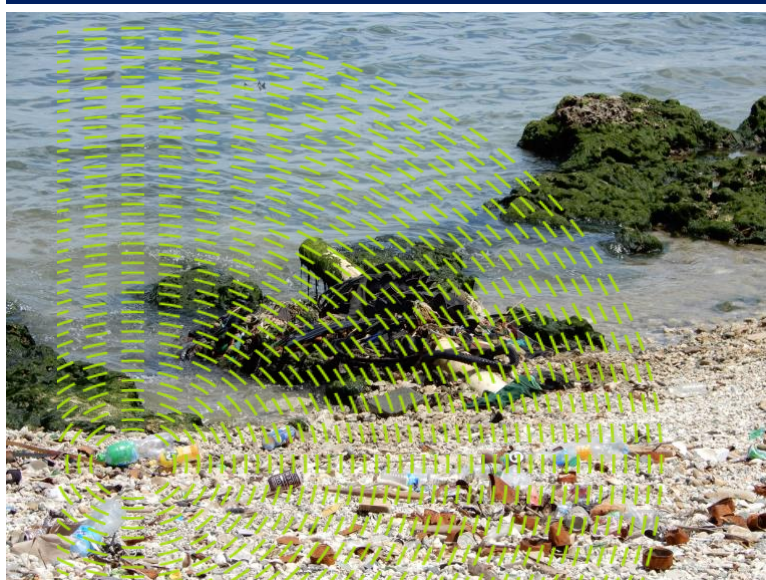




URBAN WATER SUPPLY & SANITATION SECTOR
PROJECT Project Readiness Finance
LAND ACQUISITION & RESETTLEMENT PLAN - UPDATE
Honiara Water Supply Subproject – Reservoir Component



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Final Land Acquisition and Resettlement Plan

Project Number: 0202019
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**Solomon Islands: Honiara Water Supply Subproject
Reservoir Component**

Prepared by Solomon Water for the Asian Development Bank (ADB), The World Bank, and the European Union
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ABBREVIATIONS

ADB	Asian Development Bank
AP	Affected Person
CLAC	Customary Land Appeal Court
COL	Commissioner of Lands
DP	Displaced Person
EA	Executing Agency
ECD	Environmental Conservation Division
EU	European Union
FTE	Fixed term estate
GRM	Grievance redress mechanism
HCC	Honiara City Council
HH	Household
IA	Implementing Agency
IOL	Inventory of Losses
LARP	Land Acquisition and Resettlement Plan
LTA	Lands and Titles Act (1988)
MID	Ministry of Infrastructure Development
ML	Mega litres (1,000,000 litres)
MLD	Mega litres per day
MLHS	Ministry of Lands, Housing, and Survey
MMERE	Ministry of Mines, Energy and Rural Electrification
MoA&L	Ministry of Agriculture and Livestock
MOFT	Ministry of Finance and Treasury
MOHMS	Ministry of Health and Medical Services
MOLHS	Ministry of Lands, Housing and Survey
MOU	Memorandum of Understanding
NRW	Non-revenue water
NSO	National Statistics Office
NTU	Nephelometric turbidity units
OIC	Officer in charge
PAP	Project Affected Person
PE	Perpetual estate
PG	Provincial Government
PM	Project Manager
PMU	Project management unit
PL	Pipeline
ROW	Right of way
RP	Resettlement Plan
SBD	Solomon Islands Dollar
SIEA/SP	Solomon Islands Electricity Authority (Trading as Solomon Power)
SIG	Solomon Islands Government
SIWA/SW	Solomon Islands Water Authority (Trading as Solomon Water)
SPS	Safeguard Policy Statement
UWSSSP	Urban Water Supply and Sanitation Sector Program
WB	World Bank
WTP	Water treatment plant

GLOSSARY

Affected persons – (APs) are all the people affected by the project through land acquisition, relocation, or loss of incomes, including any person, household (family), firms, or public or private institutions.

Alienated land - customary land whose ownership has been transferred to private individuals or which has been acquired by the government.

Assistance - support, rehabilitation, and restoration measures extended in cash and/or kind over and above the compensation for lost assets

Compensation – payment in cash or kind for an asset to be acquired or affected by a project at replacement cost at current market value.

Construction limit - an area of land around the construction site where equipment is positioned, workers undertake their duties, and aggregates or construction materials are placed ready for use and subject to the conditions of the contract.

Construction and maintenance access agreement - a written agreement between the Implementing Agency and the leaseholder to allow civil works on to the leasehold property.

Customary land - land owned or occupied, or an interest in land held, by one or more persons under the rules of custom. (Usually owned by a clan or group, not an individual.) Solomon Islands recognizes customary rights to ancestral land of the indigenous population.

Cut-off date – the date after which people will NOT be considered eligible for compensation, i.e. they are not included in the list of APs as defined by the census. Normally, the cut-off date is the date of the detailed measurement survey.

Detailed measurement survey – the detailed inventory of losses that is completed after detailed design and marking of project boundaries on the ground.

Displaced persons – in the context of involuntary resettlement, displaced persons are those who are physically displaced (relocation, loss of residential land, or loss of shelter) and/or economically displaced (loss of land, assets, access to assets, income sources, or means of livelihoods) as a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas.

Easement - a legal right of use over property of another. A right attached to land, agreed between a landowner/leaseholder and another party, to use or access a property (or part of a property) for a particular purpose, (without possessing it). The easement should be registered against the property's title. It allows the proprietor thereof to either use the land in a particular manner or to restrict its use to a particular extent (but does not include a profit).

Entitlement – the range of measures comprising cash or in-kind compensation, relocation cost, income rehabilitation assistance, transfer assistance, income substitution, relocation assistance, and/or business restoration assistance that are due to APs, depending on the type and degree nature of their losses, to restore their social and economic base.

Fixed term title - Titles issued by Commissioner of Lands, for use of state land. The COL enters into 50-year fixed term estate (FTE) agreements with individuals or shorter-term temporary occupancy licenses (TOL), usually for one or two years.

Inventory of losses – the pre-appraisal inventory of assets as a preliminary record of affected or lost assets.

Lease - the grant with or without consideration, by the owner of land of the right to the exclusive possession of his land, and includes the right so granted and the instrument granting it, and also includes a sublease but does not include an agreement for lease.

Lessee - the proprietor of a lease or his successor in title.

Lessor - the person who has granted a lease or his successors in title.

Non-titled – those who have no recognizable rights or claims to the land that they are occupying, including people using private or state land without permission, permit, or grant, i.e., those people without legal title to land and/or structures occupied or used by them. ADB's policy explicitly states that such people cannot be denied compensation for non-land assets and resettlement assistance.

Lands and Title Act (1988) - the LTA governs the government's temporary or permanent acquisition of both alienated and customary land, through compulsory acquisition or negotiated agreement. It addresses requirements for acquisition of land for public purposes, and regulates the compensation for land and improvements.

Perpetual estate - land owned by the state and held in perpetual title on behalf of the government by the Commissioner of Lands (COL).

Replacement cost - the method of valuing assets to replace the loss at current market value, or its nearest equivalent; it is the amount in cash or in-kind needed to replace an asset in its existing condition, without deduction of transaction costs or for any material salvaged.

Significant impact – 200 people or more will experience major impacts, which are defined as (i) being physically displaced from housing, or (ii) losing 10% or more of their productive assets (income generating).

Vulnerable - any people who might suffer disproportionately or face the risk of being marginalized from the effects of resettlement, including (i) female-headed households with dependents, (ii) disabled household heads, (iii) poor households that fall below the poverty line, (iv) landless, (v) elderly households with no means of support, (vi) households without security of tenure, (vii) ethnic minorities, and (viii) marginal farmers (with landholdings of 2 hectares or less).

0 EXECUTIVE SUMMARY

The Solomon Islands Urban Water Supply and Sanitation Sector Project (UWSSSP) is jointly supported by the Solomon Islands Government, the Asian Development Bank, the World Bank, and the European Union. The Project aims to improve access to safe water and improved sanitation in urban and peri-urban areas by implementing high priority components identified in Solomon Water's 30-Year Strategic Plan and 5-Year Action Plan. Project outputs include:

- secure and safe urban water supplies;
- effective, efficient and safe urban sanitation services;
- enhanced awareness of hygiene and water issues and sustained improved hygiene behavior;
- the financial and technical sustainability of SW, the state-owned enterprise responsible for managing and developing urban water resources and sewerage services in the Solomon Islands. The Solomon Islands Government implements the UWSSSP with the Ministry of Finance and Treasury as the Executing Agency and Solomon Water as the Implementing Agency.

This document is an updated Land Acquisition & Resettlement Plan of the previously prepared and approved RP (written at the preparatory project phase for UWSSSP in 2018) prepared under ADB funding, which covered the both water supply and wastewater subprojects in Honiara. The RPs have now been separated for the Honiara components, including the reservoirs, water mains upgrading component, and in addition, SW will prepare a separate RP for the wastewater subproject. This history explains why a RAP/LARP was prepared rather than an Abbreviated RAP, although there are less than 5 PAPs. The previous RAP was based on the conceptual design developed in 2018. It was necessary to provide an updated version which is based on the final detailed design developed in 2020. However, there are no additional impacts.

This updated RP is for the Honiara water reservoir component covering three new reservoirs at Panatina, Tasahe, and Titinge. It has been prepared following the regulatory framework of the Land and Titles Act of the Solomon Islands Government, the ADB's Safeguard Policy Statement (2009), and the World Bank's Operational Policy 4.12.

This RP adheres to the principles and procedures outlined in the Resettlement Framework (RF) for the Urban Water Supply and Sanitation Sector Project (UWSSSP), adopted by the Government. Solomon Water (SW) prepared this RP in consultation with various government agencies in the Solomon Islands and project communities and affected people. The project approach is to avoid and minimize the land acquisition and resettlement impacts wherever possible. This RP identified project impacts that are permanent and temporary, such as loss of land, crops, and trees, and residential structure. These impacts have been addressed in this RP.

Land Requirement

The completed detailed engineering design for the subproject will require 3,670 m² of SW and private land (1,170 m² from SW and 2,500 m² of private land) to construct the three water reservoirs. The affected private land is 2,500 m² in size and is required for the Titinge site. The affected land is registered customary land under a perpetual estate ownership thus, ownership will not expire (as compared to a fixed-term estate leased land where the lease is required to be renewed between five years to 75 years). SW has already negotiated with the landowner and has fully paid for the land on 7 August 2020.

SW is aware of the complexity of the land in the Solomon Islands but understands well the relevant land laws and will adequately manage land arrangements with the legal landowners and other affected parties.

Affected Persons

There are three groups of affected persons on the Titingge reservoir subproject site. These include (i) the registered landowner with four family members, (ii) the claimant sub-tribe who were customary owners, and the Land Occupier who paid a member of the claimant sub-tribe for a piece of land to build a house and other structures.

The landowner has over five hectares of registered land, including the 2,500 square meter land required by the Project. His dwelling will not be affected by the Project as it is located outside the area that SW has purchased. However, the Land Occupier and his household need to be resettled elsewhere. Meanwhile, the sub-tribe claimants had a claim through a court case for a large swathe of land around the site.

The full payment for the land has been completed for both registered landowners and sub-tribe claimants. However, SW is still to pay compensation to the Land Occupier.

Another form of payment which was agreed between the Land Occupier and SW on 17 October 2020, is payment in cash if finding a replacement house and land proved challenging.

Stakeholders Consultations

There are three categories of stakeholders under this Project:

1. Government
2. Private sector, including business owners, landowners, and land users
3. The communities within the project areas, including affected people

The government stakeholders include:

1. The national Government.
2. Ministry of Finance and Treasury.
3. The Ministry of Lands, Housing and Survey.
4. Solomon Water.
5. Honiara City Council.
6. The Ministry of Infrastructure Development.

During the feasibility study stage, stakeholders were consulted between July 2018 and February 2019. Three stakeholder workshops were held, with 24 attending the initial meeting in July 2018 and a further 49 representatives of NGOs, Government, community, and potential APs attending one of the consultations and disclosure workshops held on 20th and 21 February 2019. The workshop outcomes validated the high level of support from the public, understanding the need to improve water supply and sanitation in the urban area. SW will carry out another round of stakeholder consultation before completing the detailed design for the Honiara UWSSP components.

SW held individual consultations with the registered landowner, sub-tribe claimant, and the Land Occupier during the detailed design stage. These consultations led to the agreement of the affected landowner and sub-tribe claimant to sell the land and the affected Land Occupier's agreement to move from the site.

Entitlements

The Project will follow provisions in the RP for determining eligibility and compensating for all losses resulting from the land acquisition or restriction on land use or access. APs will receive compensation at full replacement cost and other resettlement support, such as assistance with relocation. Titled APs will receive fair market value compensation from the outright sale of the required land from SW. Non-titled APs are not eligible for compensation for land except for deposits paid on the land. Still, APs will receive payment for assets or at equivalent cost attached to the land and other assistance, including livelihood restoration assistance as required.

Budget

The latest total budget to implement the resettlement plan is **SBD 2,167,000 (USD 259,832)**. This budget includes compensation for the registered landowner and the claimant sub-tribe. In addition, the cost includes purchasing a replacement house to relocate the Land Occupier household; detailed measurement surveys; continuous consultations with various stakeholders; and a 10% contingency. This budget will be adjusted during implementation for unforeseen impacts during construction.

Grievance Redress Mechanism

SW has established a three-stage grievance redress mechanism. The first stage is to begin grievance resolution at the Contractor's level, where complainants' concerns can be resolved immediately by the Contractor on-site. The community liaison officers, including male and female CLOs, will be the GRM focal point on the Contractor's side. Stage 2 will be at SW Project Management Unit (PMU) level. A response must be made within five days of receiving a complaint. If the case cannot be resolved at this stage, Stage 2 allows the complaint to be forwarded to SW executive management for resolution, and it requires a formal response within ten days.

The project focal point at SW will be the PMU's safeguards officer. If the complainant is not satisfied, the complaint is elevated to Stage 3, where SW will form a three-member grievance tribunal to be nominated to deliberate on the case. Again, a response must be made within five days of the tribunal meeting. The tribunal's decision is final in terms of the Project's GRM process. However, should the complainant be not satisfied, s/he still has the right to take the case to a public court of the SI judicial system. There are no fees attached to the AP for making a complaint.

Step	Process	Duration
1	Affected Person (AP)/ takes the grievance to the Contractor, (if unresolved taken to PMU)	Any time
2	Contractor/SW PMU reviews issue, and in consultation with the complainant, then record a solution to the problem.	5 working days
3	SW PMU reports back to AP and gets clearance from the complainant.	5 working days
4	If unresolved, the SW PMU will elevate the matter to the General Manager for resolution.	10 working days
If unresolved		
5	AP take a grievance to a Tribunal for resolution (comprised of a SW Board Member, Permanent Secretary of a relevant agency (MMERE or COL) who will appoint a relevant agency to review the complaint	Decision within 10 working days
If unresolved or if at any stage and AP is not satisfied with the progress		
AP can take the matter to appropriate national court (Magistrates Court, High Court		As per judicial system.

Implementation Timetable & Monitoring

The Project construction is expected to start at the earliest in early 2021. The RP is for approval by ADB and WB for SW implementation. Below outlines the key land acquisition, consultation and compensation activities to be undertaken to implement this RP:

S.N.	Activities	Timing	Status	In-Charge
1	Verification of land ownership status based on detail design, government land valuation, and market valuation (through government and private valuator)	July 2020	Completed	SW DD Consultant International Social Safeguards Specialist (ISSS)
2	Land purchase through negotiation. Signing of MOU between SW with Titingge land owner, Land Occupier, and sub-tribe claimant.	July 2020	Completed	SW
3	Signing of Deed of Settlement/payment to land owner and sub-tribe claimant	July 2020	Completed	SW
4	Consultations Update of the RP based on detailed design and following consultations with APs.	July 2021	Completed	SW DD Consultants ISSS
5	Registration Copy of Deed of Settlement kept by SW and copy sent to MLHS/COL for re-survey	July 2020	On-going registration process	MLHS/COL
6	Public Disclosure of RP	Feb 2021	Completed	SW/DD Consultant
7	Signing of Deed of Settlement/payment to Land Occupier.	July 2021	TBC	SW
8	Transfer land under SW's name	Sept 2021	On-going	MLHS/COL
9	SW submits the Deed of Settlement and compensation completion report to ADB / WB	Sept 2021	TBC	SW/PMU
	Estimated Time Frame	12 Months		
10	Commencement of civil works	TBC		Contractor

Both international and national resettlement specialists were hired by the SW/PMU and are responsible for the monthly monitoring, assessing and reporting of the resettlement progress and issues. Reports will be disclosed on SW and ADB websites.

1 PROJECT DESCRIPTION

1.1 Overview

1. The Solomon Islands Urban Water Supply and Sanitation Sector Project (UWSSSP) is jointly supported by the Asian Development Bank (ADB), the World Bank (WB), the European Union and the Solomon Islands government (the government). The Project aims to improve access to safe water and improved sanitation in urban and peri-urban areas by implementing high priority components identified in Solomon Water's 30-Year Strategic Plan and 5-Year Action Plan.

2. The four Project outputs include: secure and safe urban water supplies; effective, efficient, and safe urban sanitation services; enhanced awareness of hygiene and water issues and sustained improved hygiene behavior; and the financial and technical sustainability of SW, the state-owned enterprise responsible for the management and development of urban water resources and sewerage services in the Solomon Islands.

3. The Ministry of Finance and Treasury (MOFT) is the Project executing agency, and SW is the implementing agency, operating through a Project Management Unit (PMU). The PMU will ensure that the Project will be implemented following the Project's Resettlement Framework (RF).

4. This is an updated Resettlement Plan (RP) of the previously prepared and approved RP at PPA phase in 2018, for UWSSSP. This was based on the conceptual design, but it was decided during detailed design, to prepare separate packages for the three water subcomponents. There are four updated RP reports that have been prepared for the Honiara components including three RP reports for the water supply project covering Kongulai Water Treatment Plant (WTP) development, water mains upgrading, and augmenting reservoir capacity (this RP) respectively. A separate updated RP will be provided for the wastewater subproject.

5. This RP covers the Honiara water reservoir update following detailed engineering design. This RP has been prepared following the regulatory framework of the Land and Titles Act of the Solomon Islands Government, the ADB Safeguard Policy Statement (SPS) 2009, and the World Bank's Operational Policy 4.12, on Involuntary Resettlement¹. The Resettlement Plan adheres to the principles and procedures outlined in the Resettlement Framework (RF) for the Urban Water Supply and Sanitation Sector Project (UWSSSP) adopted by the Government.

6. The RP's preparation was carried out by the Solomon Water (SW), in consultation with various government agencies in the Solomon Islands. The project approach is to avoid and minimize the land acquisition and resettlement impacts wherever possible. The RP identified project impacts that are permanent and temporary, such as loss of land, partial or whole from private property for acquisition, and dwellings guided by the project cut-off date. These impacts have been addressed in this RP.

¹ The World Bank. Involuntary Resettlement Sourcebook. Planning and Implementation in Development Projects. Operational Policy 4.12. Revised April 2013. <https://ppfdocuments.azureedge.net/1572.pdf>

2 SCOPE OF LAND ACQUISITION AND RESETTLEMENT

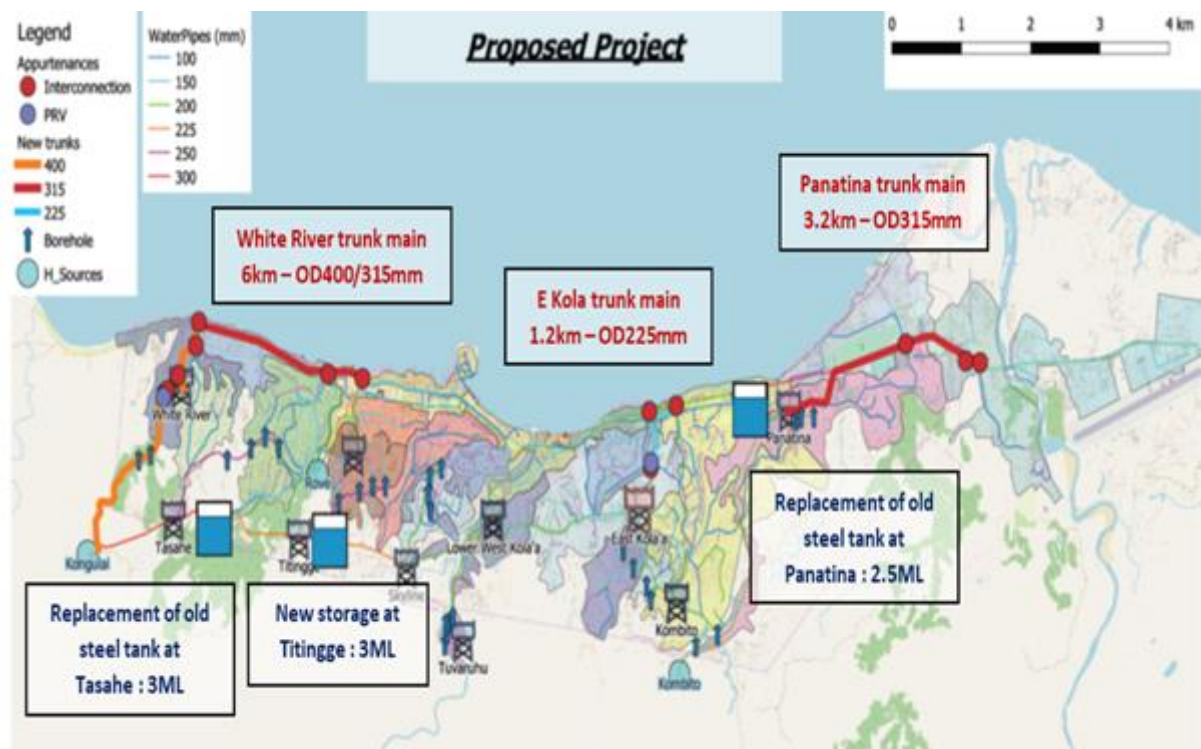
2.1 Scope of Works

7. For the augmentation of water service reservoir capacity, the proposed works will involve:

- (i) increase the storage capacity in the eastern part of Honiara by constructing a new 2.5 ML reservoir at Panatina;
- (ii) increase and secure storage at Tasahe by replacing the 0.9 old steel tank with a new reservoir with a higher water volume of about 3ML; and,
- (iii) increase the storage at Titingge by constructing a new 3ML reservoir.

8. Figure 1 shows the proposed Honiara water supply including the reservoir subcomponent

Figure 1: Honiara Water Supply Sub-Project Overview



9. The water supply subprojects covered in this RP to be financed under the Project in Honiara City include: (i) Service reservoir augmentation capacity in Tasahe; (ii) Replacement of old steel tank in Panatina; and (iii) New storage at Titingge that requires land acquisition. Figures 2 to 4 illustrate the project and their locations.

Figure 2: Panatina Location & Detailed Design



Figure 3: Tasahe Reservoir Location & Detailed Design



Figure 4: Titingge Reservoir Location & Detailed Design

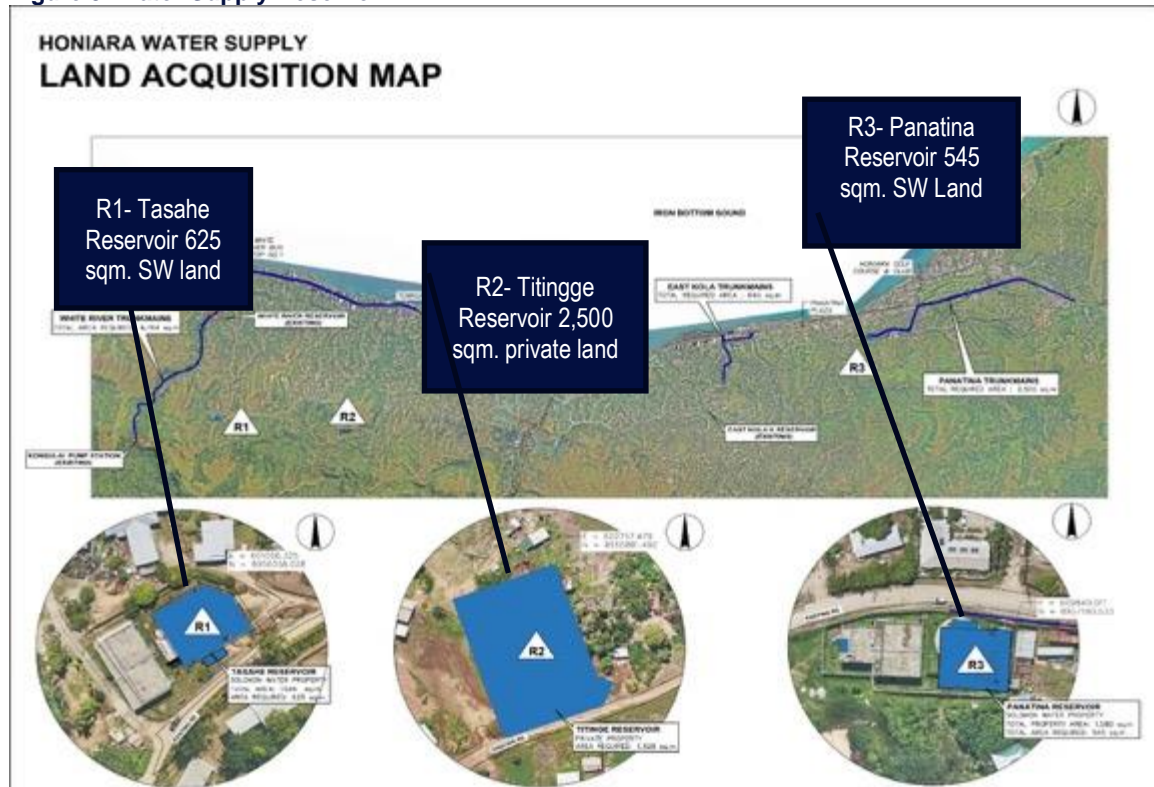


2.2 Land Requirement for Water Supply Reservoir

10. The project will require land acquisition for Titingge, one of the three reservoir sites. No land acquisition meanwhile is required for the Panatina and Tasahe water service reservoirs. These two locations are owned by the Solomon Water with a total land area of 1,170 square meters. However, the third site (Titingge) will require the acquisition of a 2,500 square meters of a perpetual estate-owned land² required for the construction of a new tank to augment the existing tank located in the same location. The SW approach is to purchase the land through the transfer of perpetual estate (PE)-owned land title to SW. The said land will be transferred after the conduct of a land survey, approval of the subdivision of the land by the Guadalcanal Province and the Land Board, creation and registration of a new land parcel, and signing of a new RT form to transfer the land to SW. SW will retain the PE-land title from the landowner (Refer to **APPENDIX 1: MOU Between SW and Titingge Land Owner, Contract to Sell and Payment**).

11. **Figure 5** below illustrates the reservoir locations.

Figure 5: Water Supply Reservoir



2.3 Impacts on People, Land and Structures

12. The subproject does not have significant involuntary resettlement impacts for the two affected persons and one sub-tribe as their losses are below the ADB SPS criteria. An ADB-supported project's involuntary resettlement impacts are considered significant if 200 or more persons will be physically displaced from home or lose 10% or more of their productive or income-generating assets. Based on the socioeconomic survey and census of assets, the

² Perpetual estate land under the Solomon Islands Land and Titles Act is equivalent to a freehold land.

affected persons will lose under 10% of land or their productive and income-generating assets.

13. There are three groups of affected people on the proposed 2,500 square meter reservoir site, including (i) the registered landowner, (ii) a Land Occupier and his household, and (iii) Kakau Valimauvo Sub-Tribe. The landowner will lose 2,500 square meters of land being part of land parcel 191-079-0014 containing an area of 5.420 ha (**Table 1**). The Land Occupier will lose four residential structures, two livelihood structures including piggery and chicken sheds, two water storage tanks, canteen, and income from betelnut and cake stalls, piggery, chicken and crops and trees (**Table 2**). The sub-tribe, meanwhile, will lose their claim on the land.

14. The table below provides the summary of losses for the Titingge reservoir site:

Table 1: Summary of Land Requirement for Water Reservoirs and Land Ownership

Project Work Scope	Location	Size in square meters	Name of Owner	Type of Ownership	Remarks
New Reservoir					
R 1	Tasahe	625	SW	Government	SW property
R 3	Panatina	545	SW	Government	SW property
	Subtotal	1,170		Government	
R 2	Titingge	2,500	Land owner (AP 1)	Perpetual Estate	Agreement/ Contract signed
	Subtotal	2,500		Perpetual Estate (freehold)	
	Total	3,670			

Table 2: Summary of Affected Non-Land Assets for Titingge Water Reservoir (Land Occupier)

ITEM	DESCRIPTION	Measurement (M2)
	A. STRUCTURES	
1	Four, two, and one-bedroom structures (92, 24 and 29 sq m)	125
2	Chicken House	8.9
3	Storage Shed	12
4	Piggery House	6
		Quantity
	B. LAND	
5	Land -bought prior to moving in area in 2012-\$50,000	
	CROPS, CANTEEN, MARKET, PIGGERY, CHICKEN	
6	Loss of perennial crops for eating only	
7	Loss of some commercial trees	
8	Loss of income from canteen	

ITEM	DESCRIPTION	Measurement (M2)
9	Loss of Income from betelnut & cake stall	
10	Loss of income from piggery	
11	Recovery of loss of income from chicken	

Note: Item 7 – Land bought prior to moving in on site in 2012 amounting to SBD 50,000 will be repaid + additional amount as part of the compensation package by SW for the loss of residential and other structures on the land belonging to the Land Occupier.

Status of Settlement of Impacts

15. SW has already compensated the two of the three affected parties (the landowner and the Sub-Tribe) prior to the submission of the RP to ADB and the World Bank in November 2020. SW followed the land acquisition process including during the completion of the land sale as outlined in the RP prepared during the project preparation phase in 2018 under ADB funding. The said RP has been updated during this detailed design phase. Currently, SW is also completing the compensation for the third affected party (the Land Occupier). The progress is discussed in the section below.

(i) Landowner

16. A contract for the sale of land was also signed on 28 July 2020 between SW and the landowner documenting the landowner's agreement to sell the 2,500 square meter land to SW for SBD 600,000. Below outlines the process for the completion of the land sale:

- (i) SW approached the landowner regarding interest to purchase the land,
- (ii) SW requested valuation from the Ministry of Lands and another from an independent valuer,
- (iii) SW corresponded with the Sub-Tribe's lawyer and later had direct negotiation with the lawyer,
- (iv) Signed a memorandum of understanding (MOU) regarding the agreed amount, payment date, and commitment by the landowner to sign all land transfer documents, and
- (v) Paid check for land compensation to the Sub-Tribe's lawyer.

17. The sale was undertaken prior to the approval of this RP. During the RP preparation in 2018 under ADB funding, a land acquisition process, compliant with ADB involuntary resettlement policy (SPS 2009), was prepared and followed by SW to complete the land acquisition including payment based on the detailed design.

18. The said contract as stated above required the agreement of the landowner to sign documents to facilitate the land transfer, including:

- (i) A Memorandum of Understanding,
- (ii) Application Request for the subdivision approval to the Guadalcanal Provincial Authority,
- (iii) An application request for consent to the sub-division to the Land Board-through the Commissioner of Lands,
- (iv) Instruction to Survey Form,
- (v) Application for new Parcel number (Memo of Subdivision), and
- (vi) RT Transfer Form to transfer the Acquired Land to Solomon Water. Also, the contract requires the landowner to follow up with relevant authority 5.1 (b) to 5.1 (f) for purposes of meeting the Completion Date

19. The land was fully paid by SW on 4 August 2020 prior to the approval of this RP. A check was issued by SW and received by the landowner's lawyer. The RP implementation section contains the procedures to complete the land acquisition and this guided SW in the successful conclusion of the land acquisition (refer to **APPENDIX 1: MOU Between SW and Titingge Land Owner, Contract to Sell and Payment**).

(vi) Sub-tribe

20. The second group of affected persons are the Kakau Valimauvo Sub-tribe represented by three male members and one female member. The Sub-tribe will give up their claim on the land. The Sub-tribe claims to have an interest in the said Perpetual Estate in Parcel Number 191-079-14, which is the subject of a High Court Civil Case 439 of 2019. The Kakau Valimauvo Sub-tribe agreed to remove their claim on the land (releasing the caveat on the land) by signing a deed of settlement with SW on 13 July 2020 after receiving SBD 150,000. The court case has been withdrawn. (**APPENDIX 2: DEED OF SETTLEMENT BETWEEN SW AND TRIBAL CLAIMANTS AND PROOF OF PAYMENT**).

(vii) Land Occupier (non-titled person)

21. The third affected person is a Land Occupier who although he has no legal rights in the land, paid a deposit for the land, (which was in fact, registered to another person) to build a house and garden. The Land Occupier is currently working as Operation Manager of Solomon Rice, a local rice trading company in the country. He bought a parcel of land from a member of the Kakau Valimauvo Sub-Tribe for SBD 50,000 in 2012. The Sub-tribe seller allocated him the current project site registered to another person. Prior to this, the Sub-tribe filed a claim of ownership through a caveat on a large swathe of land, including the site that is part of over 5-hectares of land registered to the landowner (AP1) that the Land Occupier was allocated by the Sub-Tribe. Similar to the other two parties, he also confirmed his willingness to vacate the project site in exchange for paying him back for the land (SBD 50,000) and assets that he built on the land (such as residential structures, chicken and piggery pens, and crops and trees he planted on the site.)

22. Since early 2020, SW has been assisting the Land Occupier to try to secure a house and land replacement for his house and other assets which are to be removed from the project site (ref **APPENDIX 3. PHOTOGRAPHS OF SELECTED LOT WITH 2 HOUSES BY** Photograph of the Replacement House and Lot). His first and second preferred houses became unavailable after months of negotiations with the Bank of South Pacific with assistance from SW. Currently he has found a third house worth SBD 4.6 million (the seller agreed to sell it at SBD 3.8 million). SW has committed to compensate the Land Occupier the agreed amount of SBD 1.2 million to pay for (i) one of the two houses on the land parcel he plans to purchase, (ii) SBD 48,000 for stamp duty and (iii) transportation provision of SBD 9,000 for any materials he plans to move to his new residence making a total of SBD 1,257,000. He has also applied for a bank loan to pay for the rest of the property. SW is expected to settle the payment for the Land Occupier by end July 2021, when the bank has granted the loan.

23. The claim of the Land Occupier for SBD 1,257,000 has already been agreed to by SW; however, it is still to be paid to date, as SW is awaiting confirmation of a parallel agreement with a bank to secure a loan. The target payment by SW is by end of July 2021. (The Land Occupier has applied for a bank loan to buy a parcel with 2 three-bedroom houses amounting to SBD 3.8M for a property with a valuation of SBD 4.6M. SW will pay for one of the houses and the lot it stands on).

24. The resettlement will not negatively impact the social/familial network of the Land Occupier. Rather, it will improve his access to basic social services and his investment as his chosen site is in one of the most well serviced areas in Honiara being about 4 km from his

current location. It is also accessible to his current work, family and friends. The impact on his secondary livelihood will be significant as he will lose all his poultry and piggery areas; however, this will be compensated by SW at replacement value (compensation of value of the structures, cost of re-construction, and 90 days payment of for loss of income).

2.4 Affected Persons

19. The landowner (AP1) is a customary landowner from Titingge, Honiara, and has resided on the project site since birth. He is 51 years old, married, and has three children who are in school in primary and university in Honiara. He owns a registered 5.4 ha land in Titingge, a part of which was bought by SW in July 2020 to build a reservoir under this project.

20. Based on the socio-economic survey and census of assets carried out by the project during detailed design, he operates three businesses, has income from his land, and sells agricultural produce as sources of his family's income which is estimated to be over SBD 10,000 monthly. His family uses solar power for lighting, being outside the current Solomon Power connection area. However, he has a connection to SW for his water supply and is not paying for water as part of a previous trustee agreement with SW. He rated their water supply as clean and accessible. He allows his neighbors to collect drinking water from his house. In terms of access to basic social services, he uses his car for transport and visits a specialist private medical clinic for healthcare.

21. He is supportive of the water improvement project as he believes access to clean water by their community is essential to living a healthy life.

22. Overall, he and his family are not expected to suffer a significant impacts to his livelihood due to the project. Instead, he is expected to greatly benefit from the sale of less than 5% of his land to SW. The landowner will continue to do his enterprise- based livelihood located outside his property, next to the acquired land.

23. The Land Occupier and his family have been residing in the Titingge project site for over 12 years after paying a member of the Kakau Sub to purchase a small portion of land to build his house. He was initially from Temotu Province, married, and has three children under ten years old. Both husband and wife have a university degree.

24. Based on the socioeconomic survey and census of assets carried out by the project during detailed design, his primary income sources include full-time employment as Operations Manager of Solomon Rice, a private local rice distribution company, and income from his 24-hour convenience shop in Honiara and a wholesale shop in Temotu. Also, he has a piggery, chicken run, and a canteen as other income sources for his family. His reported income is over SBD 10,000 monthly.

25. Being outside of the central Honiara city, he and his family use solar power for lighting and rely on rainwater tanks comprised of three 600-gallon tanks and nine 1,000 liters tanks. His family also used to have an SW connection but was disconnected due to their plan to move out. He rated his water source as clean and accessible. His neighbors are connected to SW. His household also uses LPG and firewood for cooking and have access to a proper toilet facility inside his house. *(Note: As part of the formal agreement between SW and the Land Occupier, SW will provide 15 loads of a 4-ton truck to transport his water tanks and other assets he wishes to bring with him. The replacement house to be paid for by SW, overall is considered of a much better standard, including a flush toilet, rather than the one he has on the project site).* Refer to **APPENDIX 4: MINUTES OF MEETING, DRAFT AGREEMENT BETWEEN SW AND LAND OCCUPIER.**

26. As to date, the Land Occupier is still to be paid by SW due to the failure of negotiations with at least two residential owners originally preferred by the Land Occupier. Currently, the target payment completion date for the third chosen house and lot by the Land Occupier is by last week of July 2021. This payment includes compensation for the loss of his supplemental livelihood sources e.g. chicken and pig pens. It is part of the agreed SBD1.2 million (USD 259,832) compensation excluding government taxes and transportation of assets he will take to his new residence that the Land Occupier has agreed with SW (ref **APPENDIX 5. INVENTORY OF LOSSES (LAND OCCUPIER)**).

27. The Land Occupier and his household are expected to greatly benefit financially from the land/asset sale. They will also gain a better housing structure with a higher market value as the final replacement house is worth SBD 4.6 million (USD 575,228). SW will pay for one of the two houses on the parcel including the lot it stands on at SBD 1.2 million (USD137,544) while the Land Occupier secures a bank loan to pay the balance. Although he will lose his residential and supplemental livelihood structures, he and his family are not expected to suffer significant negative impacts on his livelihood due to the project. Instead, he is expected to benefit from the sale due to SW's compensation package. The Land Occupier will move to a new residential structure within the better part of Honiara, closer to relatives and friends, continue his employment, carry out enterprise-based livelihood outside his new property, and operate his two existing convenience and wholesale stores in Honiara and Temotu.

28. He supports the project because of the benefit of monetizing his current assets at market value and providing an opportunity to invest into a larger house and lot which, without the project compensation, is difficult to accomplish. His compensation package will include the replacement value of his residence and other structures, the cost of construction of new livelihood structures, and 90 days provision for loss of income.

29.

30. Table 3 presents a summary of the affected persons' profile.

Table 3: Profile of Affected Persons

Affected Person	Land Parcel Number of Affected Household	Member of Affected HH	Livelihood	Education Level	Age	Total Assets (Under/over 10% of Total)	Livelihoods Impact
AP1	191-079-14 (landowner)	5	Business ownership Land ownership	Graduate/degree	51 years old	Under 5%	None
AP2	Structure owner (Land Occupier)	6	Fulltime employment and business ownership	Graduate/degree	36 years old	Under 10%	Significant (supplemental income source)
AP3	n/a	n/a	n/a	n/a	n/a	n/a	Partial
Total APs		11					

2.5 Measures Undertaken to Avoid and Minimize Involuntary Resettlement

31. The Project will impact on land and, in one instance, will require permanent acquisition of private land. The project and the SW PMU will monitor and manage the process with due diligence and ensure that a key factor on site selection and facility design is to avoid land acquisition and physical displacement wherever possible. A particular approach by SW is to use existing SW land to avoid or minimize land impacts to the extent possible.

2.6 Cut-off Date

32. The formal cut-off date notification for the affected persons under the Water Supply Project site was issued on 14 April 2020. Assets that were not identified during the inventory of losses, and did not exist before the prescribed cut-off period indicated by the formal notification will not be eligible for compensation.

2.7 Impact on Vulnerable Groups

33. **Impact on poor households.** From the initial involuntary resettlement impact assessment resulting from the construction of an additional reservoir in the Titingge site, there were no affected persons identified living below the international poverty line with an income below USD 1.90 per day. Under the ADB SPS and WB OP4.12, people below under the poverty line, are considered vulnerable thus requiring livelihood restoration assistance.

34. **Impact on indigenous people.** The subproject does not trigger the ADB's safeguard requirement for Indigenous People, as the people in the area do not meet the ADB criteria (distinctiveness and vulnerability) of indigenous peoples. The project beneficiaries and affected people are all part of the mainstream Melanesian society living in the project site and are not marginalized based on their education, skin color, language, and other considerations as they generally experience the same social problems and opportunities as other tribes and linguistic groups in the Solomon Islands. They will receive the same benefits from the Project as the rest of people on other subproject sites in Honiara and provinces. The communities at subproject sites do not require any special protection or attention. Project information will be translated into pidgin, if necessary, and will be made available for affected communities and other stakeholders.

35. **Gender Impacts.** From the project consultations, there were no female-headed households identified that may be impacted by the project and considered vulnerable due to having an income below the international poverty line of USD 1.90 daily, who will lose land, or non-land assets such as crops and trees etc. Both land owners and Land Occupier are male-headed households and the sub-tribe representatives are represented by three males and a female. If any vulnerable household or groups are to be identified during construction, they will be provided additional assistance under the project.

3 SOCIO -ECONOMIC INFORMATION AND PROFILE OF HOUSEHOLDS

3.1 Population

36. The population of Solomon Islands in 2020 was estimated to be 691,6194 with an annual growth rate of 2.0%. According to the 2009 census, the sex ratio is 1.05 males to females, the median age is 19.8 years, life expectancy averages 74.2 years and population density is 17 persons per square kilometer. The growth rate of Honiara is higher than this, at 4.7% annually, and it also has a high proportion of young people, with 32% of the population younger than 15 years (NSO).

37. Honiara's population is increased by a combination of temporary residents and migrants that are situated in informal settlements that generally requires services and utilities such as supply of piped water for the increasing need of the residents.

38. As of June 2019, chlorinated water was supplied to nearly 60,000 people equivalent to 9,600 customers. The subprojects will serve the projected population in Honiara's urban and peri-urban areas.

Table 4: Summary of Demographics (Honiara Population Census)

Indicator	Total	Male	Female
Total Population	64,609	34,089	30,520
Average annual increase, 1999-2009 (in numbers)	1,547	669	878
Average annual growth rate, 1999-2009 (%)	2.7	2.2	3.4
Population density (number of people/km ²)	2,953		
Urbanization			
Urban Population	64,609	34,089	30,520
Per cent urban (%)	100.0		
Average annual urban growth rate, 1999-2009 (%)	2.7		

Source: SINSO. 2009

3.2 Economic Situation

39. Honiara is the hub for economic, commercial, and administrative actions of Solomon Islands. Service sectors, whole sale business banks, tourism services shops, retail stores and hotels dominate the economic base. Government forecasts increase economic activities will be on construction, manufacturing, and utilities sectors thereby contributing to the country's gross domestic product.

40. Domestic food consumption is supported by several markets such as the Honiara Central Market in Central Honiara. Vendors from the five surrounding provinces, namely Central, Western, Guadalcanal, Malaita, and Isabel have been selling fresh produce and fish in the Honiara Central Market with fish sales estimated at over AUD 2 million per annum (M. Keen and others. 2017).

41. Honiara has a higher cost of living than the rest of the country. Using the poverty line measure, specified as the minimum expenditures needed to obtain basic food and non-food goods, a government survey in 2012-2013 reported that Honiara's poverty line per adult equivalent per year (\$10,300) was almost three times that of the cheapest area in the country. This was attributed to poor infrastructures, markets not integrated, costly transport, expensive services, and very high urban housing prices (National Statistics Office and The World Bank. 2015).

42. According to the World Bank³, the top 5 imports of Solomon Islands in 2018 include crude oil (USD 93.9 million), semi-milled or milled rice (USD 37.9 million), fishing vessels and factory ships (USD 37.2 million), bulldozers and angledozers (USD 14.9 million), and automobiles with piston engine (USD 14.2 million). Being the country's gateway these goods were imported to and mostly utilized in Honiara through the Honiara International Port with quantities distributed in the rural areas mainly for domestic consumption or use.

43. The country's main exports in 2018 include logs (USD 396.8 million), prepared or preserved tuna, skip jack and bonito (USD 39.8 million), crude palm oil (USD 22.8 million), Aluminium ores and concentrates (USD 21.3 million), and rough wood (USD 9.3 million).

³ <https://wits.worldbank.org/countrysnapshot/en/SLB/textview>

44. **Impact of COVID-19 on the economic situation.** A novel coronavirus that caused a respiratory illness was first reported in Wuhan City, Hubei Province, China, in December 2019, and was reported to the World Health Organization (WHO) on 31 December 2019. WHO declared the outbreak a Public Health Emergency of International Concern on 30 January, and a pandemic on 11 March 2020.⁴ According to the World Bank⁵, the broader impacts of COVID-19 have been felt throughout the Solomon Islands with major economic consequences, particularly on the tourism sector. The government is projecting a -4.9% GDP growth, job losses and disruption to imports and supplies due to the lack of inbound flights. The government has responded with a US\$36.9 million stimulus relief package (309 million Solomon Islands dollars) that includes subsidies for households, loan relief for businesses, inter-island transfers and grants to provincial health authorities.

3.3 Culture

45. In Solomon Islands, special, sacred, or restricted sites, or ‘tambu’ areas represent the history, lineage and society of different clans and lines. The National Solomon Islands Museum keeps a National Tambu Site Register, which records several thousand sites of Solomon Islands. Based on information from the Register and the Honiara City Council, there are no recognized physical cultural resources within the Project area. There is no information on visible archaeological records such as stone-faced terraces, platforms, and walls representing earlier village sites, agricultural complexes, and shrines, in the subproject areas.

46. Solomon Islands, particularly Guadalcanal, Tulagi, Florida Islands and Munda, is a known historical site for major battles in the South Pacific during World War 2. There may still be unexploded ordinance (UXO) thus possible finds during construction⁶. In particular, quarry and river extraction sites may contain UXO. In the event of a discovery, the Contractor must immediately stop work and clear the work site of all personnel. The discovery must immediately be reported to the Supervision Engineer, SW and the Solomon Islands Police Force (RSIPF). No works shall recommence on site until instruction has been received from the RSIPF and SW.

3.4 Land-use and Settlement Pattern

47. Honiara has a land area of 22.73 km². In 2012, 65% of the city’s developable land was already fully developed, 1.5% was held by private developers, and 13.5% occupied by informal settlements (UN-Habitat. 2012). Today, commercial developments have continued the narrow coastal strip of land with more industrial developments towards the east. More commercial building constructions are ongoing in the Chinatown area and further to the Panatina area.

48. There are two types of land tenure of customary lands in the Solomon Islands: patrilineal and matrilineal. Matrilineal land is inherited by and through mothers while patrilineal land is inherited through the father’s line. Five of the 10 islands in the Solomon Islands practice matrilineal land tenure (Guadalcanal, Makira, Isabel, Tulagi and Western (IWDA, 2016). Also, a study by the Pacific Islands Forum Secretariat states that women in the matrilineal societies of Solomon Islands held a prominent role with respect to land tenure. Matrilineal protocols

⁴ https://en.wikipedia.org/wiki/COVID-19_pandemic_in_the_Solomon_Islands#cite_note-3

⁵ <https://www.worldbank.org/en/programs/multi-donor-trust-fund-for-integrating-externally-financed-health-programs/brief/solomon-islands-dual-challenge-responding-to-natural-disasters-and-covid-19>

⁶ All sites greenfield sites including the Titingge Reservoir site are being checked for possible UXO occurrence and in the case of positive contacts clearance will be undertaken before construction begins.

encouraged and promoted women as equal partners in decision-making in traditional society. However, even though women were recognized by the community as equal partners in the inheritance of land (through which they gained authority to exercise powers as landowners), their leadership role was, and is, still not celebrated or even acknowledged publicly. Women's inherited role in land succession has traditionally only been acknowledged implicitly⁷.

49. The study also highlighted major changes in attitudes and policies with respect to land tenure, access to land and land management have occurred due to the increase in market demand for land and large-scale developments in Guadalcanal, Isabel and Makira, and the monetary benefits which are derived from the latter.⁸

50. Gender imbalances between men and women are embedded in Solomon Islands culture, history, and contemporary socio-economic conditions. Women's power to make decisions has been undermined by their non-participation in forums and processes at the family, tribal, community and national levels. This calls for an examination of attitudes and behaviours that constrain women's equal participation in decision-making and their right to landownership, and for the mainstreaming of gender in the processes involving land and women in communities.⁹ Thus, the project needs to ensure that women are meaningfully consulted during project design and implementation.

3.5 Social Services

Health

51. Tertiary health care needs are provided by the Honiara National Referral Hospital (NRH), while most primary healthcare services are provided through health facilities such as health centers, dispensaries, and aid posts. In general, malaria and tuberculosis are the major public health concerns in Solomon Islands, along with sexually transmitted infections, acute respiratory tract infections, diarrhoea, viral hepatitis, dengue fever, and measles (SINSO and MOHMS. 2017).

52. Solomon Islands confirmed its first COVID-19 case on 3 October 2020 (Solomon Times). To date there have been only 20 recorded cases, no deaths, and no community cases in the last two months. Current COVID-19 measures in the country include suspension of overseas flights and imposition of social distancing of one meter apart and limitations to the number of people who could gather together as per Ministry of Health's announcement. The project is still able to continue the community consultations provided the team adheres to these restrictions and provide advanced notice to the community prior to visit.

Transport

53. Land transportation route is mainly served by one route along a narrow strip of coastal land bounded by small hills. This main route consists of several road sections serially connected with Mendana Avenue at the central area and the Kukum Highway going to the east. Minor roads, found in the lower, middle and upper catchments of Honiara, are connected to the main land transportation route. Honiara is served by Henderson Airport where several airlines and organizations operate. Maritime transport is mainly served by the Honiara Port at Point Cruz area, owned and operated by the Solomon Islands Ports Authority. The port is

⁷ Source: Pacific Islands Forum Secretariate, 2008
<https://rmicourts.org/wp-content/uploads/PIFS-Land-and-Women.pdf>

⁸ Ibid

⁹ Ibid

experiencing increasing demand for: (i) goods exportation and importation and (ii) inter island transport of goods and people.

Communication

54. Cellular phone services are available in Honiara and the government reported that in 2017, majority of the population have access to the mobile services networks of either Our Telekom or Bmobile Vodafone.

55. Two radio stations, one local television station, and 11 international channels are available in Honiara and some parts of the country. SIBC radio station broadcasts in Honiara City, the provinces of Guadalcanal, Western and Temotu, the farthest province in the country. Telecom Television Ltd or TTV, a free-to-air, commercial television network broadcasts only in Honiara and other populous areas in the country including Gizo, Munda, Noro, Auki and Lata. The other 11 television channels include Pacifica TV, BBC, AlJazeera, and ABC broadcasts mainly in Honiara.

Energy

56. Honiara's electricity is supplied by the Solomon Islands Electricity Authority/Solomon Power using several energy sources. The main power stations are Lungga (80.73 GWh of electricity produced in 2017) and Honiara (1.65 GWh of electricity produced in 2017). Solomon Power is in the process of transitioning to renewable energy instead of fossil fuel generation.

3.6 Water Supply System

57. Honiara water distribution system is a large piped system supplying approximately 55% of households in the Greater Honiara urban area (covering Honiara City Council and surrounding communities). The main features of Honiara Water Supply System are as follows: (a) The water supply system is supplying over 9,600 customers serving more than 60,000 people (2019 data); (b) Sources of water for distribution is mainly from three surface and eight groundwater abstraction system. There are 27 boreholes all in all; (c) the amount of supplied water is approximately ~33 MLD from which 40% is from groundwater while 60% is from surface water with Kongulai spring accounting for over 40% of the overall production; (d) SW has nearly ~295km of network ranging from 15 to 300mm from which 62% of the pipeline is PVC, 20% is PPE, 13% is GI and 5% is CI/DI; (e) there are 28 district metered areas (DMAs) but with limited pressure regulation; (f) there is chlorine disinfection on all production systems; (g) no existing WTP in operation; (h) there are 12 ground reservoirs in service; and (i) 16.3 ML storage equivalent to half day autonomy of current production.

4 INFORMATION DISCLOSURE, CONSULTATION AND PARTICIPATION

4.1 Stakeholders

58. Information disclosure, public consultation, and public participation are part of the overall planning, design, and construction of the proposed subprojects.

59. There are three categories of stakeholders under this project: (i) government; (ii) private sector; and, (iii) the communities within project areas, including the affected persons and the Sub-Tribe, and the public. The government stakeholders include the Ministry of Finance and Treasury, Ministry of Lands, Housing and Survey, (iv) Honiara City Council, and (vi) the Ministry of Infrastructure Development. The stakeholders from the private sector include business owners in the community.

4.2 Consultations

60. During the feasibility study stage, stakeholders were consulted between July 2018 and February 2019. A total of three stakeholder workshops were held, with 24 attending the initial meeting in July 2018, and a further 49 representatives of NGOs, Government, community and potential APs attending one of the consultations and disclosure workshops held on 20th and 21st of February 2019. These consultations indicated a high level of support for the project from the community to improve water supply and sanitation services within and around Honiara. A series of public consultations were carried out by SW during the detailed design stage (**APPENDIX 5**).

61. In addition, during the current detailed design stage, SW held individual consultations with the landowner, the Land Occupier, the sub-tribe representatives, and the project community where the proposed additional reservoir is to be constructed. The affected landowner was willing to sell the land and the affected Land Occupier household was willing to move from the site. Moreover, the sub-tribe who put filed a case against the landowner was also willing to withdraw the case in exchange of fair compensation for their interest on the land. Both the sub-tribe and the landowner were paid in full by SW in the month of July 2020 while the identification of a replacement house and lot for the Land Occupier is scheduled to be completed by mid to end of July 2021.

62. Furthermore, consultations with the Ministry of Infrastructure Development, the responsible government agency for the road and easement which SW use to lay pipes, and other relevant government agencies were also consulted by SW to communicate the detailed project design.

63. Table 5 below presents summary of issues raised in the consultation workshops.

Table 5. Summary of Consultation Issues Raised in Initial Workshop (Feasibility Study)

Group Represented	Issues/ Concerns Raised	Project's Response
Solomon Islands Chamber of Commerce and Industry	If the proposed pipelines will be laid, will it mean laying pipes across the newly built road?	New pipeline to be laid will be alongside the road and for crossings, the pipeline will be underneath the road.
Honiara City Council (HCC)	HCC expressed its desire for SW to construct a wastewater treatment plant for the sewerage since the coastal area is already polluted	SW's strategic plan identified the construction of a wastewater treatment plant for the sewerage system later in the planning years, but not in first 5 years of the plan SW will extend the length of the sewerage marine outfalls to improve the dilution of the waste discharges. In addition, screens will be installed in the outfalls pumping stations to screen out the plastic and large solids to reduce the amount of pollution to the sea.

Group Represented	Issues/ Concerns Raised	Project's Response
Honiara City	Honiara's Mayor expressed his desire for SW to give priority on constructing a sewage treatment plant since the coastal area and other parts of the city are already polluted.	At present SW's sewerage system only covers a small area of the city and with its limited resources, it is trying hard to address the issue on sewage pollution.
Ministry of Environment, Climate Change, Disaster Management and Meteorology (MECDM)	Will SW increase its sewerage coverage to a large part of the city?	SW plans to cover some 30% of the city, while the rest will be the responsibility of the city council. However, this will be supported by a proposed subproject on septage treatment plant to address the septage generated by the septic tanks.
Ministry of Infrastructure Development (MID)	MID expressed its desire for better coordination between MID and SW regarding construction of the proposed pipelines since more road improvements are being planned for the future.	SW does not want to excavate newly paved roads. Whenever feasible, it will use pipeline tunneling construction method to avoid excavating the newly paved roads.
National Council of Women	How will SW address the issue of Kongulai water source – its quality and the shutting down sometimes due to problems with the landowners?	SW will close down the Kongulai water source when the proposed subproject for Lungga Water Treatment Plant will become operational. For the moment, there is a need to shut down the Kongulai water source during heavy rain due to poor water quality.
Environment Conservation Division (ECD)	ECD points to the need for the project to have environmental assessment and address the issue on land acquisition	Environmental assessment is being undertaken and the legal requirements for land acquisition will also be complied

4.3 Consultation at Detailed Design Stage

64. During detailed design stage, SW conducted a series of consultations and negotiations with all affected persons including the registered landowner, Land Occupier and claimant Sub-Tribe chiefs. The meetings resulted in signing an individual agreement to sell and payment of compensation for all affected persons (landowner, Land Occupier and sub-tribe).

65. More than three consultations were held by SW with the claimants Kakau Sub-Tribe chiefs/representatives including the subtribe Chief who is also a Paramount Chief for Tandai area assisted by their lawyer (Bethel International Consultancy) on 5 August 2019, 8 August 2019, and 13 July 2021. The Sub-Tribe representatives, who are the indigenous people in the area, raised the issue of the lack of recognition of their customary ownership over land

around the Project site thus they resorted to filing a court case. After the payment of compensation by SW, the Sub-Tribe was satisfied from the payment addressing their issue of recognition through compensation. The Sub-Tribe also signed documents addressed to the Ministry of Lands and the court withdrawing their claim on the site after receiving the payment from SW. There was no issue registered from the land occupier as he and his family are happy to move to a better site. Meanwhile the issue raised by the legal owner was the illegal occupation of his land by the land occupier and his receiving payment from the project. The legal land owner was of the opinion that the Land Occupier is a squatter thus did not have the right to receive payment from the project.

66. Women APs were consulted by women during negotiations with the Sub-Tribe on 8 August 2019 and 13 July 2021 (1 woman and 4 males, and 1 woman and 3 males respectively). Also, women in the community were also consulted by SW through a public consultation (at the same time as the PER consultations) held by SW on 25 Feb 2021 where 11 of 25 (44%) participants were women.

67. A series of consultations with the Land Occupier were also conducted by SW to discuss feasible resettlement options, as he preferred to have a replacement house and lot that he had selected. It proved to be difficult to secure a house and lot with two previous options that had complications. A third house and lot was found by the Land Occupier and he is now negotiating with the bank to finalize the sale with support from SW. The location of the resettlement site is in West Kola Ridge area and has been initially decided through a joint site visit by the affected Land Occupier and SW. The affected household agreed to be relocated to Henderson area, approximately 4 kilometers away from their current location in Titingge.

4.4 Information Disclosure

68. The RP was disclosed to the APs and to the public by Solomon Water on 20-21 February 2019, and was posted on ADB and MoFT websites during the feasibility study stage. There were 49 participants who attended the public consultation and RP public disclosure. All participants from the government and civil society stakeholders (such as NGOs and women's association representatives), were very supportive of the proposed project and its six components. In particular, potential APs including the landowners from Titingge and Kongulai were keen for the project to be implemented due to their interest to have access to uninterrupted supply of safe drinking and cooking water.

69. Key questions from the landowners during the public disclosure pertain to difference of compensation between land owners and land users. Also, their request for the project to start soon, particularly on improving water reservoirs and pipes. The updated RP will be made available in English in accessible public locations including the offices of Solomon Water Office, PMU, Ministry of Lands, Housing and Survey, and the Honiara City Council (HCC) as well as on ADB website. Solomon Water will also arrange to interpret and explain the key provisions in the commonly spoken language (pidgin) if needed.

70. Public disclosure of this RP including the presentation of the project's final scope, entitlements of affected persons and grievance mechanism available to the community and public during construction will be carried out prior to the completion of the detailed design phase.

5 GRIEVANCE REDRESS MECHANISM

5.1 Project Grievance Redress Procedure

71. During implementation, it is possible that people may have concerns about the project's safeguards performance including implementation of any RPs.

72. Table 6 below outlines the process that will be used to address complainant's concerns quickly and transparently at subproject level based on the existing system for dispute resolution.

73. Specifically, all subprojects will be implemented in accordance with the GRM established for the overall Project to ensure that any complaints and concerns may be addressed promptly at no cost to the complainant and without fear of retribution. The GRM will receive, evaluate, and facilitate the resolution of people's concerns, complaints, and grievances about the subproject's social safeguard's performance. It will aim to resolve grievances and complaints in a timely and satisfactory manner. The GRM procedures will be disclosed to the public in consultation meetings during the detailed design phase of the subproject and prior to commencement of construction activities.

Table 6. Procedures for Resolving Grievances

Step	Process	Duration
1	Affected Person (AP)/ takes the grievance to the Contractor's community liaison officer, (if unresolved taken to PMU)	Any time
2	Contractor/SW PMU reviews issue, and in consultation with the complainant, then record a solution to the problem.	5 working days
3	SW PMU reports back to AP and gets clearance from the complainant.	5 working days
4	If unresolved, the SW PMU will elevate the matter to the General Manager for resolution.	10 working days
If unresolved		
5	AP take a grievance to a Tribunal for resolution (comprised of a SW Board Member, Permanent Secretary of a relevant agency (MMERE or COL) who will appoint a relevant agency to review the complaint	Decision within 10 working days
If unresolved or if at any stage and AP is not satisfied with the progress		
	AP can take the matter to appropriate national court (Magistrates Court, High Court	As per judicial system.

74. **Focal Point:** During construction, SW will have a designated staff member responsible for implementing the Grievance Redress Mechanism (GRM). Also, a gender-based violence GBV complaint team will be established to investigate complaints about GBV or sexual harassment in the project site and its personnel.

75. SW's PMU Safeguards Officer, will be the focal point for assisting the project to receive and address project related concerns including resettlement and gender-based violence (GBV/SH). If possible, complaints will be resolved first by the Contractor on-site, through its

community liaison officer, followed by the SW PMU, and then, if unresolved, escalate to the SW Management and Tribunal comprised of the SW GM and responsible government authorities, as described below.

76. **Composition:** The GBV complaint team will be composed of the Project's GRM Committee plus a representative from the Solomon Islands SafeNet GBV network located at Ministry of Health that operates the Safenet 132 Hotline. GBV service providers will be contracted by the Contractor as part of the Contractor's Environmental and Social Management Plan (CEMP) after contract awarding, and are also likely to include the Family Support Centre in Honiara. Indigenous Peoples in the Solomon Islands, including in the project sites, are Melanesian people who comprise the majority of the country's population. The protection of their needs are incorporated in the GRM through a clear complaints process as documented in the RP and availability of local language speaking staff by the Contractor and will also include women responsible to receive complaints from women (ref Contractor's GRM mechanism under the CESMP).

GRM with multiple channels to initiate a GBV complaint, and ensure safe and confidential handling of cases.

77. While many projects have traditionally only considered GRM in the context of resettlement, the World Bank's Good Practice Note on Environmental and Social Framework February 2020¹⁰ requires that Investment Project Financing have a grievance mechanism that will be "proportionate to the potential risks and impacts of the project".

78. For GBV—and particularly sexual exploitation and abuse and sexual harassment (SEA/SH)—complaints, there are risks of stigmatization, rejection and reprisals against survivors. This creates and reinforces a culture of silence so survivors may be reticent to approach the project directly. Some survivors will choose to seek services directly and never report to the GRM, which may lead to a discrepancy in the number of cases reported to the project by service providers and the GRM operators. To enable women to safely access the GRM, multiple channels through which complaints can be registered in a safe and confidential manner can be enabled. Community consultations may be one mechanism to identify effective channels (e.g., local community organizations, health providers, etc.).

79. The GRM will ensure that the Contractor shall adopt and implement the project's GBV Response Protocol to initiate a GBV complaint and ensure safe and confidential handling of cases. The Contractor will ensure that the contractor's social safeguards officer and contractor's GBV service provider are represented and fulfil their responsibilities on the GBV Complaints Team. The Contractor's management team will support the GBV Complaints Team to manage GBV related complaints and ensure that all related complaints have been referred to Solomon Water, the World Bank and Asian Development Bank.

80. Some means of ensuring safe and confidential information when handling GBV/SEA/SH may include:

- (i) No identifiable information on the survivor should be stored in the GRM register.

¹⁰ <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework>

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- (ii) The GRM should not ask for, or record, information on more than the following related to the SEA/SH allegation:
 - (iii) The nature of the complaint (what the complainant says in her/his own words without direct questioning);
 - (iv) If, to the best of the survivor's knowledge, the perpetrator was associated with the project;
 - (v) If possible, the age and sex of the survivor; and
 - (vi) If possible, information on whether the survivor was referred to services.

81. The GRM will ensure that the Contractor shall adopt and implement the project's GBV Response Protocol to initiate a GBV complaint and ensure safe and confidential handling of cases. The Contractor will ensure that the contractor's social safeguards officer and contractor's GBV service provider are represented and fulfil their responsibilities on the GBV Complaints Team. The Contractor's management team will support the GBV Complaints Team to manage GBV related complaints and ensure that all related complaints have been referred to Solomon Water, the World Bank and Asian Development Bank.

- (i) The GM should assist SEA/SH survivors by referring them to GBV service provider(s) for support immediately after receiving a complaint directly from a survivor. This should be possible because a list of service providers would already be available before project work commences as part of the mapping exercise.
- (ii) The information in the GRM must be confidential—especially when related to the identity of the complainant. For SEA/SH, the GRM should primarily serve to: (i) **refer** complainants to the GBV Service Provider; and (ii) **record** resolution of the complainant.

5.2 GRM During Construction

82. SW has its own GRM which is designed to deal with grievances from the general public in relation to Solomon Water managed projects at different stages of the project implementation (**APPENDIX 7: SOLOMON WATER GRIEVANCE REDRESS LOG INFORMATION FORM**). The mechanism allows for the affected parties to make known grievances including as they arise and aims to provide a predictable, transparent and credible process to all parties, resulting in outcomes that are seen as fair, effective and lasting.

83. The GRM requirement will be established by SW prior to the start of the construction activities including:

- publicize the existence of the Project's GRM through public awareness campaigns, billboards, public notifications, etc.
- ensure that the names and contact numbers of GRM representatives are placed on notice boards at agreed locations; and
- the Contractor's CESMP reflect the elements of the GRM and the Contractor will be responsible for implementing them including maintaining their own grievance register.

19. The GRM will ensure that the Contractor shall adopt and implement the project's GBV Response Protocol to initiate a GBV complaint and ensure safe and confidential handling of cases. The GBV complaint team maybe composed of the Project's GRM Committee plus a representative from the Solomon Islands SafeNet GBV network located at Ministry of Health. Required Service providers are to be contracted by the Contractor upon its selection.

20. The SW GRM is a three-stage process during any stage of which the grievance may be considered, by both parties, to have been resolved and closed off including:

Stage 1 (Contractor/PMU)

84. Any grievance should first be made known to the Contractor and/or SW PMU in charge of the project being implemented. This may initially be verbal, however, a monitoring form must be prepared and signed off by the party raising the grievance onsite or at the PMU office whichever is convenient to the complainant. Support to filling in the form can be provided by Solomon Water to the aggrieved party. Commonly complaints can be resolved on site by the SW contractor and documentation submitted to the PMU. However, in cases where complaints are not resolved, complaint will be forwarded to the PMU through a filled grievance form. On the receipt of the grievance monitoring form, the PMU will hold an internal discussions, to be followed by a meeting with the aggrieved party to resolve the grievance within 5 working days of the grievance being raised. Following the discussion, the grievance may either be resolved or needs to be escalated to Stage 2.

85. A Stage 1 grievance outcome form should be prepared by the PMU confirming either the grievance has been resolved and the means of resolution or the grievance has not been resolved, and outlining SW project team position on the grievance. The Stage 1 grievance outcome form should be signed by both parties and a copy provided to the party raising the grievance. This form should include next steps in the process if they consider the issue not to be resolved.

Stage 2 (General Manager)

86. If the AP is not satisfied with the outcome, the complaint is next discussed by the complainant and the General Manager of SW, assisted by the SW Safeguards Officer (SO) and PMU. The GM will be provided with the Stage 1 grievance outcome form and a meeting arranged with the aggrieved party within 10 working days of issue of the form to discuss and try to resolve the grievance.

87. Based on the discussion, the GM will issue a Stage 2 Grievance Outcome form confirming either the grievance has been resolved or not and outlining SW GM's position on the grievance. The Stage 2 grievance outcome form should be signed by both parties and a copy provided to the party raising the grievance.

Stage 3 (Grievance Tribunal)

88. If the grievance is not resolved under Stage 2 the grievance should then be referred to a three-member Grievance Tribunal comprised of: (a) A member of the Board of SW; (b) The PS (or designate) of the MMERE; (c) Independent member selected by GM SW and Board Chairman. It must be noted that the composition of the Grievance Tribunal must ensure appropriate gender balance.

89. All prior Grievance Outcome reports will be made available to the Tribunal. A meeting with the aggrieved party shall be held within 10 working days of issue of the Stage 2 Grievance Outcome Form.

Within 5 working days of the Tribunal meeting a formal response will be issued to the aggrieved party outlining the Tribunal's decision on the grievance raised. The Tribunal's decision will be final.

90. If a satisfactory conclusion cannot be obtained through this process, the AP can take the matter to the courts (Magistrates Court or High Court). This will be at the APs cost, but if the court shows that SW have been negligent in making their determination, the AP will be able to seek costs reimbursement. A copy of SW grievance log information form is provided in Appendix 8.

91. Through public consultations, APs will be informed that they have a right to complaint/grievance resolution. The record of the grievance redress mechanism will be the subject of monitoring.

92. During construction/implementation, the GRM Register will be held at project site office, maintained by the Contractor and monitored by the SWSO. All complaints arriving at a site office are to be entered in a Register (by, date, name, contact address and the reason for the complaint) that is kept at the site. A duplicate copy of the entry is given to the AP for their record at the time of registering the complaint. The Register will show who has been directed to deal with the complaint and the date when this was made together with the date when the AP was informed of the decision and how the decision was conveyed to the AP.

93. The Register is then signed off by the person who is responsible for the decision and dated. The Register is to be kept at the front desk of the site office and is a public document. The duplicate copy given to the AP will also show the procedure that will be followed in assessing the complaint, together with a statement affirming the rights of the AP to make a complaint. For anybody making a complaint, no costs will be charged to the AP.

94. In the event of grievances related to the ownership of lands to be acquired that cannot be resolved at the local level, SW will hold the compensation amounts in escrow or trust account. Compensation will be paid in full upon final resolution of the case in the courts or another forum based on the entitlements of the AP.

95. If the grievance is not resolved under Stage 2 the grievance should then be referred to a three-member Grievance Tribunal comprised of: (a) A member of the Board of SW; (b) The PS (or designate) of the MMERE; (c) Independent member selected by GM SW and Board Chairman. It must be noted that the composition of the Grievance Tribunal must ensure appropriate gender balance.

6 POLICY AND LEGAL FRAMEWORK

6.1 Solomon Islands Laws

96. **The Land and Titles Act** empowers the Commissioner of Lands (CoL) to be the custodian of Government land and to deal with its land interest on behalf of the Government. The Act stipulates two systems: Customary, and Crown or State Land. The Lands and Titles Amendment Act 2014 makes changes to provide greater support and transparency to the role of CoL, with a Land Board empowered to make decisions on allocation of interest in land, development of land, and the fair, transparent and equitable administration of land. This Land Board has been established and is operational, with a member from SW on the Board to represent the interest of the utility companies.

97. For Customary Land: Part V of the Land and Titles Act deals with the purchase or lease of customary land by private treaty and with compulsory acquisition of land. Sections 60-70 outline clearly the process of purchase or lease and sections 71-77 the process of compulsory acquisition.

98. There are two types of title registration or legal ownership acquired by CoL on behalf of the Government. (i) Perpetual Estate (PE) title and (ii) Lease of perpetual title. Perpetual Estate title is established through the acquisition process either by outright purchase or compulsory acquisition of customary land. Lease of perpetual title is established through the acquisition process for lease of customary land.

99. The PE is held by trustees identified through the acquisition process, with a lease agreement entered into between CoL and the identified landowners, and subsequently registered.

100. The process for purchasing or leasing customary land is set out in Division 1 of Part V of the Land and Titles Act as follows:

- CoL must appoint a Land Acquisition Officer (LAO) to act as the Commissioner's agent.
- The LAO marks out the boundaries of the relevant land on the ground or on a map in such manner as to bring them to the notice of the persons affected.
- The LAO prepares a written agreement for the purchase or lease of the land with the people who claim to be the owners.
- The LAO gives public notice of the written agreement and organizes a public meeting to determine whether the persons named in the agreement are the correct customary land owners.
- If there is no dispute at the meeting, and no other claimants, the LAO records this fact and sends a copy of the determination to the Land Board and CoL.
- If there are rival claimants, the LAO must determine the rightful owners of the land and send a copy of his determination to the Land Board and CoL, and bring it to the attention of the originally identified parties and any claimants.
- An appeal of the LAO's determination can be made to the Magistrates Court within 3 months;
- The decision of the Magistrates Court can be appealed to the High Court on a question of law only.
- Once any appeals have been determined, or the period for appealing has expired, the agreement for sale or lease of the land in question can be implemented.
- Where the land is being leased, the CoL makes an order vesting PE in the persons named as lessors – commonly representatives of the customary land group found to own the land.

101. For Crown or State Land: Part X of the Land and Titles Act deals with Crown or State Land. This is alienated land held by CoL on behalf of the Government. This Part provides for the purchase of Government Land by Individuals or companies through the process of CoL granting, transferring, subleasing or providing temporary occupation of Government Land. Note that since the passing of the Land and Titles Amendment Act 2014, a Land Board has

been established with powers and functions in land allocation, removing complete control from the CoL.

102. There can be four types of private title ownership as follows.

- PE Title, equivalent to freehold.
- Fixed Term Estate (FTE) Title. CoL as holder of PE title grants FTE title to individuals or companies. This is for a certain term of years with certain conditions to abide. These conditions are stipulated in the grant instrument executed by the title holder and CoL. Most terms are 50 years and currently 75 years. FTE title is acquired through direct allocation from CoL or through the transfer of FTE by an FTE title holder.
- Sub-Lease Title: The FTE title holder leases the Land to an individual or company for a period less than the FTE term with conditions agreed by both parties.
- Temporary Occupation License: This refers to occupation of land under license conditions for up to three years, renewable.

103. For FTE title holders there is a provision in the grant instrument that provides for resumption of the land by CoL for public purposes. Compensation as stated in the grant instrument will be paid in the event the land is developed.

104. The Land and Titles Act governs compulsory acquisition of both alienated and customary land, under the following procedures¹¹: The Minister responsible for the Act makes and publishes a declaration that particular land is required for a public purpose. The effect of the declaration is to nullify all interests in the land, and the right to occupy and use the land vests in the CoL. The declaration is published and notice given to registered owners, and in the case of unregistered and customary land to all persons or groups who might claim to have an interest.

105. Interested persons or groups may apply to the High Court within six months to quash the declaration on the ground that the land is not required for a public purpose. Interested persons or groups have three months to make a claim for compensation to the CoL.

106. CoL must respond within three months, either accepting the claim or making an offer. If the claimant accepts the offer, CoL must pay the amount within three months. A claimant who rejects the CoL's offer has three months to bring an appeal in the High Court.

107. As for land under FTEs, the agreements provide that CoL can resume the land for public purposes. This is triggered by a request by the concerned Minister to the CoL. Temporary occupation of land for up to three years is possible under a similar process. Rent is paid and loss in value and damage are compensated.

108. Compensation (including compensation rent) for land compulsorily acquired under the Land and Titles Act is provided as follows:

- An amount considered just having regard to the condition of the land and other relevant "matters and circumstances", including loss in value of land retained by the owner.
- Valuation is determined as of the date of the declaration.
- In the case of customary land, other land can be provided in lieu of monetary compensation.

¹¹See para 62 below concerning relevant requirements of the Constitution.

109. Dispute Resolution: Disputes arising over alienated land, usually in relation to compensation as ownership is clear, are referred to the Magistrates Court and follow the procedure set out in the Land and Titles Act and Civil Code. Disputes over the award of compensation for resumed title, or where an FTE holder seeks to get compensation for unimproved land, are settled in the High Court.

110. For disputes over customary land, there is a two-step process: (i) the civil procedure through the Magistrates Court, and (ii) the customary procedure.

The hearing in the Magistrates Court will determine whether the case can be dealt with through civil proceedings or whether the case is better handled through the customary process. If the case cannot be resolved after the Local Court hearing, it is presented as a case before the Customary Land Appeal Court.

111. **The Constitution of Solomon Islands:** Section 112 of the Constitution with respect to compulsory acquisition of customary land requires Parliament to provide the following: Before the land is compulsorily acquired, there must be prior negotiations with the owner of the land, right or interest. The owner must have a right of access to independent legal advice. So far as practicable the interest acquired shall be limited to an FTE.

112. Although Parliament has not provided for these safeguards in the Land and Title Act, the Minister of Lands and the CoL can take them into account in conducting land acquisition.

113. In the Solomon Islands, approximately 87% of land is under the customary land tenure system, with all-natural resources belonging to customary landowners¹². The remaining 13% of land is 'alienated'. Land is governed by the Land and Titles Act (1996/88), which addresses requirements for temporary occupation of land for public purposes, and provides the procedures and basis for compensation for land and any improvements thereto. The Act also provides for purchase or lease of customary land by the Government through agreement.

114. In Honiara and in provincial capital boundaries, land is owned by the state. This crown land is held in perpetual estate title on behalf of the government by the Commissioner of Lands (CoL). The CoL can enter into 50-year fixed term estate (FTE) agreements with individuals, or shorter-term temporary occupancy licenses (ToL). The Act provides a clear process for the government to undertake compulsory acquisition of registered and customary land.

115. There are 2 ways in which land can be secured for any development by the government or any entity:

- Compulsory land acquisition for public purpose. This can be used in instances where negotiation has failed, and there are no alternative sites for the proposed development. In these cases, compulsory acquisition as outlined in the Act can be commenced.
- Leasing of customary land through negotiated settlement.

116. Land access for the project will follow the processes that SW currently use in their resettlement procedures. Whilst there are powers for compulsory acquisition, this process is time consuming and can create significant delays. Therefore, it is an option of last resort. Generally, when requiring access to a site for development, the process is as follows – (i) SW and landowner enter into MOU to protect SW's interest in the land.

¹²Exemptions being the lands of the national capital area (Honiara), various provincial headquarters, and Tulaggi Island (which was the national capital until the 1960s and is alienated land).

(ii) The land is surveyed. (iii) A memo is submitted to Registry of Titles to generate a parcel number for the area. (iv) The lease instrument (for private land) or grant instrument (for Government land) is executed between the parties. (v) This is lodged with the Registry of Titles. (vi) Registration of lease title.

117. **The Solomon Islands Water Authority Act 1992** provides the governance framework for SW and outlines their functions and powers. Section 12 provides an obligation for reasonable compensation to be paid by SW for damage or loss caused by works.

118. Under Section 14, SW has the power to open up roads and streets, provided reasonable notice is given to the appropriate Government Ministry. The surface of the road must be restored to its previous condition. This section is relevant to proposed pipelines and works to be undertaken in road reserves.

119. Of most relevance to this RP is Section 53, outlining the process for land negotiations for the purchase of land required for purposes of the Authority. In the circumstance where agreement cannot be reached, or the delay in reaching agreement is not in the public interest, the land acquisition process under the Lands and Titles Act may be triggered.

120. Solomon Water is well experienced in issues around property negotiation, and they have engaged with resettlement processes over the years when accessing sites to develop infrastructure for service delivery. Developing a Memorandum of Understanding (MOU) is the first step and carried out with the three affected parties in this project. The basis of the negotiation, including valuation of the land and any non-land assets and verification by a third party, form the key conditions of the MOU. A lease which allows temporary or permanent use of land for infrastructure development is a preferable mechanism to compulsory acquisition, which takes time and often triggers disputes. The lease or grant instrument is a key document, as this stipulates the terms and conditions of the land use, including the rights to access the infrastructure for maintenance. (In this case, following the preferred approach of negotiation by SW, a PE-titled land has been acquired through negotiated agreement and fully paid for by SW according to the latest market valuation.)

121. **Other Acts.** Relevant sections of other Acts are described below. It is the responsibility of the Contractor to be familiar with these relevant Acts.

Act	Description
Environmental Act 1998	The Environment Act 1998 (the Act) and Environment Regulations 2008 (the Regulations) make provision for the conservation and protection of the environment. The Act provides for an integrated system of development control, environmental assessment and pollution control including; prevention, control and monitoring of pollution including regulating discharge of pollutants to air, water or land and reducing risks to human health and prevention of degradation of the environment; Regulating the transport, collection, treatment, storage and disposal of waste and promoting recycling, re-use and recovery of materials in an economically viable manner; and Complying with, and giving effect to, regional and international conventions and obligations relating to the environment.
Environmental Regulations 2008	The Second Schedule of the Act lists prescribed developments for which consent from the Environment and Conservation Division (ECD), accompanied by an environmental assessment reported as either a public environmental report (PER) or an environmental impact statement (EIS), is required. All prescribed developments require a "screening" or "scoping", to see what form/level of environmental assessment is required. Most prescribed developments require a PER, while major projects such as logging, mining, or

Act	Description
	<p>large scale tourism or infrastructure developments, will need a more detailed appraisal which includes technical, economic, environmental and social investigations and consultations with stakeholders, presented in an EIS.</p> <p>The Regulations extend the requirements of the PER/EIS to include; (a) social impact on the surrounding communities; (b) ensuring public participation; (c) spelling out employment opportunities for Solomon Islanders; (d) a demographic impact assessment; (e) health impact assessment; (f) gender impact assessment; (g) noise impact assessment; (h) state whether any of the above would have shorter long-term harmful effects on the environment. The Director may have other requirements that will need to be fulfilled, notifying applicant of any additional requirements within 31 days after notifying the applicant.</p>
Environmental Health Act 1980	<p>An Act protecting environmental health of the country.</p> <p>11.-(1) The Minister may make Regulations for the better carrying out of the purposes and provisions of this Act and regulating the activities of any person (including the Government or any statutory authority) in relation to the maintenance or improvement of environmental health generally.</p> <p>(2) Such regulations may create offences and prescribe penalties in respect thereof not exceeding a fine of one thousand dollars or imprisonment for one year or for both such fine and imprisonment, and such penalty may provide for fines to be imposed on a daily basis in respect of a continuing offence.</p> <p>12. Proceedings for enforcement of regulations made under this Act may, where the Enforcement Authority considers it desirable that the person it considers to be in breach of any such regulation shall first have the opportunity to remedy such breach, be taken in accordance with the provisions of sections (a), (b), (c), (d) and (f) outlining the role of the Authorized Officer to serve abatement notice, failure to comply with the said notice and proceedings.</p>
Labor Act	<p>13.-(1) Subject to any lower maximum number of hours of employment applicable to him by virtue of any regulation, rules, contract or agreement negotiated on his behalf are:</p> <ul style="list-style-type: none"> (a) the normal weekly hours of any worker shall not exceed forty-five hours; (b) the normal daily hours of work of any worker in an industrial or agricultural undertaking shall not exceed nine hours; (c) a worker whose hours of work exceed six hours daily shall be given a break of at least thirty minutes arranged so that the worker does not work continuously for more than five hours; (d) hours of work and breaks from work shall be so arranged as not to require the worker's presence at the place of work for more than twelve hours daily; (e) a worker shall be given a weekly rest of at least twenty-four continuous hours, which shall, where practicable, include Sundays or other customary rest days; and (f) no worker shall be required to work on a gazetted public holiday or on more than six days in one week, unless such worker is employed in a service to which the Essential Services Act applies or in an occupation in which work on public holidays or customary rest days is expressly provided for in his contract of service.

Act	Description
	<p>(2) The above limits on hours of work may be exceeded in those processes which by reason of their nature are required to be carried on continuously by a succession of shifts, subject to the condition that the average working hours shall not exceed nine daily and forty-five weekly over a period of three weeks;</p> <p>(3) Workers engaged on shift work shall be given at least twenty-four continuous hours of rest weekly notwithstanding that the incidence of shift rotas may be such that this rest period does not coincide with the normal or customary weekly rest days.</p> <p>(4) In order to ensure continuity of operations an employer may require workers engaged on shift work to remain on duty until relieved by the succeeding shift or until permitted to leave by the supervisor responsible: Provided that such workers shall be paid at overtime rates for any additional hours so worked.</p> <p>(5) The limit on hours of work specified in this section may be exceeded subject to the total hours worked (including hours of overtime) not, without the approval of the Commissioner, exceeding fifty-seven hours in any work weekly or two hundred and twenty-eight hours in any calendar month.</p> <p>(6) The onus of showing the necessity to extend hours of work beyond those provided for in subsections (2) and (5) shall lie on the employer in any particular case and shall be subject to approval by the Commissioner.</p>
	<p>37.-(1) No person shall employ an immigrant or non-indigenous worker unless such worker has obtained from the Commissioner a work permit and the employment relates to the conditions of such work permit. No immigrant or non-indigenous worker whether employed or self-employed shall work in Solomon Islands without a work permit from the Commissioner which shall specify the work which such immigrant or non-indigenous worker may undertake.</p>
	<p>39. Women shall not be employed during the night in any undertaking, except where the night work are :</p> <p>(a) has to do with raw materials or materials in course of treatment which are subject to rapid deterioration; or ...</p> <p>(c) is that of a responsible position of management held by a woman who is not ordinarily engaged in manual work; or ...</p> <p>(h) is not prohibited by an international convention applying to Solomon Islands and is specifically declared by the Minister by order to be work upon which women may so be employed.</p>
	<p>46. No child under the age of twelve years shall be employed in any capacity whatsoever.</p>
	<p>47. A person under the age of fifteen shall not be employed or work - (a) in any industrial undertaking, or in any branch thereof, except in employment approved by the Minister; or...</p>
	<p>70.-(1) At every place of employment the employer shall provide for all workers such medical attention and treatment with medicines of good quality, first-aid equipment and appliances for the transportation of sick or injured workers as may be required by the Commissioner or a Health Officer.</p>

Act	Description
Safety at Work Act 1996	Purpose: An act to provide for the health, safety and welfare of persons at work and to protect persons against risks to health or safety arising out of or in connection with the activities of persons at work; to impose specific requirements in respect of certain articles and substances that are a potential source of danger; to make minor amendments of the labour act and the workmen's compensation act; and for connected purposes. Provides detailed regulations governing duties of dangerous machinery (article 19), electrical installations (article 20), flammable substances (article 22), and training (schedule 1)

6.2 World Bank Policy

122. The World Bank's Environmental and Social Safeguard Policies aim to prevent and mitigate potential damage to the environment and communities generated in the development process. These policies give the Bank and borrowers, guidelines on the identification, preparation and implementation of programs and projects.

123. There are ten safeguard policies in the World Bank, created to inform decision making, ensuring that projects financed by the Bank are environmentally and socially sustainable. These policies include: Involuntary Resettlement (OP4.12), Environmental Assessment (OP4.01), Indigenous Peoples Policy (OP4.10) and Natural Habitats (OP4.04).

6.3 ADB Safeguard Policy Statement (2009)

124. The Safeguard Policy Statement (SPS) requires ADB-assisted projects to (i) avoid resettlement impacts wherever possible; (ii) minimize impacts by exploring project and design alternatives; (iii) enhance, or at least restore, the livelihoods of all Affected Persons (APs) in real terms relative to pre-project levels; and (iv) Improve the standards of living of the affected poor and other vulnerable groups. The SPS covers both physical displacement (relocation, loss of residential land, or loss of shelter) and economic displacement (loss of land, assets, access to assets, income sources, or means of livelihoods) as a result of involuntary land acquisition or restriction on land use, or on access to parks and protected areas.

125. The key principles of the ADB safeguard policy on resettlement are as follows:

- Screen early the project's resettlement impacts and risks.
- Carry out meaningful consultations with APs, informing them of their entitlements and resettlement options. Pay particular attention to the needs of vulnerable groups.
- Establish a grievance redress mechanism to receive and facilitate resolution of APs' concerns.
- Improve, or at least restore, the livelihoods of all APs through (i) land-based resettlement or cash compensation at replacement value, as relevant,

- (ii) Prompt replacement of assets, (iii) prompt compensation at full replacement cost, and (iv) additional revenues and services through benefit sharing schemes where possible.
- Provide APs with needed assistance, including: (i) if there is relocation, secured tenure and improved housing; (ii) transitional support and development assistance; and (iii) civic infrastructure and community services, as required.
- Improve the standards of living of the displaced poor and other vulnerable groups to at least national minimum standards.
- Develop procedures in a transparent, consistent, and equitable manner if land acquisition is through negotiated settlement.
- Ensure that APs without titles are eligible for resettlement assistance and compensation for loss of non-land assets.
- Prepare an RP elaborating on APs' entitlements, income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget, and time-bound implementation schedule.
- Disclose an RP in an accessible place and a form and language(s) understandable to APs and other stakeholders.
- Conceive and execute involuntary resettlement as part of a development project or program. Include the full costs of resettlement in the presentation of project's costs and benefits.
- Provide compensation and other entitlements before physical or economic displacement.
- Monitor and assess resettlement outcomes, their impacts on the standards of living of APs.

6.4 Comparison of ADB SPS and Solomon Islands Laws

126. In implementing resettlement activities, it is important to compare the ADB SPS requirements with local law. The SPS principles hold primacy, and any gaps between local laws and the SPS Policy must be identified with measures proposed to meet the SPS principles. Table 7 provides this overview.

Table 7: Comparison of Solomon Islands Law and ADB Policy and Gap - Filling Measures

ADB SPS 2009 Requirements on Involuntary Resettlement	SOL Laws on Land Acquisition/ Resettlement	Gaps between ADB SPS and SOL Laws	Gap-filling Measures
Avoid involuntary resettlement wherever possible. Minimize involuntary resettlement by exploring project and design alternatives.	The Constitution provides for the protection from deprivation of property. The Constitution and Land and Tittles Act (LTA) set out the conditions under which land may be compulsory acquired. The property can only be acquired for the public good, and with the	No explicit reference to the need for minimizing resettlement impacts by exploring alternatives.	The RP includes measures on avoiding/minimizing land acquisition and resettlement impacts.

ADB SPS 2009 Requirements on Involuntary Resettlement	SOL Laws on Land Acquisition/ Resettlement	Gaps between ADB SPS and SOL Laws	Gap-filling Measures
	payment of reasonable compensation.		
Enhance, or at least restore, the livelihoods of all displaced persons in real terms relative to pre-project levels. Improve the standards of living of the displaced poor and other vulnerable groups	General principles of compensation for land and assets are set out in the Constitution and LTA.	SOL Laws do not prescribe measures to restore/ improve standard of living.	The RP includes measures on compensation at replacement cost for affected land/assets and to restore/improve living standards of APs
Screen the project early on to identify past, present, and future involuntary resettlement impacts and risks. Determine the scope of resettlement planning through a survey and/or census of displaced persons, including a gender analysis, specifically related to resettlement impacts and risks.	LTA sets out the process for land investigation which includes identification of affected clans/tribes and their assets.	No specific requirements for census, cut-off date, impact assessment and scoping of resettlement planning.	The RP includes measures on survey/census, cut-off-date, assessment of impacts and resettlement planning.
Carry out meaningful consultations with APs, host communities, and concerned NGOs. Inform all displaced persons of their entitlements and resettlement options. Ensure their participation in planning, implementation, and monitoring and evaluation of resettlement programs. Pay particular attention to the needs of vulnerable groups, especially those below the poverty line, the landless, the elderly, women and children, and Indigenous Peoples, and those without legal title to land, and ensure their participation in consultations.	LTA sets out the process of notification, including that all landowners must be informed of the acquisition and entitlements.	No specific provisions for preparing and implementing RP based on meaningful consultations with DPs, including the poor, the landless, elderly, women, and other vulnerable groups	The RP includes measures on consultations with APs, including vulnerable groups, during preparation and implementation of RPs.
Establish a grievance redress mechanism to receive and facilitate resolution of the affected persons' concerns. Support the social and cultural institutions of displaced persons and their host population.	LTA provides for appeal against a declaration of public purpose for compulsory acquisition and amount of compensation.	No requirements for a project-specific grievance redress mechanism.	The RP includes measures on project-specific grievance redress mechanism.
Improve, or at least restore, the livelihoods of all displaced persons through (i) land-based resettlement strategies when affected livelihoods are land based where possible or cash compensation at replacement value for land when the loss of land does not undermine livelihoods, (ii) prompt replacement of assets with access to assets of equal or higher value, (iii) prompt compensation at full replacement cost for assets that cannot be restored, and (iv)	The Constitution requires payment of reasonable compensation for the compulsory acquisition of land for a public benefit, within a reasonable period of time having regard to all the relevant circumstances. LTA sets out more detailed requirements: By s79 any person who claims to be entitled to an interest in compulsory acquired land may make a claim for	No specific requirement for land-based resettlement, replacement of assets, and benefit sharing. Gap in the SI framework with no law or policy protecting displacement of informal settlers	The RP includes measures of on-site relocation, replacement of affected structures, compensation at replacement cost and priority of project employment to APs. The ADB Safeguard Policy will apply in issues of resettlement concerning informal settlers.

ADB SPS 2009 Requirements on Involuntary Resettlement	SOL Laws on Land Acquisition/ Resettlement	Gaps between ADB SPS and SOL Laws	Gap-filling Measures
additional revenues and services through benefit sharing schemes where possible.	<p>compensation (within 3 months); the requirements for payment are set out in s81; and the provisions for compensation are set out in s83.</p> <p>There is no legal instrument or policy in the Solomon Islands that addresses displacement of informal settlers</p>		
Provide physically and economically displaced persons with needed assistance, including the following: (i) if there is relocation, secured tenure to relocation land, better housing at resettlement sites with comparable access to employment and production opportunities, integration of resettled persons economically and socially into their host communities, and extension of project benefits to host communities; (ii) transitional support and development assistance, such as land development, credit facilities, training, or employment opportunities; and (iii) civic infrastructure and community services, as required.	LTA provides for the provision of alternative land in lieu of compensation for customary land compulsory acquired.	SOL laws have no specific provisions on relocation, transitional support and civic infrastructure and services.	The RP includes measures on-site relocation of affected structures, transitional allowances and restoration of civic infrastructure.
Improve the standards of living of the displaced poor and other vulnerable groups, including women, to at least national minimum standards. In rural areas provide them with legal and affordable access to land and resources, and in urban areas provide them with appropriate income sources and legal and affordable access to adequate housing.	The Constitution and LTA include general principles of compensation for damages or losses.	SOL Laws do not prescribe measures on improvement of living standard and restoration of livelihoods of the poor and vulnerable groups.	The RP includes measures on restoration/improvement of livelihoods of APs, including the poor and vulnerable groups.
Develop procedures in a transparent, consistent, and equitable manner if land acquisition is through negotiated settlement to ensure that those people who enter into negotiated settlements will maintain the same or better income and livelihood status.	LTA Part V, Division 1 sets out the detailed provisions for voluntary purchase or lease of land.	SOL Laws do not specifically require third-party verification of negotiated agreement.	The RP describes procedures for the negotiation with landowner groups through memoranda of agreements (MOAs) to be verified by a third-party.

ADB SPS 2009 Requirements on Involuntary Resettlement	SOL Laws on Land Acquisition/ Resettlement	Gaps between ADB SPS and SOL Laws	Gap-filling Measures
Ensure that displaced persons without titles to land or any recognizable legal rights to land are eligible for resettlement assistance and compensation for loss of non-land assets		There is nothing in the SOL Laws to address the issue of displaced persons without land title or legal land rights.	The entitlement matrix for the project provides for resettlement assistance and compensation for non-land assets to non-titled APs as well.
Prepare a resettlement plan elaborating on displaced persons' entitlements, the income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget, and time-bound implementation schedule.		SOL Laws have no provision of preparing RP	The RP includes measures on preparation of RP for subprojects in case they involve land acquisition/resettlement impacts.
Disclose a draft resettlement plan, including documentation of the consultation process in a timely manner, before project appraisal, in an accessible place and a form and language(s) understandable to affected persons and other stakeholders. Disclose the final resettlement plan and its updates to affected persons and other stakeholders.	LTA sets procedures in notification of landowners at different stages of land acquisition steps.	No requirements on disclosure of an RP.	The RP includes disclosure measures, including posting of documents on ADB website as well as providing information to APs.
Conceive and execute involuntary resettlement as part of a development project or program. Include the full costs of resettlement in the presentation of project's costs and benefits. For a project with significant involuntary resettlement impacts, consider implementing the involuntary resettlement component of the project as a stand-alone operation.	No equivalent provision	Gap.	an acquisition/resettlement costs will be included and financed out of the project cost that includes government contribution.
Pay compensation and provide other resettlement entitlements before physical or economic displacement. Implement the resettlement plan under close supervision throughout project implementation.	LTA requires compensation to be paid within 3 months of acceptance of the offer.	There is nothing in the Act to require payment before displacement.	The RP includes measures on payment of compensation for affected assets before start of civil works on affected land.
Monitor and assess resettlement outcomes, their impacts on the standards of living of displaced persons, and whether the objectives of the resettlement plan have been achieved by taking into account the baseline conditions and the results of resettlement monitoring. Disclose monitoring reports.	No equivalent provision	Gap	The RP includes monitoring measures, including requirements of semi-annual safeguard monitoring report.

7 PROJECT ENTITLEMENTS, ASSISTANCE AND BENEFITS

127. The project will follow provisions in the RP for determining eligibility and compensating for all losses resulting from land acquisition or restriction on land use or access. APs will receive compensation at full replacement cost, and other resettlement support such as assistance with relocation. Titled APs will receive compensation from outright sale of land for use of a portion of their land from SW. Non-titled APs are not eligible for compensation for land but will receive compensation for assets attached to land and other assistance as required. Households headed by women and other vulnerable households will receive additional further assistance.

128. The affected landowner will be compensated at fair market value for his land while the sub-tribe will be compensated based on an agreed amount comparable to SW's compensation paid for similar sites, and affected Land Occupier provided a resettlement site with house and lot, and payment for improvements on the land e.g., residential structure and livelihood sources such as canteen and piggery.

7.1 Assistance for Vulnerable Groups

129. There were no vulnerable groups identified during project consultations, socioeconomic survey and census of assets of the affected persons during detailed design.

130. Under ADB SPS, vulnerable groups (households headed by women, disabled, poor, elderly, chronically ill and are unable to work) if present in the project site will be assisted including through provision of daily allowance equivalent to the loss of income they would have earned if their assets and livelihood are to be temporarily or permanently removed due to the project. This livelihood assistance will be particularly important during the current COVID pandemic. However, at present, this does not apply to the project site.

131. Access to water will be a key consideration during negotiations, particularly for vulnerable groups. If there are any APs without connection to SW water supply, consideration will be given to improve water access through connection of services, and/or access to newer innovations such as cash for water meters, which provide poor households with greater control over water consumption and management of payments.

132. The project will follow eligibility and harmonized SIG and ADB policy-based entitlement matrix for all types of losses resulting from land. Table 8 below summarizes the Entitlement Matrix.

Table 8: Entitlement Matrix

PERMANENT LOSS OF LAND		
Application	No. of Entitled APs	Entitlement
Alienated land required for project pipeline and tank construction	Registered owner (PE, FTE) One Landowners for Titingi water reservoir One tribe represented by 3 persons	Cash compensation as agreed between CoL and owner OR new FTE lease for replacement land. Cash compensation to be based on full replacement cost or existing market price. External evaluator to determine this fair price as the basis for negotiation with AP. Transaction costs.
Customary land required for project pipeline and tank construction	Landowners and users	Replacement land of equivalent size and quality or cash compensation as agreed between CoL and landowner group. Cash compensation to be based on full replacement cost or existing market price. External evaluator to determine this fair price as the basis for negotiation with AP. Transaction cost

LOSS OF STRUCTURE		
Application	Entitled APs	Entitlement
Houses, structures on land required for project	Registered owner 1 house with associated structures such as water tank	Cash compensation at full replacement value of the structure without deduction for salvaged materials and including construction cost, and relocation assistance and shifting allowance ¹³ . In cases where AP can be considered a vulnerable group, consideration should be given to constructing a replacement house of better quality. In rebuilding a house for relocation, ensure relocation land is equivalent or improved in terms of proximity to employment, education etc.
LOSS OF CROP and TREES		
Application	Entitled APs	Entitlement
Alienated and customary land	Landowners, users	Rent as negotiated with landowners. All temporary use of land will be through written agreement with the landowner/lease-holder and land will be returned to the landowners after rehabilitation to original or better condition. Compensation at full replacement cost for damages within land used for project. The project will ensure that APs have uninterrupted access to their land and livelihood sources. In case of any unavoidable loss of access, APs will be provided compensation for their losses at replacement cost.
VULNERABLE HOUSEHOLDS		
Loss of assets	Identified through consultation with community leaders (households headed by women, elderly, disabled, poor)	Additional cash assistance depending on extent of disruption to vulnerable APs. Provision of transport cost, and daily allowance equivalent to the APs daily income from the loss of asset (temporary or permanent) e.g. housing, small canteens, betel nut until they have managed to re-established their livelihood with the maximum of 7 days support.
UNFORESEEN OR UNINTENDED IMPACTS		
Identified impact at implementation phase	Determined in accordance with RF principles.	Unanticipated involuntary impacts will be documented and mitigated based on the principles provided in ADB's involuntary resettlement policy

8 IMPLEMENTATION ARRANGEMENTS

8.1 Institutional Arrangement

133. Solomon Water is the implementing agency, with responsibility for carrying out the project, embedded within existing operations as the service delivery agency for water and wastewater services in Honiara and additional service areas. Table 9 below outlines the roles and responsibilities of the SW and the key agencies roles and responsibilities for the implementing, monitoring and reporting of the progress of Resettlement Plan requirements.

Table 9: Resettlement Implementation - Roles and Responsibilities

Agency	Roles and Responsibilities
Solomon Water	<ul style="list-style-type: none"> Overall execution of the project Provides funds for land acquisition and resettlement Liaises with MLHS and other government agencies relevant to the requirements of the Project

Agency	Roles and Responsibilities
Solomon Water PMU	<ul style="list-style-type: none"> • Manages the social and resettlement aspects of the project • Finalizes project decisions concerning land acquisition in consultation with appropriate government agencies. • Manages design and supervision of works • Manages consultants on all matters dealing with resettlement and consultations • Prepares and updates of RP during implementation. • Discloses the RPs • Informs DPs, local authorities and interested others about the project, including compensation details • Coordinates with MLHS/CoL to initiate land acquisition process • Prepares inventory of losses (IOL) and census of DPs • Coordinates with MFT/Solomon Water to obtain budget and funds for compensation payments • Regarding alienated land: prepares and attends to execution of purchaser agreements; payment of purchase price; registration in Land Registry • With civil contractor schedules and makes compensation payments for non-land assets • Records the compensation payment process for monitoring and reporting • Establishes grievance procedure as outlined in RPs • Provides data and other information to external monitoring agencies • Prepares completion report
MLHS/CoL	<ul style="list-style-type: none"> • Oversees and supports land acquisition and resettlement process as the national agency responsible for land acquisition • Regarding customary and FTE land, through CoL completes land acquisition • CoL appoints LAO • Surveyor General carries out land survey or approves survey by Solomon Water engineers • Valuer General confirms land valuations • LAO finalises agreements and obtains execution by owners • Solomon Water makes payments. • CoL registers transfers in Land Registry.

134. **Executing agency:** The Ministry of Finance and Treasury (MoFT) is the executing agency, responsible for overall administration of the project.

135. **PMU:** A Project Management Unit (PMU) is constituted at the SW as the IA. The PMU will be responsible for the day-to-day implementation of the water supply projects and RP activities assisted by the relevant staff within the Project Implementation Assistance Consultants (PIAC).

136. The PMU established an Environment and Social Unit (ESU) that will ensure that all relevant safeguard plans are implemented and meet their intended objectives. The team is composed of an international and national social safeguards specialists and an international environmental specialist. They will undertake the following activities to ensure safeguard procedures are implemented at every stage of the project.

- Undertake adequate consultations with and dissemination of relevant information to APs during detailed design, pre-construction, and during construction;
- Ensure that the project implementation consultants take into account this RP and when unanticipated impact is identified, to avoid or minimize social impacts

and provide mitigation measures. The ESU team will brief the technical team and contractors on the RP;

- Address any project-related grievances of APs and facilitate the resolution of disputes on land ownership or land use;
- Undertake ongoing public consultation to keep APs informed, and seek their inputs into the detailed design/construction of the subproject and scheduling of subproject activities;
- Following the award of the civil works contract, the ESU will arrange a briefing to the contractors to raise their awareness on safeguard requirements including gender-based violence (GBV) issues and concerns before and during construction;
- Coordinate with relevant authorities to ensure that land-related activities including payment of all due compensation are completed prior to the start of the construction activities; and
- Undertake regular monitoring and reporting on implementation progress of RP.
- Update RP as required if there are unanticipated impacts during project implementation and prepare corrective action plan if there will be non-compliance.

137. Solomon Water will also coordinate with Commissioner of Lands (CoL) and Ministry of Land, Housing and Survey (MLHS) and other relevant government agencies in the land acquisition process.

138. All funds required for compensation for affected land, structures, including the provision of various allowances, will be allocated for by the government through the MoFT. Solomon Water will ensure that adequate funds are available for carrying out land acquisition and resettlement according to the budgets provided in the RP. The PMU will coordinate allocation of funds, approval of payments, and delivery of funds, monitoring of progress and reporting.

8.2 Implementation Steps

139. The Resettlement Plan will be amended should there be changes in the project design, and in if a case of unanticipated impact is identified during implementation, SW land acquisition and resettlement specialist will update the RP. At this stage, all land lease arrangements must have been negotiated.

140. Once all lease and compensation agreements have been signed, the PMU will prepare invoices for each eligible AP and submit to SW for approval and payment. The invoices will detail the entitlements of each AP and the payment methods.

141. Solomon Water's PMU will prepare a compensation completion report after the final land negotiations and Inventory of Losses has been completed. Based on the compliance report, ADB will issue a no objection letter (NOL) prior to commencement of civil works.

8.3 Implementation Schedule

142. The project is expected to be implemented at the earliest in the first quarter of 2021. SW will implement the approved RP by the ADB. SW's payment of compensation will be completed prior start of construction. Schedule of this RP implementation is presented in **Table 10**. In land and resettlement, implementation, delays are expected due to circumstances beyond the control of the project. A key challenge is to achieve negotiated agreements within the timeframe to ensure that project construction is not significantly delayed. The implementation of the RP will be monitored by the PMU, ensuring risks are identified and mitigated early.

Table 10. Implementation Schedule

S.N.	Activities	Timing	Status	In-Charge
1	Verification of land ownership status based on detail design, government land valuation, and market valuation (through government and private valuator)	July 2020	Completed	SW DD Consultant International Social Safeguards Specialist (ISSS)
2	Land purchase through negotiation. Signing of MOU between SW with Titingge land owner, Land Occupier, and sub-tribe claimant.	July 2020	Completed	SW
3	Signing of Deed of Settlement/payment to land owner and sub-tribe claimant	July 2020	Completed	SW
4	Consultations Update of the RP based on detailed design and following consultations with APs.	July 2021	Completed	SW DD Consultants ISSS
5	Registration Copy of Deed of Settlement kept by SW and copy sent to MLHS/COL for re-survey	July 2020	On-going registration process	MLHS/COL
6	Public Disclosure of RP	Feb 2021	Completed	SW/DD Consultant
7	Signing of Deed of Settlement/payment to Land Occupier.	July 2021	TBC	SW
8	Transfer land under SW's name	Sept 2021	On-going	MLHS/COL
9	SW submits the Deed of Settlement and compensation completion report to ADB	Sept 2021	TBC	SW/PMU
	Estimated Time Frame	12 Months		
10	Commencement of civil works	TBC		Contractor

9 BUDGET AND FINANCIAL PLAN

143. As per the Project's Resettlement Framework, valuations were based on replacement cost of affected land (market valuation and government duties normally levied by the government for transfer of perpetual estates). Also, residential and other structures were valued based on replacement cost while crops and trees were based on market valuation. All valuations were extensively discussed and agreed with APs after inputs from government and private property valuers.

144. The following costs to implement this RP will be financed by the government using counterpart funds. Valuation of affected lands and assets were coordinated by SW PMU Safeguards' Unit. SW will release sufficient budget for the implementation of compensation, resettlement and rehabilitation activities in an appropriate and timely manner.

145. **Table 11** below shows the estimated budget to implement the RP activities for the water supply-reservoir project. A total estimated amount is SBD 2,167,000 (USD 259,832) to implement this Resettlement Plan.

Table 11: Summary of Indicative Land Acquisition and Compensation Cost

No	Items	Cost (SBD)	USD
A	Estimated Compensation		
1	Compensation/purchase price for 2,500 sqm land at 240 SBD per square meter	600,000	71,942
2	Settlement Compensation Kakau Valivaumo sub-tribe	130,000	15,588
3	Compensation for residential structures, crops & trees, land, water connection and transportation for one Land Occupier	1,200,000	143,885
	Sub - total (A)	1,930,000	231,415
B	DMS	30,000	3,597
C	Consultations	10,000	1,199
	Sub-total (B+C)	40,000	4,796
	A + B + C Total	1,970,000	236,211
	Contingency (10%)	197,000	23,621
	TOTAL (SBD/USD)	2,167,000	259,832

10 MONITORING AND REPORTING

146. The SW PMU through their Environmental and Social Unit (ESU) will deliver monitoring and reporting throughout the project cycle. Every 6 months, all work of the ESU will be collated into a Semi Annual Safeguards Monitoring Report to be submitted to ADB/WB/SIG. This provides a focal point for monitoring outcomes and can flag any issues of concern or risk to be addressed. The semi-annual reports are public documents, providing a transparency to project delivery outcomes. The ESU will also have input into regular quarterly project progress reports, ensuring that social safeguards are taken in an integrated manner.
147. The ESU will document ongoing consultation efforts, recording issues of discussion and participants. This is particularly important during the RP implementation phase, with project communities, including their chiefs and elected leaders, so they are informed of the proposed scope of works, construction schedule, grievance redress mechanism, and potential local employment opportunities.
148. All consultation meetings will collect sex-disaggregated data, and if women are not participating equally, the ESU will actively engage with women's groups to ensure consultation is inclusive. This is essential given that it is women who bear a greater burden from the impacts of poor water supply.
149. Monitoring of the RP will include reporting on progress of the activities as indicated in the implementation schedule with particular focus on public consultations, negotiated outcomes for land agreements, payment of compensation, record of grievances and status of complaints and its timely resolution, financial disbursements, and level of satisfaction among APs. Basic indicators for monitoring are shown in the Table 12 below.

Table 12 Basic Indicators for Monitoring

Aspect	Indicators
RP implementation	General and overall compliance of resettlement activities with the RP, including payment of compensation: (i) full payment to be made to all affected persons before commencement of works; (ii) payment based on full replacement cost for affected assets; and

Budget and timeframe	<p>Are resettlement implementation activities being achieved against agreed implementation plan?</p> <p>Are funds for resettlement being allocated on time?</p> <p>Has SW received the scheduled funds?</p> <p>Have funds been disbursed according to the RP?</p>
Delivery of AP entitlements	<p>Have the APs received compensation and/or entitlements for land, trees and structures in accordance with the entitlement matrix?</p>
Consultation, grievances and other issues	<p>Have resettlement information brochures/leaflets been prepared and distributed?</p> <p>Has the updated RP been disclosed locally?</p> <p>Have consultations taken place as planned?</p> <p>Have any APs used the grievance redress procedure? What were the outcomes?</p> <p>Have conflicts been satisfactorily and timely resolved?</p>
AP satisfaction	<p>Are APs satisfied with consultation, adequacy of compensation, and timeliness of compensation payment?</p> <p>Is the GRM working as planned, providing a timely and effective resolution process for APs?</p>
Vulnerable group issues	<p>Assessment of the appropriateness and effectiveness of various entitlements, programs and activities and methods of delivery for various vulnerable households and groups, and the need for adjustment or additional measures.</p>
Transparency	<p>How information is distributed and to whom, in order to make sure that all APs have proper information and access to knowledge. Functioning of decision-making bodies and how this information is properly recorded and made available</p>

Appendices

Appendix 1: MOU Between SW and Titingge Land Owner, Contract to Sell and Payment

MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT

This Memorandum of Understanding (MOU) is made the 28th day of July 2020

BETWEEN: **SOLOMON ISLANDS WATER AUTHORITY**

(trading as Solomon Water) (the "Purchaser") of P O Box 1407, Honiara

AND: **JOHN TUPE ("the Seller") of Mataniko, Honiara.**

WHEREAS:

- A. **Solomon Water** is entering into respect agreements with **John Tupe** for acquiring and Outright Purchasing portion of Land as shown on the Plan attached as **Schedule "A"** to this MOU
- B. The Land intended for Outright Purchase from **John Tupe** is measuring **2,500 m2** depicted on the attached map **Schedule "A"** as **PLOT B** and **PLOT C**
- C. **Solomon Water** has agreed to Purchase from **John Tupe** on the terms and conditions therein set out in the respective agreements and Transfer Instruments executed.

IT IS AGREED that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

A. PURPOSE

- i) The purpose of this MOU is to have an understanding between the parties herein that the signing of documents between the parties with incomplete Parcel numbers –refer section 5.1 (e) and (f) of Agreement for sale dated 28th day of July 2020 are documents for registration and are based on the anticipation that after the survey and mutation process of the portions of Land shown on the attached **SCHEDULE "A"**, as **PLOT B** and **PLOT C**, the right and legal parcel number would then inserted on the space provided in all the documents where thereafter SIWA will lodge the documents for registration purposes.
- ii) For avoidance of doubt, all the parties herein are certain of their rights and obligations under the respective agreements.

IN WITNESS WHEREOF the Parties have executed this MOU on the day and year first hereinbefore written.

SIGNED ON BEHALF OF

SOLOMON ISLANDS WATER AUTHORITY


IAN GOODEN

General Manager

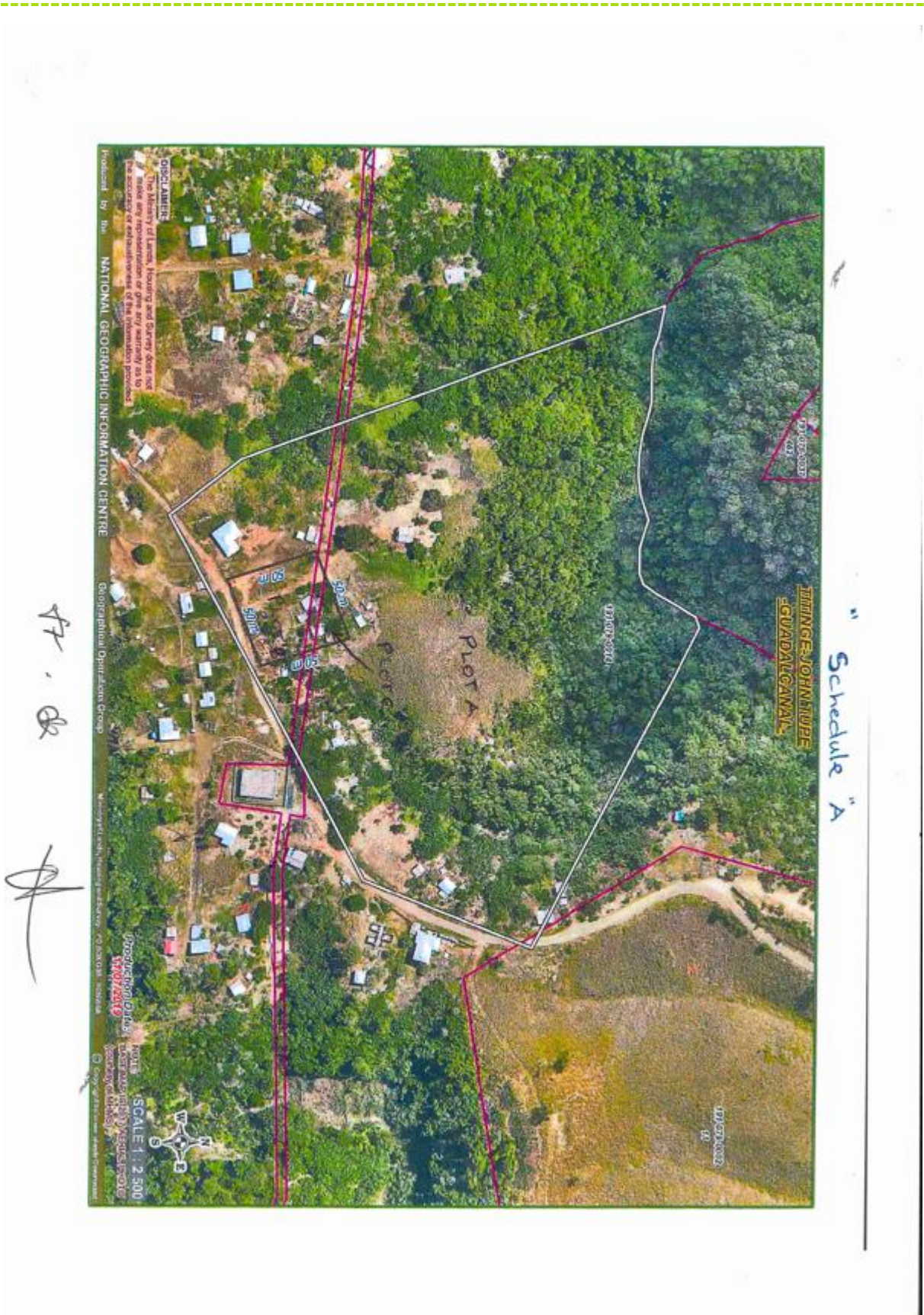
SIGNED by JOHN TUPE



In the presence of:

Commissioner for Oaths





CONTRACT FOR THE SALE OF LAND

THIS CONTRACT is dated the 27th day of July 2020

BETWEEN: SOLOMON ISLANDS WATER AUTHORITY
(trading as Solomon Water) (the "Purchaser") of P O Box 1407, Honiara

AND: JOHN TUPE ("the Seller") of Mataniko, Honiara.

WHEREAS

- A. The Seller is the registered owner of the Perpetual Estate in Parcel Number 191-079-14 (hereinafter referred to as "the Land") situated at Titinge, Guadalcanal Province and containing an area of 5.420 ha.
- B. The Land intended for purchase is a portion measuring approximately 2,500 square metres as indicated on the Plan attached hereto being part of Parcel No: 191-079-14 (the "Acquired Land")
- C. The Purchaser has agreed to buy the Acquired Land from the Seller and the Seller has agreed to sell the Acquired Land to the Purchaser subject to the terms and conditions hereof.

IT IS AGREED that in consideration of the purchase price terms, covenants and stipulations herein contained, the Parties hereto agree as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this deed:

"Act" means the Land and Titles Act [Cap. 133]

"Acquired Land" means the part of Parcel No: 191-079-14 to be purchased from the Seller shown on the Plan attached hereto.

"Bank" means a bank authorized under the Financial Institution Act (1998) (as amended) to carry on banking business in Solomon Islands;

"Business Day" means a day on which Banks are open for business in Honiara;

"Completion" means completion of sale and purchase of the Acquired Land in accordance with this Contract.

"Completion Date" means 31st day of December 2020 or such other date as may be agreed in writing by the Parties or fixed pursuant to the conditions of this contract.

"Dollars" means the lawful currency of Solomon Islands;

"Land" means the Perpetual Estate in Parcel No: 191-079-14 referred to in this contract.

"Purchase Price" means the sum of Six Hundred Thousand Solomon Islands Dollars (\$600,000-00);

"Sub-division" in this Contract means the portion of the Perpetual Estate in Parcel Number 191-079-14 (the Acquired Land) to be sub-divided;

"Transfer" has the same meaning as that in the Act;

1.2 **In this Contract, unless the context otherwise requires:**

- (a) Words importing the singular include the plural and vice versa;
- (b) Words importing a gender include every gender;
- (c) References to any document (including this Contract) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- (d) References to this Contract are references to this Contract and Schedule;
- (e) References to Clauses, paragraphs and Schedule are references to clauses and paragraphs of, and the Schedule to this Contract;
- (f) References to any party to this Contract shall include references to its respective successors and permitted assigns;
- (g) References to law shall include references to any constitutional provision, treaty, decree, convention, statute, act, regulation, rule, ordinance, subordinate legislation, rule of common law and of equity and judgment;
- (h) References to any law are references to that law as amended, consolidated, supplemented or replaced from time to time;
- (i) References to any judgment shall include references to any order, injunction, decree, determination or award of any court or tribunal;
- (j) Reference to any person shall include references to any individual, company, body corporate, association, partnership, firm, joint venture, trust, body politic and government agency; and
- (k) References to time are references to Solomon Islands time.

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2. LAND AND TYPE OF ESTATE

- 2.1 The Seller shall sell and the Purchaser shall purchase the following:-

- * 2,500 square metres, within the Perpetual Estate in Parcel Number 191-079-14 (the Acquired Land); and
- * The Acquired Land shall be a registered perpetual estate to be transferred outright to the Purchaser.

3. PURCHASE PRICE

- 3.1 The Purchase Price for the Acquired Land is Six Hundred Thousand Dollars (SBD600, 000-00).

4. PAYMENT OF PURCHASE PRICE

- 4.1 The Purchase Price shall be payable by the Purchaser to the Seller as follows:-
- (a) A one lump sum of \$600,000-00 to be paid to the Seller 14 days after the signing hereof;
 - (b) The Purchaser shall pay the purchase Price to the Seller by cheque or through bank transfer direct to the seller's Bank account number 4845897 with Australia and New Zealand Banking Group (ANZ) in the name of JOHN TUPE

5. CONDITIONS

- 5.1 On Signing of this agreement for the payment of the sum in 4.1 (a) the Seller shall carry out the following:-
- (a) Sign a covering Memorandum of Understanding (MOU)
 - (b) Sign an application request for subdivision approval to the Guadalcanal Provincial Authority;
 - (c) Sign an application request for consent to the sub-division to the Land Board through the Commissioner of Lands;
 - (d) Sign an Instruction to Survey Form
 - (e) Sign an application for new Parcel number (Memo of Subdivision)
 - (f) Sign a RT Transfer Form to transfer the Acquired Land to Solomon Water;
 - (g) Follow up with relevant authority 5.1 (b) to 5.1 (f) for purposes of meeting the Completion Date
- 5.2 The purchase price shall be refunded in full by the Seller to the Purchaser if for any reason the sub division is not registered or if the Purchaser is not granted planning permission to construct a reservoir on the Acquired Land or if the Purchaser is not granted any development consent required under the

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(a) The Purchaser shall accept the transfer of the Acquired Land with full notice of the actual state and condition; and

(b) The Acquired Land shall be conveyed subject to all rights of way, water, light, drainage and other easements, rights, privileges and liabilities affecting the same as recognized under the Act and Solomon Islands Water Authority Act.

8. IDENTITY AND BOUNDARIES

8.1 As the time of this Contract the Purchaser has full knowledge of the boundaries, the identity and extent of the Acquired Land.

9. APPOINTMENT OF RATES, TAXES AND OUTGOINGS

9.1 All rates, taxes and charges, and outgoings with respect to the Acquired Land up to the date of Completion shall be paid and discharged by the Seller.

9.2 The Purchaser shall pay for all stamp duties normally payable to Solomon Islands Government for the transfer of the Perpetual Estate and the subdivided Lot unless exempt from stamp duty.

10. TIME OF ESSENCE

10.1 Except as otherwise provided herein, time shall be deemed to be of the essence of this Contract.

11. DEFAULT BY PARTIES

11.1 If the Seller fails to comply with Clause 5.1 or any of the terms of this Contract, then in addition to any other rights which may be conferred upon it at law or in equity, the Purchaser may:



- (a) Affirm this Contract and sue the Seller for damages for breach of contract; or
 - (b) Affirm this Contract and sue the Seller for specific performance and damages in addition to or in lieu thereof; or
 - (c) Terminate this Contract and
 - (i) Sue the Seller for damages for breach of contract; and
 - (ii) Seek relief for the transfer of the Acquired Land
- 11.2 If the Purchaser fails to comply with any of the terms of this Contract, then in addition to any other rights which may be conferred upon it at law or in equity, the Seller may:
- (a) Affirm this Contract and sue the Purchaser for damages for breach of contract or
 - (b) Affirm this Contract and sue the Purchaser for specific performance and damages in addition to or in lieu thereof.

12. COSTS

- 12.1 The parties agree that all costs, fee, and incidentals to the preparation, subdivision, execution, completion and all transactions contemplated by this Contract shall be borne by the Purchaser.

13. NOTICES

- 13.1 All notices and other communications required by this Contract to be in writing shall be sent to the recipient by hand or by mail.
- 13.2 Without limiting any other means by which a Party may be able to prove that a notice or other communication has been received by other Party, a notice or other communication shall be deemed to be duly received:
- (a) If sent by hand, when left at the office of the recipient; or
 - (b) If sent by email upon confirmation of receipt by the recipient.

PROVIDED THAT if a notice or other communication is served by hand or by telegram, or is received by facsimile on a day which is not a Business Day, or after 4.30 pm on any Business Day, such notice or communication shall be deemed to be duly received by the receipt at 8:00 am on the First Business Day thereafter.

- 13.3 All notices and other communications shall be sent to the recipient at the address or facsimile number set out below or to such other address or facsimile number as a Party may from time to time notify to the other in writing:

(a) **To the Seller**

STWA (Solomon Water), P O Box 1407, Honiara

(b) **To the Purchaser**

Address:

John Tupe, c/- Rano & Company, Honiara, Solomon Islands

14. LEGAL COST

- 14.1 Subject to any express provision in this agreement to the contrary, the parties will be responsible for their own legal and other costs and expenses relating directly or indirectly to the preparation of and performance of its obligations under this agreement.
- 14.2 In the event of any litigation between the parties hereto in regard to any claim of breach of this agreement the prevailing party shall be entitled to reasonable legal fees and costs incurred.

15. AMENDMENT

- 15.1 This Contract shall be amended only by an instrument in writing signed by the Parties

16. FURTHER ASSURANCES

- 16.1 The parties shall promptly do, execute and deliver or procure to be done executed and delivered all such other and further acts, assurances, deeds, documents, instruments and things as may be necessary or desirable to give full effect to the provisions of this Contract.

17. ACKNOWLEDGEMENT

- 17.1 Each Party hereby acknowledges that it has been given the opportunity to obtain independent legal advice in relation to the provisions and effect of this Contract prior to its execution hereof.

18. ENTIRE CONTRACT

- 18.1 This Contract comprises the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings, agreements, representations and correspondences with respect to the same.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This Contract shall be governed by and construed in accordance with the laws of Solomon Islands and the Parties hereby submit to the exclusive jurisdiction of the Courts of Solomon Islands.

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THE COMMON SEAL OF SOLOMON ISLANDS WATER AUTHORITY was affixed hereto in the presence of:

Chairman:



General Manager:

[Signature]

SIGNED by JOHN TUPE

In the presence of:

[Signature]



Commissioner for Oaths

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John Tupe
C/- P. O. Box 1047
Honiara

Date: 30th July 2020

Secretary
Guadalcanal Development and Planning Board
P. O. Box GC7
Honiara

Re: consent request to subdivide parcel 191-079-14

I am submitting this letter requesting your Boards consent to subdivide my Perpetual Estate Title over parcel number 191-079-14 into three (3) Lots as per subdivision map attached.

Back ground reason

Solomon Water under the "Urban Water Supply and Sanitation Sector Project" (UWSSSP) have identified the portion B and C of my land for a new additional RESERVOIR to the current Solomon Water existing Reservoirs in and around Honiara.

It is a donor funded project and already Solomon Water and i have made an agreement (Sale) to transfer portion B and C of the land to Solomon Islands Water Authority (SIWA)

The project will kick start once land formalities --registration is done.

With the given reasons your prompt approval would be very much appreciated.

By Copy of this letter Commissioner of Lands is also hereby copied for approval as well.

Thank you.

Yours faithfully,



John Tupe

Cc: Commissioner of Lands
P. Box G38, Honiara

Cc: Provincial Secretary-Guadalcanal Province
P. O. Box GC7, Honiara

PROOF OF PAYMENT FOR LAND TO LANDOWNER



Solomon Islands Water Authority

Mailing Address: PO Box 1407
Honiara
Solomon Islands
Telephone: 23985
Email: service@solomon.com.sb

JOHN TUPE
Honiara
Solomon Islands

REMITTANCE ADVICE

Supplier Account: 2199
Date: 4/08/20

Date	Type	Reference	Debit	Credit
30/07/20	INV	61927-Land Payment	600,000.00	

BSP
HONIARA CENTRAL Bank of South Pacific Limited

Pay. John Tupe 4 / 08 / 2020
or bearer

the sum of Six Hundred Thousand \$
Dollars only. 600,000-00

SIWA
Payable in the
Solomon Islands only.

2114671039030 9087390501

Handwritten signature and stamp: "NOT NEGOTIABLE PAYEE ONLY"

Handwritten note: "Collected 7/08/20"

TOTAL: \$600,000.00

Account Enquiries: Ph 23985 or Email: accounts@solomonwater.com.sb

APPENDIX 2: DEED OF SETTLEMENT BETWEEN SW AND TRIBAL CLAIMANTS AND PROOF OF PAYMENT


DEED OF SETTLEMENT

BETWEEN

SOLOMON ISLANDS WATER AUTHORITY (Trading as Solomon Water)

AND

FRANCIS PEROGOLO, HILDA KII, MICHAEL BEN WALAHOULA AND ROMOLOUS NONI (representing the Kakau Valimauvo subtribe)

 [DATED: ^{13th}~~14th~~ JULY 2020]







DEED OF SETTLEMENT

THIS AGREEMENT is made this ^{13th}~~14th~~ day of July 2020

Between: SOLOMON ISLANDS WATER AUTHORITY trading as Solomon Water of PO Box 1407, Honiara,
(Hereinafter referred to as the "SW") of the one part,

And: FRANCIS PEROGOLO, HILDA KII, MICHAEL BEN WALAHOULA AND ROMOLOUS NONI (representing the Kakau Valimauvo subtribe) of Kakabona, West Guadalcanal, Guadalcanal Province (hereinafter referred to as the "Tribe")

WHEREAS:

- A. The SIWA is interested in acquiring by subdivision 50x50 meters (2,500 sqm) of land within Perpetual Estate in Parcel Number 191-079-14 registered in the name of John Tupe for its development requirements.
- B. The Tribe claims to have an interest in the said Perpetual Estate in Parcel Number 191-079-14 which is the subject of High Court Civil Case 439 of 2019.
- C. The tribe has registered a caveat over the said Parcel Number 191-079-14;
- D. The SW desires to enter into this agreement with the tribe to secure the release of the caveat under the terms and conditions in this agreement.

NOW THEREFORE IT IS AGREED as follows:-

1. Operative Provision:

In consideration of the mutual promises contained in this Deed, the Parties agree as follows:

2. Guidance on the construction of the Deed.

- (a) This Deed records the entire agreement between the parties in this agreement.
- (b) As far as possible all provisions of this deed will be construed so as not to be void or otherwise unenforceable.
- (c) If anything in this Deed will including any provision or part of a provision of this Deed, is void or otherwise unenforceable then, to

the maximum extent possible, it will be severed and the rest of the deed remains in force.

3. Commencement

This Deed will commence on the date this Deed is executed by the Parties.

4. Settlement

In consideration of the parties performing or carrying out its obligations under this agreement, the parties agree as follows:-

- [a] SIWA shall pay the tribe the sum of One Hundred and Thirty Thousand (\$130,000.00) as a one off payment within 14 days in through the Solicitor's a/c Bethel International Consultancy Law Firm No 5282820 at ANZ Bank;
- [b] The tribe in writing shall remove the caveat to allow the registration of the subdivided new parcel in the name of SW
- [c] The tribe agrees to register a new caveat over the new reminder of the Perpetual Estate until further order of the court.
- [d] The Tribe agrees to discontinue High Court Civil Case No. 439 of 2019 against all the Defendants in the proceeding upon receive the payment SBD \$130,000.00 from the SW. The Solicitor will file the Notice of Discontinuance forthwith

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5. Indemnity.

- 5.1 The SW and the Tribe hereby indemnifies one another against all claims, suits, actions and proceedings relating to ownership of the new parcel, interests in, and all similar claims, suits, actions and proceedings of whatever nature brought or to be brought against each other in connection with the performance and exercise of its rights and obligations under this agreement.

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6. Assignment of the rights, benefits and obligations.

Neither party to this agreement shall assign any rights, benefits or obligations under this agreement to any person or body without the prior written permission of the other party.

7. Notice.


A notice to be given to by a party under this agreement shall be sufficiently given if addressed to the last known address of the party to whom the notice is being sent.

In Witness whereof the parties have hereunto fixed their hands and common seal the day and year hereinbefore mentioned.

Signed by **FRANCIS PEROGOLO**

) 

HILDA KII

) 

MICHAEL BEN WALAHOULA

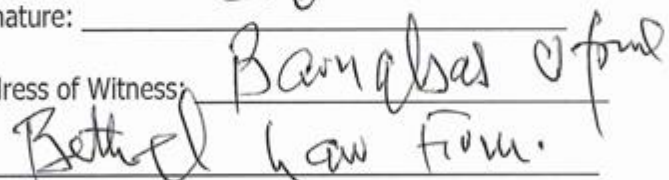
) 

ROMOLOUS NONI

) 

Witness Signature: 

Name & Address of Witness:



Signed on behalf of
Solomon Islands Water Authority)


IAN GOODEN
General Manager

PROOF OF PAYMENT TO SUB-TRIBE CLAIMANT



Solomon Islands Water Authority

Mailing Address: PO Box 1407
Honiara
Solomon Islands
23985
Telephone: service@solomon.com.sb
Email: service@solomon.com.sb

Bethel International Consultancy
P O Box 2401
Honiara, Solomon Islands

REMITTANCE ADVICE

Supplier Account: 2152
Date: 23/07/20

Date	Type	Reference	Debit	Credit
15/07/20	INV	61924-P/N.191-079-14	130,000.00	
15/07/20	INV	61925-Compensation	375,000.00	
17/07/20	CHQ	211368		375,000.00

BSP
HONIARA CENTRAL Bank of South Pacific Limited

**NOT NEGOTIABLE
PAYEE ONLY**

Pay Bethel International Consultancy 21/07/2020
or bearer

the sum of One Hundred and Thirty Thousand \$ 130,000-00
Dollars only.

\$ I W A
Payable in the
Solomon Islands only.

#*211396#03900301 9087390501

TOTAL: \$130,000.00

Account Enquiries: Ph 23985 or Email: accounts@solomonwater.com.sb

In the High Court of Solomon Islands

Civil Case No. 439 of 2019

Date of filing in the registry:

30-6-2020
Pr. 30/2019
PR

CONSENT ORDERS

Address for Service of the person filing this document:

Bethel International Consultancy Law Firm, Unit 150, Sol-Plaza Town Grown, P.O.Box 2401, Honiara, Telephone 7496758, Email: bethelconsultancy88@gmail.com

Between: FRANCIS PEROGOLO, MICHAEL LILIAU,
MICHAEL BEN, HILDA KII, PAULA
ARUHURI AND ROMOLOUS NONI
(Representing the Kakau Valimauvo
subtribe) Claimants

And JOHN TUPE 1st Defendant

And SOLOMON ISLANDS BROADCASTING
CORPORATION (SIBC) 2nd Defendant

And ATTORNEY GENERAL (Representing the
Commissioner of Lands) 3rd Defendant

And: ATTORNEY GENERAL (Representing the
Registrar of Titles) 4th Defendant

Notice: *insert any notices required in relation to the type of document*


BY CONSENT OF THE PARTIES, IT IS HEREBY AGREED AS FOLLOWS:


1. That the Claimants hereby discontinue these proceedings against all the Defendants.
2. That the Claimants consent to the withdrawal of the caveat they have registered over Perpetual Estate in Parcel Number 191-079-14 forthwith.
3. That the Fourth Defendant shall remove the caveat registered by the Claimants forthwith.
4. That the Claimants will file the Notice of Discontinuance in the High Court once Orders 2, 3, are complied with.

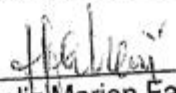
received copy from Chief Francis
today 2-7-20
TK.

5. Parties to meet their own costs

We hereby consent to the above orders:


Barnabas Upwe
Counsel for the Claimants


Wilson Rano
Counsel First Defendant


Freliz Marion Fakari'i
Counsel for the 3rd and 4th Defendants

Signed, sealed, and perfected this 30th day of June 2020

BY THE COURT

Hon. Justice S. Keniapisia, PJ
High Court of the Solomon Islands

For court use only:
Entered on the data base by:

Scanned. 2-7-20

In the **High Court of Solomon Islands**

Civil Case No. 349 of 2019

Date of filing in the registry:

30-6-2020
9:30am
ARJ

Notice of Discontinuance

Address for Service of the person filing this document:

Bethel International Consultancy Law Firm, P.O.Box 2401, Room 150, TOWN
GROUND PLAZA, HONIARA, Mobile 7496758,
Email: bethelconsultancy88@gmail.com

Between:	FRANCIS PEROGOLO, MICHAEL BEN MICHAEL LILIAU, HILDA KI'I AND ROMOLOUS NONI (Representing the Kakau Valimauvo subtribe)	Claimants
And:	JOHN TUPE	1 st Defendant
And:	SOLOMON ISLANDS BROADCASTING CORPORATION (SIBC)	2 nd Defendant
And:	ATTORNEY GENERAL (Representing the Commissioner of Lands)	3 rd Defendant
And:	ATTORNEY GENERAL (Representing the Commissioner of Registrar of Titles)	4 th Defendant

NOTICE OF DISCONTINUANCE

TAKE NOTICE that the Claimants have wholly discontinued this matter against the
2nd Defendant.

Dated this 29th day of June 2020.



Received copy from
Francis today 2-7-20
to

Barnabas Upwe
Solicitor for the Claimants.

NB: received copy from Francis today 9-7-20
to

20-6-2020
P. Zeina

In the High Court of Solomon Islands

Civil Case No. 349 of 2019

Date of filing in the registry:

Notice of Discontinuance


Address for Service of the person filing this document:
Bethel International Consultancy Law Firm, P.O.Box 2401, Room 150, TOWN
GROUND PLAZA, HONIARA, Mobile 7496758,
Email: bethelconsultancy88@gmail.com

Between:	FRANCIS PEROGOLO, MICHAEL BEN MICHAEL LILIAU, HILDA KI'I AND ROMOLOUS NONI (Representing the Kakau Valimauvo subtribe)	Claimants
And:	JOHN TUPE	1st Defendant
And:	SOLOMON ISLANDS BROADCASTING CORPORATION (SIBC)	2nd Defendant
And:	ATTORNEY GENERAL (Representing the Commissioner of Lands)	3rd Defendant
And:	ATTORNEY GENERAL (Representing the Commissioner of Registrar of Titles)	4th Defendant

NOTICE OF DISCONTINUANCE

TAKE NOTICE that the Claimants have wholly discontinued this matter against the 1st, 3rd and 4th Defendants.

Dated this 29th day of June 2020.



Barnabas Upwe
Solicitor for the Claimant .

APPENDIX 3. PHOTOGRAPHS OF SELECTED LOT WITH 2 HOUSES BY LAND OCCUPIER



APPENDIX 4: MINUTES OF MEETING, DRAFT AGREEMENT BETWEEN SW AND LAND OCCUPIER



MINUTES

Final resettlement discussion with Teddy Douglas Menesa

Attendees: Teddy, Ray and Agnes
 Venue: SW Office Mataniko
 Date: 13-10-20
 Time: 11:50 am - 12:50 pm

The following were discussed:

1. SW discuss with Teddy regarding the Inventory of loss and resettlement estimates options and calculations
2. SW discuss with Teddy fair and reasonable resettlement options :-
 - a) Cash compensation to value of buildings in which SW does not favour the option because of issue around vacating the site within the required time
 - b) The rebuilding or replacement of current houses to a new site in which SW does not prefer as well because of timing and cost
 - c) Buying house and land equivalent or more to current existing cost of house and land
 - d) Foregone other Titinge applicable Inventory of Loss (IOL) compensations for SW to buy of property at Mbaranaba

Further Discussion and outcome

SW and Teddy have further discussed options c and d.
 Following the many times both parties looking, searching and doing consultations with various Real Estate companies and further following Teddy identifying a land with 2 buildings at Baranaba, parcel number is 191-043-33, Teddy requests SW to resettle him to this parcel of land.
 The land was put on public notice for sale through tender and Teddy submit a bid for the parcel of Land
 Discussion was made around the costing and both parties agreed for **resettlement option d**
Both parties then agree that SW will pay the property once Teddy's bid is successful and that Teddy will forgone other compensation entitlements
 SW will prepare a Resettlement Agreement based on both parties discussion Agreed outcome.

Meeting ends 12.45 pm

Teddy Menesa: 
 Agnes Atkin: 
 Ray Andresen: 

RESETTLEMENT AGREEMENT

This **Agreement** is made the day of..... 2021

A. PARTIES TO THE AGREEMENT

Solomon Islands Water Authority (SIWA) trading as Solomon Water (SOLOMON WATER), of P. O. Box 1407, Honiara, represented by the **Chief Executive Officer (CEO)** of the one part

AND

Douglas Teddy, of P. O. Box 5 currently settled in the Proposed Titingge Reservoir Vicinity, Titingge, of the other part

B. WHEREAS:

1. Douglas Teddy and family are the settlers on the Proposed New Reservoir vicinity covered portion of Perpetual Estate Title in Parcel Number 191-079-14 (hereinafter referred to as “the Settlement Land”) Plot B situated at Titingge, West Guadalcanal
2. Douglas Teddy and family will be resettled and the Land intended to resettle to is an FTE in respect of parcel number 191-029-213 located at West Kola ridge
3. Solomon Water has agreed to resettle **Douglas Teddy** and **Douglas Teddy** has agreed to be resettled subject to the terms and conditions hereinafter set out

C. PURPOSE

4. The purpose of this AGREEMENT is to establish the terms and conditions governing the resettlement of the affected family currently living within the proposed New Reservoir portion of the registered perpetual estate in parcel number 191-079-14 Known as PLOT B and PLOT C on the Plan Attached

5. In particular this AGREEMENT is intended to:

- i. Allow the subject site (Plot B and PLOT C) vacated by the time required by Solomon Water to proceed with the New Reservoir works
- ii. Both parties to acknowledge title transfer transactions and resettlement compensation cost responsibilities.

6. West Kola ridge Relocation Property

- i. Solomon Water together with Teddy has identified a parcel of Land at West Kola ridge, parcel number 191-029-213, a Fixed Term Estate registered Owned by EBA Limited as the relocation property that Teddy and family would move to.

7. Cost of the Property

- i. The property is valued at SBD \$4.6 million dollars and finally offered to Teddy for SBD \$3.8 million dollars

8. Stamp Duty Cost

- i. The stamp duty fee of the Offered Property (191-029-213) is SBD\$152,000.00

9. Transportation Cost

- i. The estimated truck hiring cost to move belongings (properties) from Titingge to identified relocation site is estimated at SBD\$9,000.00 based on 15 loads multiply by SBD\$600.00 per load

10. Agreed resettlement agreement

- i. Teddy Douglas Menesa and Solomon Water agreed the followings that:-
- a) Teddy Douglas Menesa will forgone other loss of income entitlements for the relocation identified FTE property at West Kolaridge-191-029-213
 - b) Solomon Water will responsible to pay part of the offered purchase price of only SBD One Million, two hundred thousand dollars (\$1,200,000.00)
 - c) Teddy Douglas Menesa will responsible to top up the other balance purchase offered price of SBD\$2,600,000.00 and then pay in full EBA Limited the purchase offered agreed price according to Teddy Douglas Menesa and EBA Limited sale agreement
 - d) Solomon Water will responsible to pay part of the stamp duty, SBD Forty Eight thousand dollars (\$48,000.00) and Teddy will pay the balance Stamp duty of \$104,000.00
- e) Teddy Douglas Menesa will within 14 days from the date Teddy Douglas Menesa in receipt from Solomon Water the Bank Check payment of both the part purchase price and part stamp duty amount, in total of SBD one million two hundred and forty eight hundred thousand dollars (\$1,248,000.00) in respect of the purchased resettlement property-FTE 191-029-213 will fully vacate Solomon Water Titingge new Tank area
- f) Teddy Douglas Menesa will initially be responsible for truck hiring to move belongings from Titingge new Tank site to relocation identified site
- g) Solomon Water will pay Teddy Douglas Menesa the estimated truck hiring cost of only SBD\$9,000.00.the truck hiring cost will pay to Teddy upon Solomon Water satisfied that the new tank site is fully cleared
- h) Solomon Water will assist Teddy Douglas Menesa with transfer of title Formalities.

IN WITNESS WHEREOF the Parties have executed this Contract on the day and year first hereinbefore written.

**SIGNED ON BEHALF OF
SOLOMON ISLANDS WATER AUTHORITY).**

.....
IAN GOODEN
General Manager

SIGNED BY: TEDDY DOUGLAS)
In the presence of:

Signature of Witness)

(Name of Witness)

APPENDIX 5. INVENTORY OF LOSSES (LAND OCCUPIER)

ITEM	DESCRIPTION	Calculation	Unit Cost	Sub-Total	Total
1	Building compensation estimates				
1.1	Four Bedroom Building	92 sqm x 1,500 /sqm	1,500.00	138,000.00	
1.2	Two Bedroom Building	24 sqm x 1,500 /sqm	1,500.00	36,000.00	
1.3	One Bedroom Building	29 sqm x 500 /sqm	500.00	14,500.00	
1.4	Kitchen Building	6 sqm x 500 /sqm	500.00	3,000.00	
1.5	Chicken House	8.29 sqm x 200 /sqm	200.00	1,700.00	
1.6	Storage Shed	12 sqm x 200 /sqm	200.00	2,400.00	
1.7	Piggery House	6 sqm x 200 /sqm	200.00	1,200.00	
1.8	Total of Building Materials Estimate	total 177.9 sqm		196,800.00	
1.9	Additional costings if buildings replaced				
1.10	Labour (65 % of Total cost of Building Materials)			127,920.00	
1.11	Transport (20% of Total cost of Building Materials)			39,360.00	
1.12	Total Structures Cost (replacement)			364,080.00	364,080.00
1.13	Transportation Assistance (relocation)				
1.14	Moving of building materials and belongings to new site	600 per load x 15		9,000.00	9,000.00
1.15	Land Compensation				
1.16	AP bought prior to moving in area in 2012 did paid the land (a PE titled land belonging to John Tupe) an upfront deposit of \$50,000 for 2860.5 sqm land.				150,000.00
1.17	Crops and Trees compensation				
1.18	Perennial Crops only	refer Inventory		8,597.00	
1.19	Commercial trees	refer Inventory		5,875.00	
1.20	Total loss of crops and trees				14,472.00
1.21	LOSS OF Business income compensation				
1.22	Canteen Shop: information received from AP is that their daily intake is \$5,000.00. recover Loss of Income from Canteen(impacts);5,000 per day x 90 days	\$2000 per day x90 days		180,000.00	
1.23	recover Loss of Income from Bettlenut & Cake(impacts);300 per day x 90 days	\$300 per day x 90 days		27,000.00	
1.24	loss of Pig income (8 pigs) rotation of a weekly sale of one pig @ 2,000	1 pig per week @ \$2,000 x 12 weeks (3 months)		24,000.00	
1.25	Total business income loss compensation				231,000.00
1.26	TOTAL IOL Compensation				768,552.00

NOTE: The above inventory of losses was agreed between SW and the Land Occupier on 3 May 2020.

APPENDIX 6. MINUTES/DOCUMENTATION OF MEETINGS (DETAILED DESIGN)

1. Minutes for PER Hearing and Public Disclosure at Titingge at 2:00pm 25th February 2021

Welcome : Hilda welcomed all the participants from the community who came to listen to the meeting.

Opening Prayer: Community Representative : Pastor from SSEC Church Selwyn

Introduction of Team members: Edward introduced the program this afternoon and allowed the team to introduce themselves so that the Public are introduced to those present.

Edward Danitofea MECDM

Hatlee MECDM

Joshua Kera SW Environment officer

Kenneth Bulehite: Deputy Team Leader SUEZ

Agnes Atkin : SW Lands Officer

Relinta Manaka SW

Hilda Rade SUEZ

Opening Presentation: Edward Danitofea – WHY PUBLIC HEARING?

Edward presented and explained to the public the reason for the public hearing. This is a requirement under the Environment Act that this is done before a Development Consent is given to the Developer or Solomon Water in this project.

The project is about upgrades to current existing pipelines as well as replacement of old storage tanks and some new pipelines towards the east of Honiara City



PROJECT PRESENTATION: KENNETH BULEHITE

Kenneth outlined the components of the project: There will be work on the main trunk (replacement of old)as well as construction of new storage water tanks . This scope of works will improve the quality and quantity of water supplied to the Honiara City.

Edward –clarified that questions should be asked based on the Environment report which Kenneth presented

Question and Answers:

Peter Tero- teacher of Titingge Primary School: How sure are you that the tank will not compromise the safety of the children (200) attending the school?

Kenneth: Kenneth responded and said that his team drilled (twice) 10 metres down and they found that the ground is strong and its safe for the construction of the storage water tank at the identified site. I also did the current tank for JICA in 2008 so safety is not an issue, it is safe

Heinz Koga: resident of Titingge:

Quality and Quantity:Almost every house in Titingge we find it hard. I think that the quantity of water at the storage tank would be enough to also serve us. As a resident we are asking the question , what is the use of having a big storage tank here at Titingge when we the residents of Titingge are not benefiting from access to it. Now that quantity is not going to be an issue, how will we benefit?

Kenneth: that is the whole idea of the water tank that it should be able to service the community so SW will have to decide if it is going to do this. The design of the tank is projected on population up to 2047. It is SW decision.

Peter Tero

Kenneth I hear you say that in the project if it needs to divert the design due to structures etc it can do that. What if the project can consult with LO to divert the pipes from kogulae up over the hills to reach us here at Titingge because since the existing water has been installed we have not benefitted from any access to water?

It's up to SW but there are issues that needs to be cleared, even know access through land is an issue too on the existing infrastructure.

Edward: if the pipes are going to be diverted from the hills then its going to be another project issue and it will need an EIS because lots of earthworks etc will need to be carried out to cater for this. It is good for SW to take note so that it will address the issue of us residents and if this can be factored into any new project. SW is a government SOE so .

Heinz koga- we the residents don't see the value of the project because we have not benefitted from the water project. We have nothing much to say, one or two people are affected and I do hope the SW has discussed with them already. The story of the water tank is not news to us , its an old story. Our worry is that this tank gives us hope that we will have access to water so I hope this can be considered .

Kenneth: the idea is that SW to increase connections and access to water.

Heinz Koga: people know that water is not free today. People want water to be piped to their houses, currently we all queue to access water at the 2 stand pipe even up into the night because the 2 standpipes cannot serve all of us here at Titingge . The issue of water is close to our heart.

Edward, so you are saying is there any consideration to increase the number of standpipes for the community.

Agnes Atkin: we will take note of this and bring it up to our other officers responsible so we are unable to give you an answer right now at this point in time. I agree that this is the first time we have a general consultation with the wider community of Titingge. We only consulted and dealt directly with the 2 affected persons in Titingge. SW then simplified the 30 year strategic plan which is broken down into 5 year plans.

Under this project there are a lot of policies that SW has to comply with under this project. No work or construction will start unless agreements are signed and are in place. I just wanted to explain what stage of the project is at present.

Kenneth:

The project document says additional expansion of services to reach 40 , 000 people to be connected, the question is where? For Honiara the plan is to increase water so that more people can have access to water. The expansion plan is there but the quantity is the challenge.

Hilda asked questions on behalf of the women who is shy to ask the question;

We know that Titingge is in the site where WW2 is fought , how sure are you that there will be no explosions if work is done here?

Kenneth: we initially thought that Honiara is free of bombs but since the recent discovery of live ammunitions at the ITA area in Honiara , it is now a requirement that any project must have scanning or UXO survey. Peoples mentality has switched back that any place or work must be scanned.

Heinz Koga: A lot of thoughts running through out heads with the question ,of what is the use of the water tank if it will not benefit us? Whats the use of the tank if we are not going to drink out of it. I watch our women and children having to travel some distance to go and find water every day to their homes and families and it is heart breaking.

Kenneth: there will be water, SW have to decide on this issue. If water is here I am sure – increase more connections for business.

Henry Koga: Its funny the tank is going to be here , is it just for us to look longingly at the tank and wish we have access to clean water?

Agnes: we will take this back to our responsible staff.



SOCIAL SAFEGUARDS PRESENTATION: HILDA, SUEZ

Hilda thanked previous presenters and everyone for questions and then proceeded into doing the safeguards presentation. Consultations will still continue with the community. SW will establish a committee in every community where construction work is going to happen. This is to save people to travel long distances and waste a lot of time.

Question and Answers

Caroline Belande, Head Teacher: I am concerned about the school, already we have a tank that supply water to the school, we fear that during construction our tank water supply might be cut off and thus affect us- students. The tank is important to us students and teachers. What will you do for the school to address this during construction How is this managed?

Kenneth: Maybe it will be relocated, I don't think they will remove the whole tank. We identified this during the survey we noted the pipes. Pipe is not hard to shift around. Don't worry too much since the project is will take this into consideration and will include this issue for contractor to take note of.

Allan Malasa: I am concerned about noise pollution and air(cement mixing and dust from road) pollution ? Any management plans to contain this?

Kenneth: We will expect noise during construction. School only goes on for half a day. This can be minimised however we have to inform contractor to take note. I believe dust from the road could be an issue, however there are management plans are in place to manage such situation, eg using concrete mixers etc etc or using tanker trucks to ensure no dust on the road. This will be included in the tender consideration.

Edward: contractor to have a management plan and this is mentioned. The contractor should have their own management plan and I will put this as a recommendation.

Joshua SW: I understand Public hearing is a requirement for Development consent. A requirement to be included is an environment and social viable plan. This plans will be used to manage the concerns or issues raised. SW will also do monitoring during construction phase to ensure effective management.

This project will have a community advisory committee which is voluntary and this team will assist also with monitoring in the community. This committee will be established once contractor is identified and its only functional for that period of time.

Heinz Koga:What time will construction start?

Kenneth: It will be probably the last quarter of 2021.

Caroline(teacher): since the big tank will be installed here, if anyone on the other ridge wants water connection , this means that they will have to dig through the school area. Who will be responsible for the damage to the school area?

Kenneth: It is cheaper to avoid areas where infrastructures have already been built. Most piping as much as possible in the project we follow the road where existing pipeline or where there are not structures.

Peter: I understand ground will be dug out from the tank site. How about if the project can help the community through giving the ground back to the school to be used as fill for the land at the school where future infrastructure can be built?

Edward: If it's a government project this is possible but due to the World Bank and Donor guidelines it will be a lot of issues involved eg, will run offs affect people living below, what are the mitigations etc etc . They will require plan to ensure that these considerations must be undertaken. Its not in the footprint of the project because here at Titingge- its only the site where the tank will be built. Technically, it will be another process.

Joshua, thanked the community participants and mentioned that there will be other consultations happening in the community. There were no other questions. Edward on behalf his Ministry thanked all for attending the Public Hearing and reminded that this is an important national project so the Ministry will continue to monitor the project during its implementation .If you are not satisfied today please come to the national auditorium tomorrow.

Peter/Teacher: thanked the team on behalf of the community for the Public Hearing .

Closing prayer: Pastor Selwyn SSEC Church



Summary/Final Remarks : Edward Danitofea

Closing Prayer: Community Representative

2. Meeting with Land Owner, Mr. John Tupe, by SW (July 6 2019)



Attendees: Mr. John Tupe, landowner, Solomon Water Representatives-R. Ray Andresen, Ms. Agnes Atkins SW and Project DD Consultants

Note: The record of meetings with Mr. John Tupe is reflected in an MOU attached in Appendix

3. Meeting with Land Occupier, Mr. Teddy Menesa, by SW



MINUTES

Final resettlement discussion with Teddy Douglas Menesa

Attendees: Teddy, Ray and Agnes
Venue: SW Office Mataniko
Date: 13-10-20
Time: 11:50 am - 12:50 pm

The following were discussed:

1. SW discuss with Teddy regarding the Inventory of loss and resettlement estimates options and calculations
2. SW discuss with Teddy fair and reasonable resettlement options :-
 - a) Cash compensation to value of buildings in which SW does not favour the option because of issue around vacating the site within the required time
 - b) The rebuilding or replacement of current houses to a new site in which SW does not prefer as well because of timing and cost
 - c) Buying house and land equivalent or more to current existing cost of house and land
 - d) Foregone other Titinge applicable Inventory of Loss (IOL) compensations for SW to buy of property at Mbaranaba

Further Discussion and outcome

SW and Teddy have further discussed options c and d. Following the many times both parties looking, searching and doing consultations with various Real Estate companies and further following Teddy identifying a land with 2 buildings at Baranaba, parcel number is 191-043-33, Teddy requests SW to resettle him to this parcel of land. The land was put on public notice for sale through tender and Teddy submit a bid for the parcel of Land. Discussion was made around the costing and both parties agreed for **resettlement option d**. **Both parties then agree that SW will pay the property once Teddy's bid is successful and that Teddy will forgone other compensation entitlements**. SW will prepare a Resettlement Agreement based on both parties discussion Agreed outcome.

Meeting ends 12.45 pm

Teddy Menesa: 

Agnes Atkin: 

Ray Andresen: 

APPENDIX 7: SOLOMON WATER GRIEVANCE REDRESS LOG INFORMATION FORM



Solomon Water Grievance Redress Mechanism

1 PURPOSE

This Grievance Redress Mechanism (GRM) is designed to deal with grievances from the general public in relation to Solomon Water managed projects at all stages of the project cycle.

The mechanism allows for affected parties to make known grievances as they arise and aims to provide a predictable, transparent, and credible process to all parties, resulting in outcomes that are seen as fair, effective, and lasting.

2 PROCESS

The Solomon Water GRM is a three stage process during any stage of which the grievance may be considered, by both parties, to have been resolved and closed off.

Stage 1

Any grievance should first be made known to Solomon Water Project Manager (PM) in charge of the project being implemented. This may initially be verbally however a monitoring form must be prepared and signed off by the party raising the grievance – support to filling in the form can be provided by Solomon Water to the aggrieved party.

On receipt of the Grievance Monitoring form the PM will hold a meeting with the aggrieved party in an attempt to resolve the grievance within 5 working days of the grievance being raised. Following the discussion the grievance may either be resolved or need to be escalated to Stage 2.

A Stage 1 Grievance Outcome form should be prepared by the PM confirming either:

The grievance has been resolved and the means of resolution

The grievance has not been resolved; and outlining Solomon Water Projects Team position on the grievance.

The Stage 1 Grievance Outcome form should be signed by both parties and a copy provided to the party raising the grievance. This form should include next steps in the process if they consider the issue not to be resolved.

Stage 2

If the grievance is not resolved under Stage 1, the grievance should then be referred to the General Manager of Solomon Water.

The General Manager will be provided with the Stage 1 Grievance Outcome form and a meeting arranged with the aggrieved party within 10 working days of issue of the form to discuss and try to resolve the grievance.

Based on the discussion the General Manager will issue a Stage 2 Grievance Outcome form confirming either:

The grievance has been resolved and the means of resolution;

The grievance has not been resolved; and outlining Solomon Water General Manager position on the grievance.

The Stage 2 Grievance Outcome form should be signed by both parties and a copy provided to the party raising the grievance. This should include next steps in the process if the issue has not been resolved.



Solomon Water Grievance Redress Mechanism

Stage 3

If the grievance is not resolved under Stage 2 the grievance should then be referred to a three-member Grievance Tribunal comprised of¹:

- A member of the Board of SW;
- The PS (or designate) of the MMERE;
- Independent member selected by GM SW and Board Chairman.

All prior Grievance Outcome reports will be made available to the Tribunal; A meeting with the aggrieved party shall be held within 10 working days of issue of the Stage 2 Grievance Outcome Form.

Within 5 working days of the Tribunal meeting a formal response will be issued to the aggrieved party outlining the Tribunal's decision on the grievance raised.

The Tribunal's decision will be final.

MISCELLANEOUS

Whenever a grievance is resolved to the satisfaction of both parties, at whichever Stage this is achieved a written record of the agreement must be made and signed by both parties.

At all stages of the process the aggrieved party has the right to be represented by a third party at their own cost.

The GRM nor its final decision does not affect the legal rights of the individual;

Solomon Water are responsible to maintain an accurate register of grievances and the manner in which they are dealt with;

Solomon Water Projects Team must hold a grievance review meeting at least once every 6 months to report on all grievances received and in process.

A Grievance Log must be maintained by the Solomon Water Projects Team and an annual report provided to the GM of Solomon Water – this should identify grievances raised (month and to date), grievances resolved (month and to date) and balance of grievances outstanding with specific actions pending. Key information to be included in the grievance log are indicated in Annex 1 below.

¹ The composition of the Grievance Tribunal must ensure appropriate gender balance

**Complainant Information (Person Reporting)**

- ### Complaint Details

- Name of the person who received the complaint:

Position:

Name of the receiving office:

Date: _____

- #### 18. Actions taken by the Receiving Office

Stage 1 Action taken; SW Responsible person; Outcome

Stage 2 Action taken; SW Responsible person; Outcome

Stage 3 Action taken; Tribunal Members; Outcome

- ## 19. Summary of Final Resolution