

APPENDIX A

FOUR CASE STUDIES FROM LATIN AMERICA AND AFRICA

Case Study 1: Villa el Salvador, Peru (1972-1980)

The following summary of this case study is based on Skinner (1982), Skinner (1983) and Peattie (1990).

Land invasions have a long history and tradition in Lima, beginning in around 1940. By 1972 there were over 300 settlements housing over 800 000 people, a quarter of Lima's population. Although never officially sanctioned they were nonetheless agreed to, supported or even sponsored by governments in return for political benefits. In 1971 however this changed.

Villa el Salvador was established in May 1971 as a resettlement project for families who had recently squatted on State and private land. The site was approximately 20km from Lima city centre and was ultimately intended to accommodate 250 000 people. The purpose of the participatory component of the project was clearly political and can be clearly traced to the attempt of the military government to obtain a base of social support.

The new (revolutionary) military government needed support, which was the political reason for the participatory component (of the project). A new masterplan of agrarian and industrial reform (including the expropriation of multinational oil companies) had in mind worker co-management and ownership of industry. This undermined any potential backing from international or domestic capital and traditional parties, which meant that the military needed the support of the masses. As Pueblo Jovenes (residents of informal settlements) represented 27% of the population (of Lima), this meant that they, as a block, formed a significant portion of this sector.

Organisation of the community of Villa el Salvador took two forms. The first of these was government initiated. The National Office for the Development of young towns began to organise the community on a block level, with a delegate from each block. Sixteen blocks constituted a sectoral grouping. In 1972 this organisation was absorbed into a newly created National System to support Social

Mobilisation (SINAMOS), an institution directly dependent upon the President. The goal of SINAMOS was to bring about a "revolutionary" transformation of Peruvian institutions into ones characterised by participatory decision-making. SINAMOS also took over numerous other organisations so that it became the agency in charge of the organisation and development of Villa el Salvador, which in turn became the government's showpiece project to demonstrate what participatory mobilisation could do in the sphere of the urban community. However there were also problems. While SINAMOS gave the community access to resources it also linked the community to the political future of SINAMOS.

In July 1973 the grassroots structure of Villa el Salvador was restructured as an "integrated, communal self-managing co-operative", CUAVES. This body was a complex community organisation system, with secretariats covering education, commercialization and production, health and welfare, and vigilance. 950 blocks were grouped into 64 *juntas directivas* which were, in turn, grouped together by a central *directiva* with its own specialised secretariat. The general secretaries together made up the general assembly of the community.

With the formation of the CUAVES the residents began to see Villa el Salvador as a self-contained "city" and began to consider the area as a separate city district with its own Council. The CUAVES created an organisation structure from levies on sites and organised a community fire brigade. However, although government spokesmen (sic) had praised the concept of CUAVES and what it stood for, legal recognition as a community organisation was never achieved.

Until 1976 CUAVES identified with the revolution and perceived that transfer of power to grassroots organisations were a means of attacking government stasis and therein served both the community and the wider process of political change. However there had been several tensions developing which came out more openly from 1976 onwards, caused partly by the change in Presidency in 1975. Thus (i) SINAMOS ceased to play an important role and the leaders who had been involved in community organisation and self-management dropped out of sight, (ii) residents attitudes showed a widespread feeling that the level of development

in the area was due entirely to local effort and derived very little from government support, (iii) there was a major divergence in priorities. The government's priority was physical infrastructure and as a result there was very little backing from the government for educational facilities, medical facilities and the community bank (the latter ultimately failed), which were the community's priorities; (iv) there was a refusal on the part of the government to back community priorities, in order to exert political leverage on the community leadership, (v) finally the Government tried to prevent the formation of a national body of pueblos juvenas of Southern Lima.

In 1979 the government began to restructure the administrative apparatus for settlements like Villa el Salvador. The central organisation of "young towns" was abolished and its functions parcelled out to a number of offices in the Ministry of Housing. At a local level CUAVES leaders became separated from the more mundane concerns of the average family in Villa el Salvador, while on a national level two federations of "marginal settlements" were established to oppose the government restructuring. There was thus a growing polarisation on the one hand and a separation of local from national issues on the other.

Initially there were shared common views on development and it would appear that the need for community participation was shared by community leaders, SINAMOS, and government, embracing local development needs and national political and economic changes and therefore satisfying the aims both of the masses and of the state. However with time a divergence in the military-community alliance later appeared which can be traced to latent differences in the perception of the purpose of participation, and the way in which decision making in development took place.

Case study 2 - Buenos Aires (1980-1984)

The following summary of this case study is based on Cuenya et al (1990a, 1990b). The case study describes an experience in grassroots organisation

seeking to obtain access to urban land in Greater Buenos Aires in the years 1980 to 1984.

In late 1981 and early 1982, thousands of families invaded 211 hectares of land spread around working-class neighbourhoods in the municipalities of Quilmes and Almirante Brown, in the South of Greater Buenos Aires. The occupation was limited initially to land sites believed to belong to the state but spread wider such that by the end of 1981 the invasion had taken on mass proportions, the settlers numbering some 22 000.

The first response of the government was to try and bulldoze the newly formed settlements and the settlers took up the defense of the land they now occupied, backed by groups linked to the church-supported grassroots communities. There then developed a broadly based solidarity movement supporting the settlers and headed (initially, at least) by some sectors of the Catholic Church. This was later joined by organisations and people committed to the defense of working class interests. The settlers stayed on the land and became more confident that in time the internal weaknesses evident within the ruling military junta would work in their favour. This viewpoint was justified in the autumn of 1982 when the military guarding the settlement were withdrawn.

Increasing levels of poverty in Argentina were an important factor underlying the land invasions. While Argentina had long been one of the richer Third World nations, the 1960s and 1970s brought a considerable weakening in its productive capacity, a fall in real income for most people and a rapid increase in the number of people living in extreme poverty.

To this general impoverishment was added the impact of the housing and urban policies implemented by the military government. Thus the Urban Rent Law abolished all forms of rent control, so that while the number of people seeking cheap rental accommodation grew rapidly the supply of cheap accommodation fell. Simultaneously the government bulldozed many centrally located shanty towns.

This brought together a diverse group of people bound together by the fact that all had lost out in the economic and political situation.

This formed the "necessary but not sufficient conditions" for the invasion. The change to sufficient conditions were brought about through (i) an increase in the very limited social space permitted for collective action by the sectors which had suffered most (following a change in the head of the junta); and (ii) the existence of church backed grassroots communities able to exploit this space.

Within the first few months of the land being occupied, and the settlement becoming more developed, the settlers' organisation began to evolve. Initially this was in the form of a committee willing to assume responsibility for arranging the location of families on site but this quickly evolved into a block based organisational structure. Settlers elected a "block delegate" and two deputy delegates from each block as a "Council of Delegates" which was set up in each block while two delegates from each neighbourhood's "Coordinating Committee", which then represented their neighbourhood in the "General Coordinating Body". This was constituted in February 1982 to lead the struggle for secure tenure of the land and basic services.

The settlers' movement recognised that it had to negotiate with the state and this process appears to have fallen into three stages. The first was the occupation and physical consolidation within a policeordon. The second when there was an opening up in the political process and the third corresponded to the establishment of a new constitution and a democratic system of government.

Under the so-called "political opening-up" the institutions traditionally recognised as channels of political mediation - the political parties - became very active and the settlers' organisation was actively seeking ways to work more closely with these parties. With the return to democratic government and the restoration of full constitutional rights, there were two significant new development. The first was a new official attitude on the issue of land in the Quilmes settlements; soon after its inauguration, the government of the Province

of Buenos Aires presented a draft bill of land expropriation and subsequent sale to its occupants. The second development was the internal break-up and fragmentation in the settlers' organisation, the first signs of which were already visible soon after the return to a constitutional form of government. These related to political differences within the organisation which had been consciously contained in the settlement until the political campaign was over.

From the viewpoint of urban development and a democratic form of urban management two elements are highlighted. The first is that there was a mass invasion of land, a common occurrence in many other countries of Latin America but a rare event in Argentina's history. The second element relates to a less obvious implication, namely the social and political factors underlying the invasion.

It is argued that, firstly, the mass nature of popular demands for a good (such as land) require that the dispossessed act through neighbourhood organisations, pressure on the public authorities and public mobilisation. Mass access to land can only be achieved through the exercise of specific collective practices. Secondly, under *de facto* governments (such as a dictatorship), people's demands are usually expressed through direct channels of representation. Under a renewed democratic system, such channels become inadequate and break down as open political conflict is usually combined with the possibility of the return to conventional urban policies.

Case study 3 - San Salvador

The following summary of this case study is based on Stein (1990). The case study describes a self-help site and service project in San Salvador, initiated by a NGO (FUNDASAL) between 1969 and 1985. The work is particularly important from a community participation perspective since Paul (1967) identifies it as comprising two of only three projects, out of the fifty projects that he evaluated, which had empowerment as an objective.

FUNDASAL set out purposely to promote structural change in Salvadorean society through the articulation of a social force that could lobby for those changes. The intention was to integrate housing into an action programme designed to promote greater awareness of social needs, collective responsibility and a democratic practice. FUNDASAL considered its programme part of the general framework of urban movement demanding from the state "a redistribution of the means of collective consumption".

The system was as follows. FUNDASAL identified sites, defined projects, used private construction companies for the initial stages and then with the families selected participants and formed groups for the mutual-help stage. The experience of working in construction groups is then used to initiate a process of communal organisation. Before starting work families signed a collective contract of participation in which their rights and obligations were stated. The participants determined penalties for those who breached the contract.

Once the housing units were completed social workers stayed in the area to work with communities to develop a viable organisational structure. The local democratic system was then set up with a strong grassroots base expected. Through this communal organisation and participative structure FUNDASAL hoped that participants would take more initiatives in terms of actions and decisions pertaining to the community, including project maintenance, and relations with FUNDASAL and the established structures of power. The emphasis would be in petitions for urgently needed services as well as education in citizens' rights, identification of possible available resources for them, and the rallying of support and solidarity for their demands amongst similar communities. These demanding actions would be done within the "room to manoeuvre" tolerated by the administrative bodies of the state and the political circumstances surrounding the evolution of the projects.

The project worked well until 1979 when there was a coup which closed the political space, and many experienced staff left the Institution and/or the country. The new government was suspicious and hostile of NGO's who attempted

to go beyond purely the supply of a service and these were pressured to abandon their long term objectives. In spite of the increasing decline in the executive capacity to implement projects resulting directly from the changes and pressures imposed by government the project continued, although housing output declined.

This change raised two important issues. The first was that for some of the staff at FUNDASAL the changes raised the issue as to whether the time was ripe to support the "constitution of the social basis for other organisations that were seeking social change and the ideological neutralisation of the established powers" (FUNDASAL, 1980:18). In other words, as Stein (quoting Sevilla, 1987) argued that the Institution ran the risk of crossing the border from supporting a committed social action programme to supporting political militancy.

The second issue relates to the conflicting pressures caused by the fixed framework of financial and implementational time tables as required by the World Bank. Stein, quoting a FUNDASAL report (FUNDASAL, 1987) states that large projects carried out under these constraints were ineffective to achieve broader social goals, particularly the ones related to empowering participants.

In spite of the political problems Stein argues that the institutional performance of the organisation in the period covered suggests: (i) the model of mutual-help and progressive development was replicable on a meaningful scale; (ii) it is possible for an NGO to have an impact on the provision of low-income housing; (iii) by expanding its operations FUNDASAL contributed to social change; and (iv) the increase in volume of operation made the organisation vulnerable to unpredictable financial and political changes in the environment. At the same time however the implementation of methodology required finding a balance between (i) short term improvement of living conditions vs long term empowerment; (ii) developing models addressing popular housing problem while assuming responsibility for problem of housing the poor; and (iii) building beneficiary capacity vs paternalism and dependency.

Case study 4 - The Lusaka upgrading, Zambia

The following summary of this case study is based on Rakodi (1983) and World Bank (1974). The project is a World Bank funded upgrading of squatter settlements in Lusaka, Zambia.

By 1974 over 40% of Lusaka's population of 401 000 were estimated as living in squatter areas; living on private or state owned land without legal title; or living in houses built without planning permission. A policy to recognise and upgrade selected squatter areas was incorporated into the Second National Development Plan in addition to the already established sites and services policy.

The project comprised the provision of basic social and physical infrastructure to approximately 17000 dwellings in the major squatter settlements, and the preparation and servicing of 7600 plots in adjacent overspill areas to accommodate households whose houses were affected by upgrading; together with the preparation and servicing of 3200 fully serviced plots and 1200 plots with communal water supply and pit latrines. The cost estimate was \$41,2M at June 1973 prices.

The squatter areas selected for upgrading were relatively large, well consolidated and relatively economical to provide with infrastructure. They comprised 4 large and a number of smaller squatter areas, consolidated into three complexes for implementation purposes. They accounted for two-thirds or more of the squatter population in 1973.

This project analysis is of particular interest from a community participation viewpoint since it examines the role of participation from four different perspectives: the Government/Ruling Party; the Professionals; the World Bank as funding agency; and the communities involved.

Original participation concept

The project appraisal report envisaged infrastructure installation as being preceded by a programme to promote an understanding of upgrading and to mobilise community support and participation essential to progressive improvement, with the intent of consulting residents regarding servicing layouts and assisting them in organising self-help labour for water pipe excavation and standpipe construction. The plan envisaged local development committees, comprising community representatives chaired by a local councillor, which would participate in overspill plot allocation, help mobilise self-help labour, and be responsible for promoting long term development programmes promoting continuous improvements to dwellings, infrastructure and community services.

Participation and the political system in Zambia

The Humanism policy of Kenneth Kaunda accords supreme importance to the individual. Despite an explicit commitment to mass participation there is an increasing trend towards Presidentialism. Thus a public expression of views on policy may lead to basic challenges to ideology and threaten political stability. With a rigid party political framework there is only limited scope for participation, which should more correctly be called consultation.

Participation and the Professionals

The Professionals (in Zambia) were very supportive of extensive participation due to previous experience in squatter areas, and to their professional belief in urban planning systems as an institutionalised adaptive response to ensure the stability of the social system. For them participation is regarded as a mechanism for regulating conflict by improving the bargaining position of less powerful groups in Government rather than as a mechanism to facilitate a radical structural transformation of society.

There was also a strong belief that professionals and squatters could influence policy decisions made by the Government, a belief which resulted from earlier experience.

Participation and the World Bank

The Bank recognised that investment in projects and programmes to improve conditions for the poor has the generally implicit aim of neutralising discontent resulting from the failure of economic growth to benefit the poor, particularly in urban areas where, because they are concentrated in large numbers, the urban poor are seen as potentially an organisable political force. Selection of housing and infrastructural projects is designed both to increase basic needs satisfaction and welfare, and as a convenient means of directing investment with relatively foreseeable outcomes and immediate visual impact. At the same time the World Bank must maintain its viability as a bank.

In Lusaka the Bank supported maximising of the use of household and community labour but obtained government agreement that contractors would be used if the self-help approach interfered unduly with the timely execution of the project.

Participation in decision making, briefing of residents and the use of self-help are all time consuming and may conflict with the Bank's goals of rapid disbursement. If consciousness raising of project participation to confront oppression and change the structure of society is a goal then this is even more time consuming and conflicts even more with the Bank's priorities.

Participation of the community

One of the four broad goals of the squatter upgrading project was "To implement the concept of participatory democracy on a neighbourhood level". Within this framework the objectives were:

- to facilitate speedy implementation, lower costs and improve the collection of service charges and loan repayments;
- to increase satisfaction;
- to inculcate a sense of responsibility for the maintenance of services and facilities provided by the project;
- to strengthen self-reliance and provide a basis for continued upgrading arising from community initiatives; and
- to involve local residents in local level decision making.

Channels for the Organisation of Participation

Three were considered: a new organisational structure; utilisation of the extant City Council and Ward structure; or the use of the political party network. The first was rejected because of the potential threat to the other two. The party political structure was chosen finally because of its greater organisation in the squatter areas.

Participation in decision making.

Participation in decision making ranges from "information collection", with residents given the opportunity to state their preferences and priorities for the planners to take into account in project planning and design, to the actual determination of priorities, the definition of (infrastructure) components and the making of planning and design decisions by participants.

The Lusaka project proposal was prepared by Bureaucrats in conjunction with the World Bank. "It was considered desirable not to raise the expectations of squatters, who had been promised upgrading on previous occasions, before the

loan funds were guaranteed to be available, and so decisions on project components and mode of implementation were taken by the project planners". Thus, while account was taken of residents priorities by consensual (derived from earlier demands made by squatters via political action), participative (information from the media campaign and self-help projects), and rational information (sample survey) the community's involvement in the actual planning process was limited to two minor aspects of the project, road route planning and the siting of certain social facilities. For the remainder, participation began only at the implementation stage.

What was expected of the community however was a significant degree of participation in the ongoing operation of the project, particularly with respect to the collection of rents and service charges.

APPENDIX B

SOCIAL SURVEY OF KWATHANDEKA (Survey 1) (English translation)

A. QUESTIONS FOR PUBLIC MEETING

EXPENDITURE

1. List the things most money is spent on during the month

QUESTIONS ABOUT SERVICES

WATER

1. Where do you collect water from?
2. Can you always get water from this place?
3. What do you do if you cannot get water from this place?
4. Who collects the water?
5. What is the water collected in?
6. How many times a day is the water collected?
7. What is the water used for?
8. Are you happy with this way of getting water?
9. If not, what would make it better?

SANITATION

1. Do you use the bucket system?
2. If not, what do you use?
3. Are you happy with the bucket system?
4. If not, why not?
5. What would you prefer instead?

STORMWATER AND ROADS

1. Does the rain ever come into your house?
2. If so, how often?
3. Does this damage your house?
4. Does the rain ever prevent you from leaving your house?
5. Does this cause you any problems?
6. What are the roads like here?
7. What happens to the roads when it rains?

QUESTIONS ABOUT COMMUNITY LIFE

1. What sort of community life is there? e.g. mutual help etc.

B. SURVEY QUESTIONS

Name of questioner _____

Date _____

Stand No. _____

No. of houses on each stand _____

House No. 1 / 2 / 3 / 4

Person No. 1 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |

General:

What are the names of the people in this house? | | | | | | | | | |

Are they men, women, boys or girls? | | | | | | | | | |

In what year were they born? | | | | | | | | | |

Jobs:

Have they a full time job? | | | | | | | | | |

Have they a part time job? | | | | | | | | | |

Are they unable to work? | | | | | | | | | |

What is the reason why they are unable to work? | | | | | | | | | |

Where do they work? | | | | | | | | | |

What kind of work do they do? | | | | | | | | | |

Do they work a long way from home? | | | | | | | | | |

How often do they come home? | | | | | | | | | |

Person No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |

Pensions:

Are they getting a government pension? | | | | | | | | | |

What kind? | | | | | | | | | |

Are they getting a company pension? | | | | | | | | | |

Children:

What standard are they in at school? | | | | | | | | | |

Where do they go to school? | | | | | | | | | |

If a child is not going to school, reason? | | | | | | | | | |

Income:

What income do they earn per month? | | | | | | | | | |

GENERAL QUESTIONS

1. Where you born in Amsterdam? _____
2. If not, how long have you lived in Amsterdam? _____
3. Where did you live before? _____
4. Why did you move to Amsterdam? _____
5. How many babies were born to this house in the last twelve months since May 1987? _____
6. How many people from this house have died in the twelve months since May 1987? _____
7. How old were they? _____

APPENDIX C

MEMORANDUM OF AGREEMENT BETWEEN [THE DEVELOPER] AND THE SIBONGILE DEVELOPMENT COMMITTEE

Addendum []: Memorandum of agreement between [The Developer] and the Sibongile Development Committee

1. Agreement between [The Developer] and the Development Committee

This Addendum constitutes an agreement between [The Developer] and the Sibongile Development Committee relating to the development of 600 serviced sites in the township of Sibongile in terms of the agreement between [The Developer] and the Independent Development Trust. This addendum deals with the relationship between the parties and with the wider issue of community participation in the development project.

The parties accept that, in entering into this project, they adhere fully to the principle and spirit of community participation, as defined in Section 2 below.

Within the spirit of this agreement therefore the two parties agree to jointly sign this addendum which represents the agreement between them detailing the manner in which they will conduct their relationship. This agreement does not constitute a joint venture between the parties.

This agreement is entered into to constitute a Joint Working Committee (JWC) which will enable [The Developer] and the Development Committee to communicate with each other on a formal and structured manner and to establish a basis upon which they will jointly engage in the Project.

The Joint Working Committee for the project shall comprise the project manager; the developer's community liaison officer and all members of the development committee as constituted in the attached constitution. Any decision of the JWC shall be taken through a process of consensus between both parties equally represented.

An Executive Committee (EXCO) of the JWC shall also be formed comprising the developer's project manager, the developer's community liaison officer and the office bearer's of the Development Committee as constituted in terms of its constitution. All members of EXCO will be entitled to nominate an alternate to represent them. The primary function of EXCO will be to make emergency decisions related to the project.

An Interim Development Committee comprising representatives of the two parties has hitherto existed, wherein agreement has already been reached on a number of items relating to the Project which agreements shall, from the commencement of this agreement, be deemed to have been made in terms of this agreement.

This document constitutes the entire agreement between the parties as to the establishment and conduct of the JWC, and no amendment, variation of, or addition to, the agreement, including to or of this clause, or any consensual cancellation or novation thereof, including this clause, shall be binding on the parties to this agreement, unless the same is reduced to writing over the signatures of each of the parties hereto.

The JWC shall have full and unhindered access to all documentation pertaining to the contract.

All decisions, acts and omissions of the JWC, including any contracts entered into by the JWC or any other documents signed by or on its behalf, shall be binding on the parties to this agreement, whether or not they had prior notice thereof or approved thereof, and by their signatures to this agreement, each party to this agreement is deemed to authorise its representatives to so bind it, and they each agree to ratify all or any such decisions, acts or omissions.

2. Statements of Principles of community participation

In making the initial application for support from the IDT the parties took note of section 4 of the "Guidance to applicants for funds" document (Section 4 of Appendix A accompanying the application for approval of projects as originally completed and submitted by the developer). This states that "A cornerstone of IDT policy calls for the fullest and most active possible participation by beneficiary communities in decision-making processes relating to the conception, design, implementation and management of projects".

Both [The Developer] and the Development Committee recognise that, for the project to be completed successfully, it is necessary for the project to be implemented within specific time and cost constraints; which in turn place pressures upon both parties in terms of discussion and negotiation of specific issues. At the same time it is also recognised by both parties that the development committee also has a responsibility to the total community and has to meet the needs of this wider constituency wherever possible. Recognition is thus given to the fact that adequate report back procedures need to be followed by the committee, in terms of Section 5 of this addendum, and that the implications of such report back mechanisms on the project programme have been allowed for, provided that this is done within a reasonable time.

3. Development Committee Constitution/ Trust Deed

See appendix A.

4. Obligations and roles of the parties to the JWC

This section deals with the decision making process for the project. The day to day management and operation of the project is a separate issue which is the responsibility of the project manager.

In defining the roles and responsibilities of the two parties a list of key decision making issues has been identified. Decisions on all of these issues will be required to be ratified by both parties. The responsibility for decision making on any one issue will lie with one or other of the two parties specifically or will be taken by the JWC, all as indicated in the tables below. In the case of one party having responsibility the second party will have a veto power over that decision. In the case of a veto being applied, and the issue not being resolved by negotiation between the parties, then both parties commit themselves to the mediation/ arbitration procedures set out in Section 6 of this addendum.

In addition to the two parties comprising the JWC, the Local Authority, through its statutory role in development, will also input into the decision-making process. The points of input of the Local Authority are also indicated in the tables.

It is noted that certain decisions were taken by the Local Authority prior to commencement of negotiations between the two parties over the IDT project. Where this was the case the decision is indicated by the symbol "P". Both parties hereby agree to acknowledge and accept these prior decisions.

Finally, it should be noted that certain decisions concerning this project have already been agreed by the two parties. Where this is the case this is denoted by the symbol "R" in the second column.

The full key to the symbols contained in the tables below is as follows:

D	-	[The Developer]
J	-	The JWC
C	-	the Development Committee
A	-	the Local Authority
P	-	pre-determined decision already in place when negotiations between the developer and the development committee commenced.
R	-	decisions ratified by both parties

Section 1: Broad Planning Issues

Area Identification	P	R
Agreement on Committee Structures	C	R
Electricity provision	J	-
Choice of tender system	J	R
Land usage	P	R

Section 2: Detailed design

Stand sizes	P	R
Levels of service for:		
water	J	R
sanitation	J	R
stormwater	J	R
roads	J	R
Role of professionals	D	-
Appointment of professionals	D	-
Accountability of professionals	D	-
Workmanship specification	D	-
Materials specification	D	-
Budget approval	J	-
Approval of final designs	J	-
Construction methods for different services	D	-
Appointment of contractor	D	-

Section 3: Construction phase

Employment of local labour in the project	J	-
Approval of key personnel	D	-
Contractual provisions	D	-
Overall supervision of the contractor	D	-
Approval of the programme	J	-
Co-ordination of programme and liaison with the community	J	-

Section 4: General Management Administration

Setting up of development committee/Trust	C	R
Site allocation procedure	C	R
Land availability agreement	A/D	-
Services agreement	A/D	-
Use of external technical/legal/administrative service organisations	J	-
The role of support service organisations	J	-
Sales agreements	J	-
Registration and transfer mechanisms	J	-
Co-ordination of occupation procedure	J	-
Arrangement for bridging finance	D	-
Formation of executive committee	J	-
Organisation of public community meetings	C	-

5. Community Participation in the wider community

Regular bi-monthly public meetings shall be held to inform the community of progress on the project and discuss wider problems associated with the project. Responsibility for calling the meetings shall lie with the development committee. The developer shall nominate a representative to be present at these meetings.

Residents will also be informed, via meetings, pamphlets and workshops of issues such as job opportunities, site occupation procedures etc.

6. Arbitration Procedure

6.1 In the event of there being:

- a. any deadlock in any vote of the JWC; or
- b. any dispute between the members of the JWC;

then such dispute shall be referred to mediation in the manner set out in Clause 6.2 below.

6.2 Any dispute referred to in Clause 6.1 shall:

- a. in the first instance, be referred to a Mediation Committee comprising the Chief Executive of [The Developer] together with the Chairman of the development committee, who shall resolve such dispute by mediating between the parties thereto, and the resulting agreement shall be thereupon binding upon all the parties to the dispute. The mediation committee shall be entitled to consult such advisors as it may deem necessary, to assist it on any matter of a technical nature, and it shall conduct such mediation with due regard to the expenses which may be incurred as a result of the suspension

or delay of the Project or any part thereof arising from the dispute giving rise to the mediation.

b. in the event of the Mediation Committee being unable to resolve such dispute by mediation, then the dispute may be referred to arbitration in accordance with the following provisions:

i. any party to such dispute may, after the lapse of ten (10) days after the dispute has been referred to the mediation committee and if the mediation committee has been unable, within such ten (10) days to resolve such dispute, in writing to the other parties to such dispute and to the JWC, declare his/her/its intention to refer such dispute to arbitration, and in such notice there shall be set out the nature of the dispute, and a request to the mediation committee to nominate an arbitrator.

6.3 The arbitrator shall:

- a. if the dispute is essentially of a financial nature, be a practicing chartered accountant with at least ten years experience in the field of accounting, or
- b. if the dispute is of any other nature, be a person considered by the mediation committee to be suitable, taking into account such persons competence as an arbitrator and his/her experience, skill and knowledge of the subject matter of the dispute.

6.4 The arbitrator shall have all the powers reasonably necessary to satisfactorily resolve the dispute, and, without limiting the generality of the foregoing, he/she shall have the following special powers:

- a. to adjudicate on his/her own competence;

- b. to make or issue one or more interim decisions or awards prior to a full hearing of the case on its merits;
 - c. enforce such interim decision or award as though it were a final award.
- 6.5 Any decision of an arbitrator shall be binding on the parties to the dispute and shall not be made the subject of any legal proceedings by any such party.
- 6.6 The costs of any arbitration proceedings undertaken under the provisions of this agreement shall be borne by the two parties equally, provided that in the event of the arbitrator being of the opinion that any party to the conflict has acted in bad faith, maliciously or frivolously, then such arbitrator may direct that such party shall be liable to the other party for the reasonable costs of such arbitration or any part thereof, and such award shall constitute a liquid debt due by the party against whom it is made in favour of the other parties to this agreement.
- 6.7 The parties to this agreement agree and undertake that they shall conduct their relations with each other arising from this agreement in a spirit of good faith, and they shall not cause the Project or any part thereof, to be delayed or suspended as a result of any dispute save for good and proper reasons arising out of this agreement.

7. Site Allocation Procedure

The site allocation procedure shall be in accordance with the attached written procedure (refer Appendix B).

8. Breach

- 8.1** No party shall exercise any of the provisions of this Clause, save after having first exhausted the procedures set out in Clause 6 hereof and all attempts at mediation and arbitration having failed.
- 8.2** In the event any party to this agreement being in breach of any of the provisions of this agreement, then the other party to this agreement, shall be entitled to give the party so in breach, fourteen (14) days written notice calling upon such party to remedy such breach, and in the event of such party so in breach failing or refusing to remedy such breach, then the party giving such notice may thereupon and upon the expiry of such period of fourteen (14) days, declare this agreement to be cancelled.
- 8.3** In the event of this agreement being cancelled under the provisions of Clause 8.2, then a Trustee shall be appointed by agreement between the parties to this agreement, and failing such agreement, by the Administrator of Natal, which Trustee shall wind up the affairs of the Project in a fair and equitable manner and in accordance with:
- a.** the requirements of the IDT in respect of the agreement between the developer and the IDT; and
 - b.** the requirements of the Administrator of Natal in respect of the land availability agreement and the service agreement between the developer and the Administrator of Natal.

9. Notice and Domicilia

9.1 The parties choose domicilium citandi et executandi (domicilium) for the purposes of the giving of any notice, the serving of any process and for any other purpose arising from this agreement, unless otherwise specifically provided herein, as follows:

a. [The Developer] at

.....
.....

b. the Development Committee at

.....
.....

9.2 Each of the parties may from time to time, by written notice to the other, vary his or its domicilium to any other address in the Province of Natal.

9.3 Any notice given to, or process served on, the one party (the addressee) by the other party which:

a. is delivered by hand at the domicilium for the time being of the addressee shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;

b. is posted by prepaid registered post at a post office in the Province of Natal to the addressee at the domicilium for the time being of the addressee shall be presumed, until the contrary is proved, to have been received by the addressee 96 hours after such posting.

APPENDIX D

FORCES INFLUENCING CHANGE IN THE PROJECT ENVIRONMENT

The forces influencing change in the project environment, from one the specific arena of community participation within which the project is currently situated towards a second arena, are discussed briefly below for the nine case studies which have been discussed in this thesis. These case studies are:

1. Villa el Salvador, Lima, Peru.
2. Buenos Aires, Argentina.
3. FUNDASAL site and service scheme, San Salvador, El Salvador.
4. Lusaka, Zambia.
5. Soweto, Johannesburg.
6. KwaThandeka, Amsterdam, Eastern Transvaal.
7. Stafford Farm, Mdedeni, near Newcastle, Natal.
8. Sibongile, Dundee, Natal.
9. Luganda, Pinetown, Natal.

Villa el Salvador was a major project with a high participation component, where the changes taking place appeared to support the concept of empowerment. In practice however there were several changes in the status of this project over time which made it extremely complex. When the revolutionary government took power the type of decision-making which occurred placed the project within the arena of consensus (position 1B), with full involvement of the community. Prior to this it had been situated in the arena of exclusion (position 1A). With time two forces began to develop. The first was a move by community organisations to extend the degree of local decision-making, moving the project to the right. This was threatening to the government. The second was that of the

government, wary of the power of these organisations, who wished to dictate both the areas in which local groups would participate in the decision-making, as well as the terms on which this would be done. Because the government had the power their view prevailed, moving the project into the arena of inclusion (position 1C).

The government at this point was still open to involvement by the residents but, in limiting the area of activity of this involvement, they also reduced the complexity of the decisions which could be shared. This tended to emphasize the loss of local autonomy. This is where the concept of empowerment becomes relevant. In order to regain their power to make decisions residents begin to oppose the government, moving the project to the left towards the arena of confrontation. In practice this cannot achieve their required end except by a second revolution. Thus the move towards empowerment in the arena of confrontation changes those involved from sharing in the decision-making to being a pressure group for change.

This contradiction can be seen more clearly from an evaluation of the position of the FUNDASAL project. This project is situated well within the arena of confrontation. It operates at a moderately high level of complexity and is achieving successes. However these arise because the areas of struggle against the government are carefully chosen and well supported by external expertise. This is an artificial situation. Other areas of potential involvement by the community, where the government has the ability to prevent activity, remain closed. These projects operate in a vacuum. Their philosophy is full participation in an autonomous enclave, which is by definition restricted. In other words pockets of autonomy with arenas of consensus are created within a wider arena of confrontation. This is a revolutionary approach. If this participation is to be extended towards a wider range of activities then the government must either be overthrown or it must open up so that movement to the right, into the arena of consensus, can take place.

Two projects which made this transition (from the arena of confrontation to the arena of inclusion) are Buenos Aires and Soweto and both achieved this through changes in national government policy, albeit for different reasons. In Argentina the relationship between the land occupation and the change in government policy was not direct. The government was liberalising for a wide variety of reasons, primarily economic. The gains made in achieving tenure are not followed through automatically into other areas. The government still controls areas such as infrastructure provision and economic activity very strongly. By granting tenure the government took away the cause of the confrontation and moved the project into an arena of inclusion, with a strong element of manipulation.

Soweto is different. Here the issue at the centre of the struggle was more complex initially and there was a direct link between the cause of the struggle and the change in government policy. The result was a move over time, firstly from the arena of exclusion (position 5A) to the arena of confrontation (position 5B) and then, with the transition in national politics, to the arena of inclusion (position 5C). It is important to recognise that Soweto does not lie strongly within the arena of consensus. The main debate has been about including Soweto residents, through their representatives, in the political decision-making process. A degree of consensus is required for this purpose, but this is limited. Many of the demands of the civic movement have been met in Soweto, and a new local authority structure has been agreed. At the same time however the civic has agreed to recognise the power of the existing white authorities. The danger here is that, if the new body cannot meet people's aspirations there will be pressure to move back to the arena of confrontation, but the existing civic movement will find itself on the side of the authorities and opposed by the residents.

Two other projects have very strong forces acting to move them from the arena of inclusion to the arena of confrontation. The first is Stafford Farm, Natal and the second Lusaka, Zambia. The pressures are slightly different in the two cases. In Stafford Farm the decision-making process is technologically simple and financing of services is not a major issue. Thus there are no direct pressures on

the project. However the project can be used to express wider political opposition to the KwaZulu government which will cause a political reaction, making the government less open to community involvement, and thereby move the project to the left into the arena of confrontation. This movement would be horizontal.

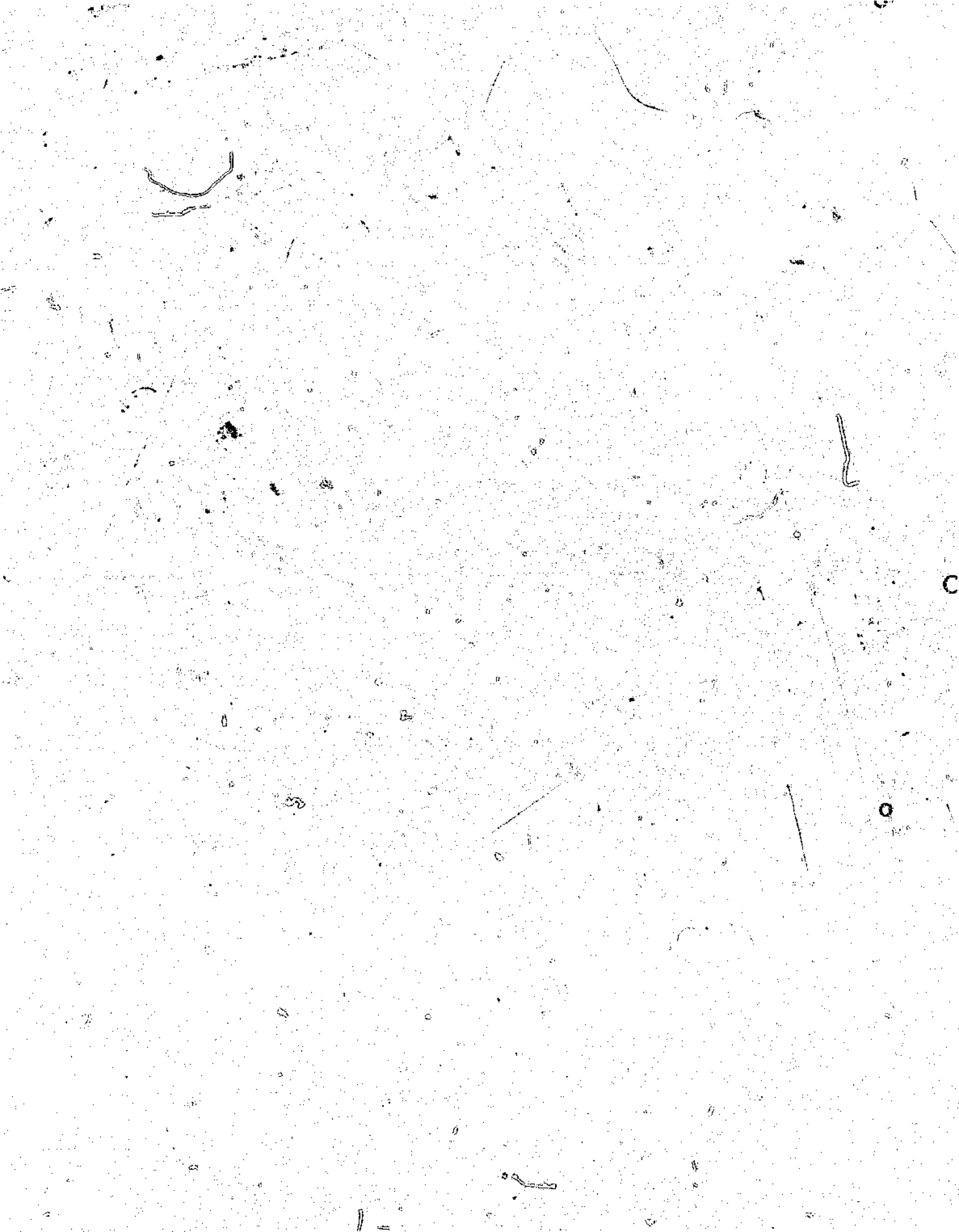
In Lusaka the pressure for movement is project driven and therefore more upwards. When the project started there was a commitment to participation on the part of the authorities but within the existing political structures. This was adequate for simple decision-making. Although simple technology was chosen more complex decisions were required on issues such as cost recovery and operation and maintenance. This moved the project vertically upwards. Decision-making on these issues requires a more open government, and giving greater local autonomy in this situation challenges the government. The result is that, even if government does not become more closed and reactive the project may actually move to a point where degree of decision-making required cannot be catered for within this existing degree of openness. Hence the project moves from the arena of inclusion to the arena of confrontation even though there has been no major shift in policy on the part of the government.

KwaThandeka has always operated in this transition zone. It is only strong, well-supported arguments which have prevented the government dictating the situation. Over time the issues have become more complex but this has corresponded to a change in the degree of government openness. The result has been a move upwards and to the right from the arena of inclusion (position 6A) towards the arena of consensus (position 6B). At all stages however there has been a force to the left, back into a confrontation/exclusion arena, driven by the authorities.

The remaining two projects are Sibongile and Luganda in Natal. Both operate in the arena of consensus, with Luganda debating a wider range of more complex issues. In both cases there are forces acting to bring the projects back into the

arena of inclusion, because this is the area where existing structures feel most comfortable, regardless of their commitment to a process of negotiation.

These forces are supported by the lack of knowledge and expertise on the part of the community groups. The danger in this situation is that community groups begin to feel manipulated and then exert pressure to move back towards the arena of confrontation. It is for to prevent both of these movements (both downwards and to the left) that education and training of the community organisations is necessary. Thus training of community groups becomes a central facet of operation of projects within the arena of consensus.



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