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Sing Africa Plantations Liberia Incorporated - is community forestry working for the people of Bluyeama Clan?

BRIEFING | DECEMBER 2016



Introduction

This brief focuses on the Bluyeama Community Forest Management Agreement (CFMA) and seeks to assess and confirm the actual benefits that the newly signed logging contract with Sing Africa Plantations Liberia Incorporated (SAPLI) has to offer the people of Bluyeama clan as compared to the previous contract with ECOWOOD. The research includes assessing the composition and individual performance of members of the Bluyeama Community Forestry Management Body (CFMB) and reviewing the relationship between the CFMB and the larger affected community. Also, this brief seeks to determine the level of understanding that members of the CFMB and other prominent and ordinary community members have in terms of their involvement in the implementation of a CFMA.



CSIFM team heading to a town through the Bluyeama Community Forest
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Methodology

The Civil Society Independent Forest Monitoring (CS-IFM) team of the NGO Coalition of Liberia selected the Bluyeama CFMA to assess the application of the Community Rights Law of 2009 (CRL) and its Regulations of 2011.¹ This is the second brief on Bluyeama in order to report to forest stakeholders how things have improved since the first briefing report; 'ECOWOOD logging operations in the Bluyeama Community Forest', in November 2013. The first report concluded that the company had failed to follow a number of legal provisions, bringing little benefit to the communities. Very important for stakeholders' attention is that ECOWOOD is no longer operating logging activities in the Bluyeama community forest. Currently the Bluyeama Community has signed a logging contract with a new company, SAPLI.

As part of our investigating procedure the CS-IFM team submitted letters of inquiry to the Forestry Development Authority (FDA) and the Liberia Business Registrar (LBR) in

Footnotes

- 1 GoL, 2009, *Community rights law with respect to forest lands*; www.fda.gov.lr/wp-content/uploads/2015/07/Community-Rights-Law-of-2009-with-Respect-to-Forest-Lands.pdf; FDA, 2011, *Regulations to the community rights law with respect to forest lands*; www.fda.gov.lr/wp-content/uploads/2015/07/Community-Rights-Law-Regulations_Printed-Version.pdf.
- 2 CRL Regulation Pg 2 Preamble Paragraph 1
- 3 CRL Chapter 2 Section 2.1
- 4 CRL Regulations Chapter 2 Section 1
- 5 CRL Regulation Chapter 2 Section

line with the Freedom of Information Act, 2010 (FOI) requesting copies of documents that the Bluyeama Community must have submitted to the FDA. These include: the company's Forest Management Plan, CFMA, map of the forest and its demarcation, contract agreement with the logging company, by-laws and constitution, and the governance structure of the CFMA, including the articles of incorporation, business registration certificate, and application form from the LBR. The CS-IFM team also developed a set of questionnaires that were administered to members of the affected community including CFMB members, non-CFMB members, youth and women group leaders, the Clan Chief, other local officials (i.e. school administrator) as well as other community members.

From April 27th – May 1st 2016, the CS-IFM team visited the area and administered questionnaires to a total of 27 community members of Bluyeama Clan in Zorzor District, Lofa County. The Bluyeama Clan is made up of 12 towns including villages that are directly affected by the CFMA. The interviews included a CFMB member and seven non CFMB members, four local authorities including the Clan Chief, a Paramount Chief, three Town Chiefs, six representatives of women groups and four representative of youth groups and one traditional leader, and three prominent community leaders (a vice principal and a member of a community based organization).

The CS-IFM team used this approach in order to gather, analyze, document and share information about the benefits that CFMAs bring to their respective communities in the form of community development, specifically for communities that are directly affected by logging activities.

Background

The National Forestry Reform Law of 2006, Ten Core Regulations, 2007, CRL and its Regulations established a transparent framework for the use, management and protection of forest resources that integrates the commercial, community and conservation priorities of Liberia's forests.²

The CRL³ and its Regulations⁴ provide the legal framework that empowers local communities located in or near forest lands to access, manage, and use benefits accrued from forest resources on those lands for sustenance and livelihood improvements as well as for community development. The CRL and its Regulations are now in place and the FDA, as the forest regulatory arm of the government, is now applying the provisions therein. These start with Communities paying a non-refundable application fee of US\$250 in order to be granted Authorized Community Forest status.⁵

The CS-IFM Briefing Paper 1 of November 2013, indicated that ECOWOOD failed to meet the terms of the contract signed with the people of Bluyeama Clan in terms of providing jobs for members of the affected community, and proper application of the CRL, which states that 55% of all revenues generated from commercial logging activities in community forests must go directly to the affected community. Briefing Paper 1 also indicated that ECOWOOD failed to abide by the Legality Assurance System under the Voluntary Partnership Agreement (VPA) between Liberia and the European Union.



A locally constructed bridge (Monkey Bridge) connecting towns and villages in the Bluyeama Community
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Briefing Paper 2 of February 2014 entitled; 'Major flaws uncovered in the Bloquiah and Neezonie CFMA allocation processes', indicated that the logging permit awarded to the Liberia Hardwood Corporation did not meet all of the nine steps required to grant a CFMA prior to any logging contract between the community and a logging company.

The publication of both briefing papers claimed the attention of the FDA Board which subsequently prompted an investigation resulting in the Board giving a 90 day ultimatum to the FDA to correct the missteps in approving CFMAs. This ultimatum affected the first ten CFMAs approved by the FDA including ECOWOOD and the Liberia Hardwood Company, even though that instruction does not appear to have been fully realized as to date there is no report available to the public indicating the implementation of the 90 day ultimatum.

Two years on from publication of these IFM reports, and in the absence of information to the public about the outcome/report of the FDA Board's instruction, the CS-IFM team was informed during its NGO Coalition regular monthly meeting of February 2016 that the Bluyeama Community have signed a new logging contract with SAPLI.

'When ECOWOOD operated here, we received some money and we as a community distributed the amount of two thousand United States Dollars to each town and all twelve towns received the same amount'.

Hon. Christian Banah, Clan Chief, Bluyeama Clan.

Key findings from examination of the documentation

The original CFMA and the Logging Contract with ECOWOOD

Any CFMA is an Agreement directly signed between FDA and the community concerned. The people of Bluyeama Clan, located in Zorzor District Lofa County signed a CFMA with the FDA as a legal contract made and entered into

on 10th January 2012 for the management of the Bluyeama forestlands of 49,444 hectares.⁶ The CFMA is valid for 15 year and subject to revision which can either lead to extension or cancellation depending on how well the community can manage their own forest.

On January 18th, 2012 the people of Bluyeama Clan signed a Memorandum of Understanding (MOU) with ECOWOOD attested by the FDA. ECOWOOD was among the first ten approved CFMAs which the FDA Board resolution ordered to continue operations without any hindrance but mandated the FDA to within 90 days work to correct all miss-steps.⁷ However, ECOWOOD operations came to an abrupt end and the community had signed a new logging contract with different company, SAPLI.

'We don't know what happened to the company, since we signed the agreement in January they have not come back for us to see them starting any kind of work'.

a school Principal in one of the affected towns lamented.

The Logging Contract signed between the people of Bluyeama Clan and SAPLI

The MOU signed between the Bluyeama Community and SAPLI covers a total of 44,444 hectares of forest land⁸ and is situated in Zorzor District, Lofa County. The people of Bluyeama Clan represented by the Acting Chairman, Mr. Morris Kpadeh, of the Bluyeama CFMB and SAPLI signed this MOU on January 30th, 2016.⁹ This MOU covers a period of 15 years and it takes effect as of the date of the last signature.

According to the MOU, the annual payment of land rental fees per hectare that SAPLI agreed to pay to the FDA is US\$1.25, and 55% of the total amount collected this way will be paid to the Bluyeama CFMB for the community¹⁰ by FDA. A payment of US\$1.25 will also be paid to the Bluyeama CFMB by SAPLI as cubic meter fees.¹¹ In addition, the company agreed to connect all 12 towns currently in the Bluyeama Clan with a suitable and durable road network within the first six years of the contract duration.¹² SAPLI agreed to build three school buildings; two clinics buildings and provide annual scholarships to 15 university students.¹³

Unfortunately since the company signed the logging contract it is yet to begin any form of logging operations while the community remains anxiously waiting to see the kind of development they hope their forest can bring to them.

Key findings about the Bluyeama CFMB and the People of Bluyeama Clan

The Bluyeama CFMB has a total of five members comprising four males and one female representing the clusters of the 12

footnotes

- 6 Pg 1 Community Forest Management Agreement between the people of Bluyeama and the Forestry Development Authority.
- 7 FDA Board Resolution
- 8 Pg 3 Community Forest Area of the MoU signed between the People of Bluyeama Clan and SAPLI
- 9 Cover Pg of the MoU signed between the People of Bluyeama Clan and SAPLI
- 10 Pg 2 Count 3.1 of the MOU 'Fiscal consideration' signed between the People of Bluyeama Clan and SAPLI
- 11 Pg 2 Count 3.2 of the MOU 'Fiscal consideration' signed between the People of Bluyeama Clan and SAPLI
- 12 Pg 4 Count 15 of the MoU signed between the People of Bluyeama Clan and SAPLI
- 13 Pg 3, SOCIAL AGREEMENT, Count 9 (A,B and C) of the MOU signed between the People of Bluyeama and SAPLI

towns included in the CFMA. Unfortunately we were informed during the interview that in 2013 three of the CFMB members travelled with the then CFMB Chairman to Monrovia to get some money from the bank for the community and since then there is no trace about them. We got the contact numbers of the CFMB chairman from FDA personnel and called it several times but it didn't ring at all. The FDA personnel told us that they are also searching for either of them. It is alleged that they are in Guinea. In addition, the only female member on the CFMB could not be reached due to very bad road conditions. The listing of the community governance structures obtained from FDA indicates that some CFMB officials and members are the same people on the Community Assembly with some of them serving in very key positions. This includes the only female member. Currently, the Co-Chairman of the Bluyeama CFMB, as officially recognized by the FDA,¹⁴ is also a member of the Community Assembly and a member of the Executive Committee.¹⁵ This contradicts the CRL Regulations regarding the roles and responsibilities of a Community Assembly member.¹⁶ This shows that the community members have very limited knowledge of the community forestry regulations. In a letter of invitation to the FDA, the person who wrote as CFMB Co-Chairman on behalf of the community asked the FDA to facilitate the signing of their Social Agreement – as in the case of a Forest Management Contract and Timber Sales Contract with the State – instead of an MoU and this further shows their limited understanding about Community Forestry.

During the CS-IFM field interview, the recognized Co-Chairman who presented himself as the Acting Chairman of the CFMB alleged that SAPLI had not started operations due to a lawsuit between the community and ECOWOOD, which the community won prior to the CS-IFM visit. The CS-IFM sought to verify this information with the FDA but received no response.¹⁷ As stated by the Clan Chief and confirmed by the FDA recognized Co-Chairman of the CFMB during separate interviews, the previous Chairman of the CFMB who resides in Monrovia has been replaced due to the poor performance of his duties and responsibilities to the community as a CFMB Chairman.

It was also observed that three or four of the CFMB members, whilst being kinsmen of the community, reside in Monrovia. CFMB members should be permanent residents of the affected community.¹⁸ It is now a standing issue that the performance or presence of the CFMB is not adequately felt by the larger community as even the Executive Committee, which has an explicit role to oversee the performance of the CFMB, is not in existence at the community level. Nine of the respondents have indicated that they don't see what kind of work the CFMB is doing. The leadership of the CFMB resides in Monrovia thereby making it difficult for the community to access the information they need to know about their CFMA and the benefits they might expect, as well as contradicting the CRL Regulations.¹⁹

footnotes

- 14 Letter of response from the FDA to attend logging MoU signing ceremony for the Bluyeama Community Forest
- 15 Pg A9 of the By-laws and Constitution of the Bluyeama Community Forest Management Body and Chapter 3 of the CRL Regulations of 2011
- 16 Pg 9 Chapter 3 Sections 1&2 of the CRL Regulation of 2011
- 17 Letter of Request send to the FDA by the CS-IFM on September 6, 2016
- 18 Chapter 5 Section 1 of the CRL Regulation of 2011
- 19 Pg 10 Chapter 3 Section 3 of the CRL Regulations of 2011
- 20 Pg 27 Appendix Step 27 of the CRL Regulation of 2011
- 21 Pg 20 Chapter 8 Sections 1&2 Appendix Steps 7&8 of the CRL Regulations of 2011.
- 22 Pg 5 Section 7.4 of the MoU signed between the People of Bluyeama Clan and SAPLI
- 23 Pg 3, SOCIAL AGREEMENT, Count 9 (A,B and C) of the MOU signed between the People of Bluyeama and SAPLI

The CRL Regulations provide that after the approval of the CFMA, the CFMB can approach the FDA, other government agencies and donors for help in preparing a five-year Community Forest Management Plan.²⁰ According to the CS-IFM team findings, the CFMB Co-Chairman does not have any copy of a CFMP and the FDA in response to our letter of request for documents also did not include the copy of the CFMP. Instead the FDA provided a copy of SAPLI's five-year Forest Management Plan which analysis indicates that it is an Operational Plan developed by SAPLI for the Bluyeama Community Forest. This appears to be a failure on the part of the FDA, as the regulator of all forestry issues. The FDA witnessed and attested to the Bluyeama Clan and the SAPLI logging contract in violation of CRL Regulations chapter eight and step eight.²¹

The larger community (Non-CFMB members)

Seeking the views of non-CFMB members about the performance of the CFMB, 17 respondents – including five women's group leaders, five town chiefs, three youth groups secretaries, one youth leader, two land lords, and one development chairman – indicated that the CFMB have not had any community meetings with them since the signing of the logging contract with SAPLI over six months ago. Prior to the signing, a women's leader said that she got to know about the signing ceremony through their town crier spreading an announcement about it.

It was challenging to determine how much knowledge the CFMB members have in terms of the implementation of community forestry, as the only member who was available during the visit is the Acting CFMB Chairman. He indicated himself struggling to provide a clear explanation of his roles and responsibilities as a CFMB chairman.

None of the 27 respondents interviewed were able to provide a copy of the logging contract the people of Bluyeama Clan signed with SAPLI except the Clan Chief who referred the CS-IFM team to a contact an ordinary citizen running his own private business in Zorzor City whom he asked to help to produce photo copies of the logging contract document in order for each town to obtain a copy. The signed copy was then obtained by the CS-IFM team who reproduced several copies for onward distribution to the 12 affected towns of the community.

The CS-IFM team also sought to determine the level of understanding of the VPA in the Bluyeama community. All respondents – CFMB and non-CFMB – except the Acting Chairman mentioned that the only time they heard about the VPA was in 2013 when the Sustainable Development Institute visited their community and conducted an awareness raising activity on the VPA.

Out of the 27 respondents, six affirmed they are satisfied with the way the logging contract was done because the company promised to build a bridge linking the clan headquarters town, Wuomai, to the rest of the affected communities (across the Via River).²² This will be done in six years and in three phases beginning in Year One. Additional reasons why the six respondents affirmed they are satisfied with the logging contract are because the company has agreed to provide scholarships to students from the community, and construct school and clinic buildings in selected towns.²³

Conclusions

This investigation has found that the Bluyeama Clan has not been able to realize the expected benefits from their contract with ECOWOOD. It is still uncertain whether Sing Africa will be able to deliver the benefits that the community expects. With over 120 applications submitted to the FDA for CFMA status and approximately 95% of the applications, screened by the Community Forestry Working Group (CFWG) and approved to commence the nine steps, it is important to establish whether the FDA is proceeding diligently and in line with the legal framework.

This is critical in order to ensure that the correct governance structures are in place to guarantee transparency and accountability to the wider community, thereby delivering sustainable forest management and thus resulting in improved community benefit.

This brief also demonstrates the need for every applicant CFMA to be provided with independent, unbiased legal support from an NGO or similar organization, so as to protect communities' rights and enable communities to better understand their role in managing their forest.

Conclusions	Recommendations
<p>The full completion of the nine steps by communities applying for CFMA status is of cardinal importance.</p>	<p>The FDA must ensure that the community presents a Community Forest Management Plan and approved by the FDA before any community can sign a logging contract between them and an investor.</p>
<p>The existence and performance of the Community Assembly and the CFMB is yet to be seen or felt by the larger community.</p>	<p>The FDA, CSOs and other resourceful institutions need to provide maximum awareness raising support to the Community Assembly and the CFMB in order to enhance their performance and existence.</p>
<p>The larger community got to know about the existence of the CFMB only during the signing of the logging agreement between the People of Bluyeama Clan and SAPLI in January, 2016.</p>	<p>The FDA and CSOs should ensure adequate support (logistic and technical) is given to the CFMB in order for them to play their role properly. This will strengthen the relationship between the community and the CFMB.</p>
<p>The issue of CFMB as well as Community Assembly members residing outside the community raises questions about performing their responsibilities. Significantly, three or four members of the current CFMB reside in Monrovia.</p>	<p>The FDA should ensure the application of the law which requires that in order for one to become a CFMB member, you must be a permanent resident of the community.</p>
<p>The CFMB does not have adequate knowledge about their role as community forest management body. They do not have any basic idea about community forest management.</p>	<p>There is a need to provide more technical support to the CFMB in order for them to know how to perform their duties.</p>
<p>On the issue of female participation, the CS-IFM team noticed that the one or two women on the CFMB are ordinary members. This raises the likelihood that decision making power lies in the hands of the predominant males.</p>	<p>The CFMB should ensure that women serving on the body should be given the opportunity to occupy decision making positions. This will honor the spirit of the laws and also ensure checks and balances in terms of making decision</p>
<p>The recognized Co-Chairman of the CFMB is also a member of the Community Assembly and at the same time, a member of the Executive Committee.</p>	<p>The FDA should ensure the application of the laws which requires that a member of a CFMB be selected or appointed by the Community Assembly.²⁴</p>
<p>The people of Bluyeama Clan alleged that previous logging contract with ECOWOOD resulted to legal action which the company lost to the community.</p>	<p>The FDA should ensure that all legal actions taken by the CFMB is documented to avoid future embarrassment that could scare away investors, and that such documentation is available to the CFMB and Executive Committee.</p>
<p>The negotiations of the contract between the people of Bluyeama and SAPLI were done without the knowledge of the larger Community except during the signing of the agreement.</p>	<p>The FDA and other CSOs should ensure that the CFMB have had meeting/s with the larger community to discuss the logging contract before signing it with SAPLI.</p>

footnote 24 Pg 9 chapter 3 Section 2 of the CRL Regulation of 2011



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