of the URP process, accountability for the public stakeholder could be enhanced, the *ex-post* case has shown, along similar lines, that the use of the CI has contributed in enhancing levels of trust between the signatories (*Theme 1; Theme 3*).

## 5.2 Going back to the literature

In both case studies, the framing of the CIs could be viewed as part of *participation processes* but elements were also found that hint toward the concept of *partnership* as defined by Higdén and Hanssen (2014) and Perjo et al. (2016). *Participation* elements that were found in Rotterdam were that the CI is formally described as a *collaboration covenant* within the participation process. Moreover, stakeholders are divided to what extent the CI contains “shared” responsibilities and the different stakeholders in this case are no “equal partners” in regard to their power positions (Chapter 2), thereby not fulfilling the *partnership* characteristics. Nevertheless, it could be argued that the Rotterdam CI is to be beneficial only for the stakeholder groups involved, and not for other groups that are also part of the larger participation process, thereby not serving the “common good” and as such characterizing a *partnership*. For the Amsterdam case, the exploration of a CI is also framed as part of the *participation process*, but the findings have shown that stakeholders have emphasized that within a potential CI, emphasis needs to be put on different groups sharing resources and responsibilities and striving towards shared goals, signs that hint towards a *partnership*. The emphasis that was put on stakeholder groups having *equal positions* (e.g. voting rights) could also be connected to the concept of *partnerships*. Taking these reflections together, this study would argue that, because the public, private and people stakeholders are never *equal*, as their power positions (Chapter 2) are different in regard to influencing URP trajectories, CIs should be regarded as being part of *participation processes* of URPs.

Whereas in Rotterdam, the initiative for the CI has been taken bottom-up (people stakeholders), the initiative for the exploration of a potential CI in Amsterdam was taken top-down (public stakeholder). In practice, this difference became clear from the Amsterdam case, especially from the 100 short semi-structured interviews, as people stakeholders were much more sceptical towards a CI in which a public or private stakeholder would be involved than in the Rotterdam case. For CBAs, most often communities (as in Rotterdam) or private developers take the initiative for a CBA exploration, and in some instances the public stakeholder may suggest it (Amsterdam).

Reflecting on the nature and scope of CIs, whereas the Rotterdam CI is merely focused on process agreements about the participation process (i.e. communication, provision of information, access to resources, process management), in the United States (US) the nature and scope of Community

Benefits Agreements (CBAs) are different and more encompassing as agreements usually cover issues like local hiring and affordable housing, environmental mitigations or the provision of amenities. This difference, which also influences the extent to which the CI impacts the lives of affected communities, could be attributed to that in the US the use of CIs such as CBAs have a longer history than in the Netherlands.

Looking further into CI creation processes, in Amsterdam it was emphasized by a public stakeholder how in case of negotiations leading up to a CI, attention needs to be paid to people stakeholders as they are not at the same power level (Chapter 2) as the other stakeholders. In Rotterdam, no (extensive) negotiation process has taken place about the content of the CI, the exception being the participation budget. In contrast, prior to the writing of CBAs, negotiations take place between the stakeholder groups involved and negotiation templates even exist. Within these processes, community coalitions, as outlined in Chapter 2, sometimes even receive support from the public stakeholder or legal expertise, if their resources allow it. The discrepancy between the Dutch and US context could be explained by that CIs between public-private-people stakeholders are more established in the US. Related to this issue is that in both case studies, it was questioned by some interviewees from all stakeholder groups whether it would be possible to create a CI between stakeholder groups that would have different (conflicting) interests, especially regarding the people and private stakeholder groups. However, the CBA literature has shown practice examples of CBAs in which various groups from different stakeholder groups, carrying with them diverse (conflicting) interests, have joined community coalitions (Gross et al., 2005; Janssen-Jansen & Van der Veen, 2017). Moreover, the number of different groups involved in CBAs on the community side is in general much higher than in the Dutch cases.

Moreover, in Rotterdam, the CI was written by the private developer, based on research attached to a participation charter. In Amsterdam, multiple stakeholder groups have argued that an independent entity should create the CI as to ensure that not one stakeholder groups' interest would dominate. Returning to the 4P literature, in line with the latter case is the suggestion made by Ng et al (2013) that a third party should function as a partnership facilitator.

Reflecting on the accountability value that has been praised by CBA adherents, most CBAs are published online as to enhance accountability and for compliance monitoring. However, the Dutch examples as mentioned in Chapter 1 and the CI in Rotterdam are not, which might have to do with the sensitivity of the issues covered, such as eligibility or the height of participation budgets regarding the Rotterdam CI, or simply the relative newness of the use of CIs. Continuing with enforceability, in both case studies, the people stakeholder has emphasized the importance of a CI not only having symbolic but also legal value so that the agreements could be enforced. However, for the Rotterdam case, discrepancies in view exist between stakeholder groups on the symbolic and/or legal value of the CI. No measurements for noncompliance are included in contrast to some CBAs (Beach et al., 2014). It has moreover been disputed, especially in the Rotterdam case, to what extent participation CIs could be legally enforced in the Netherlands, and there is no guarantee that the new *Environment and Planning Act* will provide an adequate legal framework. Although their enforceability has not been tested in court yet, CBAs in the US have been praised for their enforceable mechanism. This cultural difference could be attributed to the US being known for its "contract culture" (d'Iribarne as cited in Janssen-Jansen & Van der Veen, 2017, p. 211).



Related to this issue is that whereas in the US, the communities involved in CBAs agree to refrain from protesting against the plans when signing a CBA, in Rotterdam this does not seem to be the case and in Amsterdam some people stakeholders have been apprehensive in terms of what consequences a CI would have for their participation rights (such as not wanting to give up their protest rights). This apprehension could potentially be explained by that Dutch stakeholders are not familiar yet with examples of CIs and what consequences these have for the stakeholders involved.

Moreover, the participation charter that was used as an incentive to create the Rotterdam CI, belonged to the Dutch national advocacy association for house owners and the majority of residents living in the neighborhood of the organized residents included in the Rotterdam CI are house owners and the share of social housing is rather low as described in Chapter 4. It could be questioned to what extent residents in the neighborhood adjacent to the Amsterdam URP project area would be familiar with that specific participation charter as the majority of residences in those neighborhoods are social housing units (Chapter 4). This could potentially show unequal positions between residents owning a house and those who do not in regard to having a chance to get involved in a CI. Connected to this issue is that in general, CBAs provide benefits for more vulnerable communities (Belongie & Silverman, 2016).

Reflecting on the when (not) to use a CI, in both case studies, but especially the *ex-post* case it became evident that stakeholders could influence URPs the most before a land-use plan is in place. For a CI to have influence on the URP, it should therefore be created before a land-use plan is effective. These findings are in line with the 4P and CBA literature, as 4P scholars have advocated for “early” people stakeholder involvement in URPs and CBAs being created before development agreements are in place.

Returning to the debate on participation practices and how CIs could (not) play a role in changing stakeholder’s power position (Chapter 2), in Amsterdam, especially people stakeholders have outlined under what conditions they would view the use of CIs as pro-forma (i.e. different stakeholder groups not having *equal positions* (Chapter 4) or unclarity about what kind of influence different stakeholders could exert). In Rotterdam, specifically the business private stakeholder has expressed concern how municipalities and private developers could misuse CIs. Indeed, CBAs are at risk of being co-opted, of which known examples exist (Chapter 2), such as private developers “buying off” community coalition members. In that sense, Swyngedouw (2007) would regard CBAs and thereby potentially also CIs in general, as one of these *new participation instruments* which emerged to supposedly *empower* communities (as they could be of the impression that some of their interests are being safeguarded) but which in practice are being prone to function as a veil to favor the interests of private developers at the expense of communities. Instead, CIs should be regarded merely as tools for co-optation under a neoliberal hegemony.

### 5.3 Reflection on the 10 norms and 9 variables

As far as known, this is the first study that is using the combination of the *10 participation norms* and *9 variables* to analyze the empirical data. When reflecting on which norms or variables were more prevalent in the *ex-ante* or *ex-post* case, the following was found: (see Appendix 1 for an overview of what norms and variables were found for each theme), starting with the norms, the biggest

difference was that in the *ex-ante* case, representatives from all stakeholder groups would lay much more emphasis on a CI being “flexible” (i.e. CI being able to be updated) than in the *ex-post* case (*Norm 5: Flexibility* – Theme 2). This could be explained by that the *ex-ante* case has adopted an iterative development approach which also means that it is difficult for stakeholder groups to reflect on the future development of the project and what it means for them. Also more private business stakeholder groups were interviewed in the *ex-ante* case, of which a number claimed that the use of a CI is impossible or undesirable because of changing contexts, which has influenced the results. Secondly, in the *ex-post* case more emphasis was put on stakeholder groups being organized and having a representation in order for a CI to function (*Norm 2: Role Integrity* – Theme 1). This could be explained by that in the *ex-post* case stakeholders already had experiences with the working of a CI, and no unorganized stakeholder groups are included in contrast to the *ex-ante* case in which an exploration of unorganized stakeholder groups was executed. Zooming into the 9 variables, in the *ex-ante* case more emphasis was laid on a CI working time- and cost effective (*Efficiency* – Theme 4), which could also be attributed to the iterative approach of the project as a CI, if made collectively, could function as a guiding principle showing the preferences of the affected communities for the development course.

Moreover, similarities were found between the two case studies in terms of what norms or variables played an important role for what stakeholder group. In the analysis of the data it became clear that for the people stakeholder groups norms 6 (*Distribution and Creation of Means*) and 8 (*Creation and Restraint of Power*) played an important role in explaining their attitudes, which could be attributed to this group being more concerned with their power position (Chapter 2), and which was explained by reflecting on their previous experiences with the participation processes (*Norm 1: Reliance and Expectations*). Because people stakeholders often have an information backlog in development projects, more emphasis was put on clarifying roles of stakeholders (*Norm 2: Role Integrity*). The variables *Accountability* and *Enforceability* were most prevalent for the people stakeholder, which can again be attributed to their concern with their power position. For private businesses in both cases, norm 5 (*Flexibility*) was important in explaining their attitudes towards CIs which can be explained by businesses being more subjective to changing contexts. Moreover, for public stakeholders, CIs containing reciprocal elements, following norm 3 (*Reciprocity*) were deemed highly important as was the variable *Efficiency* which is attributed to these stakeholders sharing responsibility for the participation processes in both cases, thereby also having a responsibility to keep an eye on the interests of *all* groups involved.

Although it was expected that norms and variables were associated, some norms were more associated with some variables, specifically, norm 2 (*Role Integrity*), norm 3 (*Reciprocity*) and norm 8 (*Creation and Restraint of Power*) were often associated to *Accountability*. Moreover, norm 6 (*Distribution and Creation of Means*) was often associated with *Enforceability*. Norm 2 (*Role Integrity*) was moreover associated with the variable *Transparency*, as one of its elements was clarity in the roles and responsibilities of different stakeholder groups. Moreover, the variables *Accountability* and *Enforceability* go hand in hand as one would almost always be associated with the other by stakeholders. The relationships between the norms and variables can be further investigated via case study analysis as this would be helpful in analyzing and designing participation processes and whether or not to make use of CIs.

Reflecting further on the operationalization of the norms and variables, the variable *Knowledge Exchange* needs to be adjusted to also include the exchange of (in)tangible resources, and be renamed to *Resource Exchange*. Regarding the 10 norms, although norm 7 (*Harmonization with Local Culture*) was used to analyze participation processes, it did not play a role in explaining the stakeholders' attitudes towards CIs and was therefore not referenced in the results.

#### 5.4 Limitations

This study has a number of limitations. Firstly, the information obtained via the interviews was subjective information and dealt with the perceptions of stakeholders. Therefore, empirical data was collected until saturation was achieved, and in the analysis process attention was paid to that the perspectives of all stakeholder groups was taken into account in both cases.

Secondly, with regard to the data collection of the *ex-ante* case, in addition to the expert interviews, short semi-structured interviews were conducted in order to reach out to the type of interviewees that were hard to reach via the interview invitations: because the *ex-ante* research was integrated with the larger R-LINK research, 100 short interviews were conducted, although saturation was achieved in an earlier stage. It appeared that for some of these interviewees, the concept of a CI was hard to grasp even after detailed explanation. This could be attributed to the setting of the interviews, which were much shorter than the expert interviews and took place outside a local supermarket. Nevertheless, these short interviews have enriched the data as they added new perspectives and were therefore important to take into account.

Thirdly, the land of the *ex-ante* URP is currently owned by the Dutch State and not the municipality of Amsterdam (i.e. the intended future buyer). More often, in general the land of redevelopment projects is owned by a municipality or private land-owner. Therefore, it could be stated that the governance structure of this *ex-ante* URP is different from a general URP, even though differences between nations exist as for example in the US, municipalities own much less land than in the Netherlands (Stammers & Van der Veen, 2015). As such, the findings in the *ex-ante* case might be more applicable to the Netherlands or nations in which the national state or municipality also has a fair share of land ownership.

Lastly, the generalizability (external validity) of the findings in this study is limited because of the few number of case studies. Nevertheless, this study aims to draw more general insights from the contextual conditions of the use (or not) of CIs in participation processes.

#### 5.5 Recommendations

For *researchers* of participation CIs in URPs, a number of recommendations for future research can be made. Future research can follow-up on using the combination of 10 norms and 9 variables by for instance applying a mixed methods approach through which the variables could also be quantitatively analyzed. For example, *Efficiency*, could be analyzed in addition by researching the costs and time-frame of the participation and redevelopment project over time. Future research could also aim to measure and map the power relations of how the 10 norms and 9 variables play out between the stakeholder groups involved, e.g. following Granovetter (1973).

Moreover, the four identified themes in this research (i.e. *(A)symmetrical power positions*, *Flexibility of contractual instrument*, *Reciprocity* and *Symbolic vs. legal value of contractual instrument*) could be further explored. More cases study research (both *ex-ante* and *ex-post*) needs to be conducted in order to see whether the themes need to be adjusted.

In addition, the *ex-ante* case in this study could be followed up by researching whether or not it will be decided to employ a participation CI. In case a decision is made that a CI will be used, the *expectations* of the different stakeholders found in this study could be compared to their *experiences* with the working of the CI which could potentially provide insight into even more contextual conditions.

Furthermore, in the *ex-ante* case the decision of the Dutch ministry of Defense has directly influenced the planning and course of the URP, which has also influenced the results of the exploration of a CI, as outlined in Chapter 3. This shows how influential the make-up of public stakeholders (right or left wing) is for influencing URPs, which has a direct effect on the use (or not) of participation CIs in URPs. Therefore, future research should take into account the effect the make-up of public stakeholders has on the use (or not) of CIs.

The following Table 8 contains recommendations for three target groups: initiators of participation processes and participation participants in URPs, and (municipal) policy makers involved in spatial (re)development projects. For each recommendation, it is indicated to which of the four themes as found in this study (Chapter 4; 5) it is connected.

Table 8: Recommendations

Theme*	Target group(s)	Recommendations
1	Initiators; participants	When the choice is made that a contractual instrument (CI) is created as part of the participation process, and it is clear which different stakeholder** groups will be involved, it is important for initiators*** to be transparent about what the influence of each group is, including the participants****, on the content of the CI. The scope of each stakeholder group's influence needs to be narrowly defined and communicated in order to manage expectations.
1	Initiators	It is suggested that the creation of a CI is facilitated by an independent third party in order to balance the (conflicting) interests of the stakeholder groups. This third party could also function as a mediator and could facilitate a negotiation process in order to create the CI. In order to avoid a conflict of interest, the third party could write the CI. Important thereby is that feedback opportunities are offered to different stakeholder groups.
1	Initiators; participants	Within the process of creating a CI, the people stakeholder does in general not have the same access to (in)tangible resources as the public and private stakeholders. Therefore, the initiators need to provide for the resources (e.g. a room to gather or monetary resources to acquire expertise such as legal counselling) needed in order for the people stakeholders to be able to negotiate a CI and to participate in the URP. Important thereby is that the people stakeholder, for instance when in need of consultancy, is able to make independent decisions (e.g. a consultancy organization that is to support the people stakeholder should not be hired and paid by the initiators of the CI participation process).
1 / 2	Initiators	The people stakeholder is often a very heterogenous group. Before a decision is made who the stakeholders are that will enter into a CI, a comprehensive overview of the different stakeholder groups within the participation process needs to be made. Initiators need to be aware that when a decision is made to enter into a CI with (a) specific people stakeholder(s),

		more asymmetric relations could be created between participants that are part of the CI, and those which are not.
1 / 4	Policy makers; initiators; participants	<p>Be aware of the risks that exist of CIs being co-opted. Specifically known risks are:</p> <ul style="list-style-type: none"> <li>• Initiators solely using a CI to show how they have gained support from participants within the URP, in that sense not truly giving other stakeholder groups power to influence the CI.</li> <li>• The process of negotiating a CI and when it is effective, could be aided by different stakeholder groups having a representation. Especially people stakeholders could face challenges with representations of larger groups. Risks exist that community representatives are not representative of the constituency they are said to represent. Moreover, it is also important to pay extra attention to the views and needs of the unorganized people stakeholders as their voice could be less heard than the voice of the organized people stakeholders.</li> <li>• People stakeholders could experience the use of a CI as pro-forma if it will not be clearly defined what each stakeholder group's influence is on the content of the CI.</li> <li>• People stakeholders could experience the use of CI as pro-forma if the CI has solely symbolic value.</li> </ul>
1	Policy makers; initiators	For iterative URPs, CIs could give the people stakeholders security in the sense that the CI could be used to show <i>what type of participation</i> (e.g. provision of information or consultation) is possible at <i>what stage of the URP process</i> . At the same time, if a CI would follow this structure it could enhance the initiators' accountability.
2	Policy makers; initiators	In order to give different stakeholder groups influence in the URP, a CI should be used before a land-use plan is in place.
2	Initiators	For iterative URPs, in order to respond to changing contexts, different CIs could be created for different development phases, involving different stakeholder groups.
2	Initiators	Businesses as part of the private stakeholder group are more in need of flexible CIs because of their businesses being more subjective to contextual changes. Changes made in a CI could be followed by a negotiation or voting procedure.
3	Initiators	In order to manage expectations of different stakeholder groups, a CI could make a distinction between short- and long-term agreements. This CI design could also work for iterative URPs. Details of long-term agreements could be negotiated at a later stage of the redevelopment process.
3	Initiators; participants	In order for a CI to contain mutual gains, a CI should strive towards shared goals. It is thereby important that all different stakeholder groups have responsibilities and commitments. Resource sharing between stakeholder groups could facilitate the achievement of shared goals, about which specific agreements could be included in the CI.
3	Initiators; participants	In order to manage expectations of all stakeholders involved in the participation process, if possible, the agreements made within a CI should contain details in regard to clearly defining the geographical scope of the project area, a detailed timeline and deadlines for when different stakeholders are expected to achieve tasks and goals. In this regard, it is also important to clearly define the duration of the CI.
3	Policy makers; initiators	For iterative URPs, if the CI is made collectively, the CI could function as a guiding principle for future development of the project area as the CI could show a preference for the course of the development trajectory of different stakeholder groups. In that respect, a CI could potentially facilitate a smoother transition from the planning to the implementation phase.
3 / 4	Initiators; participants	In order to enhance transparency and accountability for all stakeholder groups involved, the CI should be made publicly available (also online). In this way, participants could monitor the CI's working and progress. Moreover, an independent oversight, which could be similar to a third party that could facilitate the negotiation process and creation of CI, could be in charge of checking whether stakeholders are complying with the CI.
4	Initiators; participants	CIs could have different formats. It is important that clarity is provided on the symbolic and/or legal value of a CI in order to manage expectations. Especially people stakeholders attribute importance to the legal value of a CI.

\*refers to the four identified themes in this study: 1. (A)symmetrical power positions, 2. Flexibility of contractual instrument, 3. Reciprocity and 4. Symbolic vs. legal value of contractual instrument.

\*\*refers to the public, private and people stakeholders involved in the participation process and larger redevelopment project.

\*\*\*refers to public and/or private stakeholders that initiate participation processes in redevelopment projects.

\*\*\*\*refers to people and/or private stakeholders participating in participation processes of redevelopment projects.

## 5.6 Conclusion

In regard to what extent CIs are able to have transformative outcomes for the power positions of stakeholder groups regarding access to resources and bargaining power to influence URP processes, it can be argued that these depend on 1) the *process* leading up to a CI, 2) the *form* of a CI and 3) at what *stage* of the URP process a CI is used. As this study has shown, the power position of stakeholders within the *process* is dependent on, for instance, whether stakeholder groups have equal voices regarding how they can influence the content of the CI, whether there is a negotiation process preceding the CI and if stakeholder groups have adequate representation, or whether only one stakeholder group is acting as a driving force behind the CI. Moreover, the *form* of a CI is influenced by its nature and scope, such as whether CIs solely cover communication arrangements or whether they deal with the provision of jobs, housing or amenities for example. Whether detailed agreements are added or whether a CI merely has a pro-forma status. Whether a CI has symbolic and/or legal value and whether it could be recalibrated to address changing contexts and changed opinions, influences' stakeholders power position. The redevelopment *stage* in which a CI is employed, it being before or after a land-use plan is in place, will furthermore inform power positions. These insights can be used by practitioners and participants of URPs, (municipal) policy makers involved in spatial (re)development projects and researchers of CIs in URPs to understand the *why, when, what and how (not)* of CIs in redevelopment participation processes and different stakeholder groups' attitudes and expectations and experiences of them.

What has become clear is that although CIs have potential to address asymmetrical power positions, in fact, it must be acknowledged that stakeholders are never *equal* regarding influencing redevelopment trajectories. Therefore, instead of for instance regarding the people stakeholder as the 4<sup>th</sup> P within a *partnership*, these CIs should be framed as part of redevelopment *participation processes*.

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### Abbreviations

4P: Public-Private-People Partnership  
CBA: Community Benefits Agreements  
CI: Contractual Instrument  
PPP: Public-Private Partnership  
URP: Urban Redevelopment Project  
US: United States

*Appendix 1: Presence of norms and variables in both case studies*

<u>Theme 1: (A)symmetrical power positions</u>	Ex-ante (Amsterdam)	Ex-post (Rotterdam)
RQ1: Why & When (not)	<b>Norm 2: Role Integrity*</b> <b>Norm 6: Distribution and Creation of Means</b> <b>Norm 8: Creation and Restraint of Power</b>	<b>Norm 2: Role Integrity</b> <b>Norm 6: Distribution and Creation of means</b> <b>Norm 8: Creation and Restraint of Power</b>
RQ2: (Expected or experienced) Influence	<b>Level of Support</b> <b>Inclusivity</b> Transparency	<b>Level of Support</b> <b>Inclusivity</b>  Efficiency Level of Conflict Accountability Knowledge Exchange

<u>Theme 2: Flexibility of contractual instrument</u>	Ex-ante (Amsterdam)	Ex-post (Rotterdam)
RQ1: Why & When (not)	<b>Norm 4: Balanced Planning</b> <b>Norm 5: Flexibility</b> <b>Norm 10: Ongoing Consent</b>	<b>Norm 4: Balanced Planning</b> <b>Norm 5: Flexibility</b> <b>Norm 10: Ongoing Consent</b>
RQ2: (Expected or experienced) Influence	Level of Support  <b>Efficiency</b> <b>Adjustment to Local Context</b>	Inclusivity <b>Efficiency</b> <b>Adjustment to Local Context</b> Enforceability

<u>Theme 3: Reciprocity</u>	Ex-ante (Amsterdam)	Effects Ex-post (Rotterdam)
RQ1: Why & When (not)	Norm 1: Reliance and Expectations Norm 2: Role Integrity <b>Norm 3: Reciprocity</b> Norm 4: Balanced Planning  <b>Norm 8: Creation and Restraint of Power</b> Norm 9: Project Solidarity	<b>Norm 3: Reciprocity</b>  Norm 6: Distribution and Creation of Means <b>Norm 8: Creation and Restraint of Power</b>
RQ2: (Expected or experienced) Influence	<b>Accountability</b> <b>Efficiency</b> Knowledge exchange <b>Transparency</b> <b>Level of Conflict</b>	<b>Accountability</b> <b>Efficiency</b>  <b>Transparency</b> <b>Level of Conflict</b>

<u>Theme 4: Symbolic vs. legal value of contractual instrument</u>	Ex-ante (Amsterdam)	Effects Ex-post (Rotterdam)
RQ1: Why & When (not)	<b>Norm 1: Reliance and Expectations</b> Norm 4: Balanced Planning <b>Norm 6: Distribution and Creation of means</b> <b>Norm 8: Creation and Restraint of Power</b>	<b>Norm 1: Reliance and Expectations</b>  <b>Norm 6: Distribution and Creation of means</b> <b>Norm 8: Creation and Restraint of Power</b>
RQ2: (Expected or experienced) Influence	Inclusivity <b>Enforceability</b> <b>Accountability</b> Efficiency	<b>Enforceability</b> <b>Accountability</b>

\*When in **bold**: norm or variable was present in both case studies.

## Appendix 2: Semi-structured interview guidelines

### **Semi-structured Interview Guideline Amsterdam – expert interviews**

#### **Part 1: Participation and redevelopment process**

1. *Do experiences in the past influence your view on the development process of the project?  
Please explain*
2. *A. How would you describe your role/involvement at the project area?  
B. Is it clear to you what the roles and responsibilities of the different parties are in the development of the project? Please explain  
C. Are you satisfied with the way you are being addressed by the other stakeholders (e.g. managing public stakeholder/municipality of Amsterdam)? Please Explain*
3. *A. What do you expect from the other stakeholder groups (i.e. managing public stakeholder/municipality of Amsterdam/local residents/Navy/companies at or around the project area) regarding the development of the project area?  
B. What do you have to offer regarding the future development of the project area?  
C. Have you ever participated in the development process of the project or have you ever organized any activities/events? Please explain*
4. *Does the planning regarding the development process of the project correspond to your agenda/agendas of others? Please explain*
5. *A. Within the participation process of the project, do you have enough opportunities to participate “in your own way”/in the way that you like? Please explain  
B. Would you change anything in the participation process, for example regarding the meetings or the way in which communication takes place? Please explain*
6. *Do you have access to enough means to participate in the development process of the project? For example, do you have enough time to participate, or is there any specific knowledge missing, or money or support by experts or a space to gather? Please explain*
7. *A. Does the participation process fit the local culture? Does the participation process fit you? Please Explain  
B. Would you want to change anything? If so, how/what?*
8. *A. Is it important for you to influence the development process/plan of the project? Please explain  
B. On what aspect/element do you want to have influence?  
C. Is that already guaranteed? Please explain*
9. *What is needed in order for you to embrace the development of the project and the corresponding participation process?*
10. *Is it important for you that during the development process of the project you are consulted on a regular basis? Please explain*

## **Part 2: Questions about a potential contract**

*1a. Does a contract have an added value for the development of the project or not? Why (what is the added value) or why not (why is there no added value)?*

*1b. If added value: in which phase of the redevelopment project would it have added value and when not?*

*2. For whom could a contract be interesting and why? What is in it for them?*

*3. Could a contract be more or less useful/meaningful for some stakeholder groups than for others?*

*4.*

- *Do you think/expect a contract could enhance the support for the participation process and the execution of specific activities at the project area or not at all/would it decrease support? Support for whom/what group and why?*
- *Do you think a contract could lead to more or less involvement in the participation process and in the execution of specific activities? Involvement of whom/what group and why?*
- *Do you think a contract could lead to more or less transparency in the decision making process? For whom and why?*
- *Do you think the contract could enhance transparency regarding who is responsible for what and that parties will more likely be accountable/will live up to the agreements made in the contract or not? Why?*
- *Do you think a contract could or could not contribute in the participation process and the provisions/buildings being adapted to the local context/wishes of the different parties? Why?*
- *Do you think a contract will or will not stimulate the use of knowledge of different parties? Why?*
- *Do you think a contract could minimize conflicts or protests or not? Conflicts between who? Why?*
- *Do you think the use of a contract will lead to a more or less effective (i.e. time and money wise) development of the project? Why?*
- *Do you think a contract in an early stage of the development process could shorten the temporal gap between planning and implementation or not? Why?*
- *Do you think political actors will support the development process of the project more or less easily when there is a contract? Why?*
- *Do you think that when no contract is created, the amenities/facilities/services that will be created will less likely fit the local context or will they fit the local context better? Why?*

Additional questions Amsterdam:

- *Would you be more motivated to participate in the participation process of the project if you knew a contract would be created? Why yes/no? What about others/other stakeholders?*
- *If a contract was created that would fit your wishes, would you be willing to sign it? Why yes/no?*
- *What possible barriers could you think of regarding the process of making arrangements and putting them into a contract?*

## **Semi-structured Interview Guideline Rotterdam – expert interviews**

### **Part 1: Participation and redevelopment process**

1. *Do experiences in the past influence your view on the development process of the project?  
Please explain*
2. *A. How would you describe your role/involvement at the project area?  
B. Is it clear to you what the roles and responsibilities of the different parties are in the development of the project? Please explain  
C. Are you satisfied with the way you are being addressed by other stakeholders (e.g. municipality of Rotterdam/private developer)? Please Explain*
3. *A. What do you expect from the other stakeholders (i.e. the municipality of Rotterdam/private developers/local residents/local entrepreneurial organization/national association for house owners) regarding the development of the project area?  
B. What do you have to offer regarding the future development of the project area?  
C. Have you ever participated in the development process of the project or have you ever organized any activities/events? Please explain*
4. *Does the planning regarding the development process of the project correspond to your agenda/agendas of others? Please explain*
5. *A. Within the participation process of the project, do you have enough opportunities to participate “in your own way”/in the way that you like? Please explain  
B. Would you change anything in the participation process, for example regarding the meetings or the way in which communication takes place? Please explain*
6. *Do you have access to enough means to participate in the development process of the project? For example, do you have enough time to participate, or is there any specific knowledge missing, or money or support by experts or a space to gather? Please explain*
7. *A. Does the participation process fit the local culture? Does the participation process fit you? Please Explain  
B. Would you want to change anything? If so, how/what?*
8. *A. Is it important for you to influence the development process/plan of the project? Please explain  
B. On what aspect/element do you want to have influence?  
C. Is that already guaranteed? Please explain*
9. *What is needed in order for you to embrace the development of the project and the corresponding participation process?*
10. *Is it important for you that during the development process of the project you are consulted on a regular basis? Please explain*

### **Part 2: Questions about the covenant**

Additional questions Rotterdam:

- *Why was the covenant created?*

- *What was the time-frame for the creation of the covenant? Have there been any negotiations? If so, who were involved?*
- *Does the covenant fit the scale of this project?*
- *Are there any specific agreements missing from the covenant? If yes, which ones?*
- *What is the (legal) duration of the covenant?*
- *Does the covenant have a legal status?*
- *Is the covenant being updated? If so, when or how regularly?*
- *With regard to the agreements included in the covenant, how much influence did you have on these agreements? Are you satisfied with the influence you had? Please explain*
- *Have there been any barriers in the creation of the covenant?*

*1a. Does the covenant have an added value for the development of the project or not? Why (what is the added value) or why not (why is there no added value)?*

*1b. Does the covenant fit the phase of the redevelopment project or not? If not, in what phase would it have been appropriate? Please explain*

*2. For whom does the covenant have an added value (or not)?*

*3. Is there a difference between the different stakeholder groups? Is the covenant more or less useful/meaningful for some stakeholder groups than for others?*

*4. Would you recommend the covenant to colleagues?*

*5.*

- *Do you think the covenant has contributed in enhanced the support for the participation process and the execution of specific activities at the project area or not at all/has it decreased support? Support for whom/what group and why?*
- *Do you think the covenant has led to more or less involvement in the participation process and in the execution of specific activities or not? Involvement of whom/what group and why?*
- *Do you think the covenant has led to more or less transparency in the decision making process? For whom and why?*
- *Do you think the covenant has enhanced transparency regarding who is responsible for what and that parties will more likely be accountable/will live up to the agreements made in the contract or not? Why?*
- *Do you think the covenant has or has not contributed in that the participation process and the provisions/buildings are being adapted to the local context/wishes of the different parties or not? Why?*
- *Do you think the covenant has or has not stimulated the use of knowledge of different parties? Why?*
- *Do you think the covenant could have minimized conflicts or protests or not? Conflicts between who? Why?*
- *Do you think the use of the covenant has led to a more or less effective (i.e. time and money wise) development of the project? Why?*
- *Do you think the covenant could have shortened the temporal gap between planning and implementation or not? Why?*
- *Do you think political actors will support the development process of the project more or less easily when there is a covenant? Why?*
- *Do you think that the covenant has contributed to that the amenities/facilities/services that will be/have been created fit the local context better or less good? Why?*



## Semi-structured Interview Guideline Amsterdam – short interviews



1. Do you know the project? Have you ever been to the project area? If so, what did you do there?
2. Is it important for you to participate in the development process of the project? Why (not)? Have you ever participated in the participation process? Why yes/no?
3. What is your opinion on when agreements about the redevelopment of the project would be captured into a contract with stakeholders (e.g. residents/companies/policy makers)? Would that have added value or not? For whom would that (not) have added value?
4. Would you be more motivated to participate in the participation process of the project if you knew a contract would be created? Why yes/no?