



URBAN WATER SUPPLY & SANITATION SECTOR

PROJECT Project Readiness Finance

RESETTLEMENT PLAN

Noro Water Supply Subproject



CONSULTING



SAFEGE SAS - SIÈGE SOCIAL
Parc de l'Ile - 15/27 rue du Port
92022 NANTERRE CEDEX
www.safeg.com



Draft Land Acquisition and Resettlement Plan

Project Number: 0212019
September 2024

Solomon Islands: Noro Water Supply Upgrade Subproject

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

Document Quality Check IMP411

Project number: **19 IAS 002**

Project name: URBAN WATER SUPPLY & SANITATION SECTOR PROJECT

Project Readiness Finance Core Sub Projects Detailed Engineering Design

Document Name: LARP Noro Water Supply Upgrade

Version	Writer SURNAME / Name	Checked by SURNAME / Name	Approved by SURNAME / Name	Sending Date dd/mm/yy	COMMENTS
1.0	Lulu Zuniga-Carmine	Frederique Faccenda	Frederique Faccenda	25/05/21	Draft for comment to SW and development partners
2.0	Lulu Zuniga-Carmine	Frederique Faccenda	Frederique Faccenda	10/15/21	Revised document incorporating SW comments
3.0	Lulu Zuniga-Carmine	Frederique Faccenda	Frederique Faccenda	01/02/22	DDR converted into LARP in response to the development partners' comments
4.0	Lulu Zuniga-Carmine	Frederique Faccenda	Frederique Faccenda	19/04/22	Updated LARP incorporating SW comments
5.0	Marista Kapini	Wendy Lee	John Hughes	25/09/23	Update LARP incorporating MOU
6.0	Wendy Lee	Josh Kera	John Hughes	27/09/24	Revised incorporating comments

TABLE OF CONTENTS

EXECUTIVE SUMMARY	10
1.....INTRODUCTION.....	16
1.1 Overview	16
1.2 Existing Situation.....	18
1.2.1 Intake.....	19
1.2.2 Water Treatment Plant.....	19
1.2.3 Reservoir.....	20
1.2.4 Reticulation System.....	20
2.....SCOPE OF LAND ACQUISITION AND RESETTLEMENT	21
2.1 Scope of Works	21
2.2 Land Requirement for the Project	32
2.3 Legacy Issue	33
2.4 Impacts on People, Land and Structures	40
2.5 Measures Undertaken to Avoid and Minimize Involuntary Resettlement	43
2.6 Cut-off Date	43
2.7 Impact on Vulnerable Groups.....	43
2.8 Potential Social Benefits.....	44
3.....COMMUNITY SOCIO -ECONOMIC INFORMATION	44
3.1 Population	44
3.2 Economic Situation	45
3.3 Culture.....	46
3.4 Gender.....	46
3.5 Land-use and Settlement Pattern	47
3.6 Social Services	48
4 INFORMATION DISCLOSURE, CONSULTATION AND PARTICIPATION	49
4.1 Stakeholders.....	49
4.2 Consultations During Detailed Design Stage.....	49
4.3 Public Disclosure	51
5.....GRIEVANCE REDRESS MECHANISM.....	52
5.1 Project Grievance Redress Procedure.....	52
5.2 GRM Process During Construction	54

6	POLICY AND LEGAL FRAMEWORK	57
6.1	Solomon Islands Laws	57
6.2	World Bank Policy	64
6.3	ADB Safeguard Policy Statement (2009)	64
6.4	Comparison of ADB SPS and Solomon Islands Laws	65
7	PROJECT ENTITLEMENTS, ASSISTANCE AND BENEFITS	68
7.1	Assistance for Vulnerable Groups	69
8	IMPLEMENTATION ARRANGEMENTS	70
8.1	Institutional Arrangement	70
8.2	Implementation Steps	72
8.3	Implementation Schedule	72
9	BUDGET AND FINANCIAL PLAN	74
10	MONITORING AND REPORTING	75

List of Tables

Table 2-1: Scope of Works.....	22
Table 2-2 Summary of Site Land Ownership Status.....	33
Table 2-3: Summary of Land Requirements for the Project and Ownership	38
Table 2-6: Socioeconomic Profile of APs (Representatives)	42
Table 3-1: Summary of Demographics (Western Province Population Census).....	45
Table 4-1: Consultation Held During Detailed Design.....	50
Table 5-1. Procedures for Resolving Grievances.....	52
Table 6-1: Comparison of Solomon Islands Law and ADB Policy and Gap - Filling Measures .	65
Table 7-1: Entitlement Matrix.....	69
Table 8-1: Resettlement Implementation - Roles and Responsibilities.....	71
Table 8-2. Implementation Schedule.....	72
Table 9-1: Summary of Compensation Cost.....	74
Table 10-1 Basic Indicators for Monitoring	75

List of Figures

Figure 1--1: Noro Water Supply System	18
Figure 2-1: Overall Site Plan.....	28
Figure 2-2: Proposed WTP Design	29
Figure 2-3: Proposed Reservoir Design.....	30
Figure 2-4: Proposed River Intake	31
Figure 2-5: Kazukuru Left Hand Land (General Project Location).....	38
Figure 4-1 Community and landowners consultation held by SW/Suez on 12 May 2020.....	50

ACRONYMS

ADB	Asian Development Bank
AP	Affected Person/s
CLAC	Customary Land Appeal Court
COL	Commissioner of Lands
DMS	Detailed measurement survey
DP	Displaced Person
EA	Executing Agency
ECD	Environmental Conservation Division
EU	European Union
FTE	Fixed term estate
GRM	Grievance redress mechanism
GGMV	Gumi-Gemu-Miabule-Veo clans
HCC	Honiara City Council
HH	Household
IA	Implementing Agency
IOL	Inventory of Losses
LAO	Land Acquisition Officer
LARP	Land Acquisition and Resettlement Plan
LPCD	Litre per capita per day
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
MOAL	Ministry of Agriculture and Livestock
MOFT	Ministry of Finance and Treasury
MOHMS	Ministry of Health and Medical Services
MLHS	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
RF	Resettlement Framework
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)

SMR	Semi-annual safeguards monitoring report
SPS	Safeguard Policy Statement
SWSO	Solomon Water Safeguards Officer
UWSSSP	Urban Water Supply and Sanitation Sector Program
WB	World Bank
WBSP	World Bank Safeguards Policies
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. It is usually a list of crops, trees, and structures that will be lost during construction

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, by the owner of land of the right to the exclusive possession of their land, and includes the right so granted and the instrument granting it

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

Lessor - the person who has granted a lease of their land, (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 people, (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).

EXECUTIVE SUMMARY

The Solomon Islands Urban Water Supply and Sanitation Sector Project (UWSSP) 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:

- (i) secure and safe urban water supplies
- (ii) effective, efficient and safe urban sanitation services
- (iii) enhanced awareness of hygiene and water issues and sustained improved hygiene behaviour; and,
- (iv) financial and technical sustainability of Solomon Water(SW), the state-owned enterprise responsible for the management and development of urban water resources and sewerage services in the Solomon Islands

The Solomon Islands Government is implementing the UWSSSP with the Ministry of Finance and Treasury (MoFT) as the Executing Agency and Solomon Water (SW) as the Implementing Agency.

This Land Acquisition and Resettlement Plan (LARP) was prepared for the water supply upgrade subproject located in Noro, known as the “tuna capital” of the Solomon Islands in Western Province. The Subproject includes securing a lease of 2,900 m² of the existing infrastructure locations where the upgrading works are proposed, including the Water Treatment Plant (WTP) (1,400 m²), existing reservoir area of 1,100 m² and river intake area of 400 m².

Also, this LARP documents the results of the involuntary resettlement impact assessment carried out by the Project. Moreover, this plan 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 policies, particularly Operational Policy 4.12 on involuntary resettlement, now outlined in the WB Environmental and Social Framework of 2018, ESS5: ‘Land Acquisition, Restrictions on Land Use and Involuntary Resettlement’.

This LARP 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 Solomon Islands government. Solomon Water (SW), in consultation with various government agencies in the Solomon Islands, prepared this LARP. The project approach is to avoid and minimize the land acquisition and resettlement impacts wherever possible.

Land Requirement

Assessment work carried out following the completed detailed engineering design, has determined that the subproject will require leasing of at least 2,900 m² of customary land where the existing WTP, reservoirs and river intake are located. In the past in 2005, the project sites were the subject of a land acquisition initiative of a much larger

area by the government. However, until now, this has not been completed due initially to internal conflict among the three landowning (LO) groups: Zinihite, Talasasa, and Biku but more importantly, the missing key documents from the Ziata file at the MLHS and the fact that the clan's representatives have all died. Therefore, a new land acquisition process was undertaken by Ministry of Lands, Housing, and Survey (MLHS) in July 2023.

The proposed project will lease only these three project sites (for up to 75 years) from customary landowners through SW. SW planned to negotiate a lease agreement with the identified clan groups (customary landowners) determined by the outcome of the current acquisition, which was expected to be consistent with those recognized by the Magistrate Court in 2010. However, the Commissioner of Lands (COL) determination of the rightful LO groups was opposed by some clan subgroups who took an appeal to court. Over the last six months, this led to a further series of meetings between SW, government officials, and the landowning claimants to try to resolve the issues. At a meeting held on 29 August 2024, attended by the Legal Counsel for SW (██████████), the Commissioner of Lands from MLHS (██████████), the Principal Hydrology Officer, from Ministry of Mines, Energy, and Rural Electrification (██████████), and the Deputy Policy Secretary from the Prime Minister's Office (██████████) it was decided that:

- (i) Solomon Islands Government (SIG) would draft a letter to Ziata LOs, informing them that SIG is committed to making payments towards their grievances.
- (ii) The money is to be paid into an escrow account and held there until ownership is fully resolved in the courts (both Magistrate Court and High Court).
- (iii) Money is to be paid from the escrow account to the court-determined LO/s, upon clear resolution of ownership in the courts.
- (iv) A follow-up meeting involving the same parties together with LO representatives, to take place on 4th October, to be organized by SW and details conveyed to them.
- (v) SW's Legal Counsel to draft a Memorandum of Understanding (MOU) for LOs to sign in that meeting, to permit work to go ahead unhindered while the ownership claims are resolved.¹
- (vi) The LOs will be encouraged to organize themselves to create a trust organization, with elected trustees, so that SW's PMO only has to deal with clear representatives of the tribe/clans. A trust account also needs to be created so that monies payable are paid only into that account.

Following this process, a meeting was held on 29th October, where the MoU was signed by all parties (see Appendix 8).

¹ In this meeting, the Special Secretary to the Prime Minister suggested that, in the longer term, the SIWA Act needs to be amended to ensure that the Minister has the power to not only make declarations for catchments, but also that any such declaration should immediately allow the Government, through SW, to demarcate the boundary of interest for the work to be carried out and, once done, for development work to immediately follow. The LOs' claims would then go through the normal acquisition processes and ownership claims resolved in Court. In the meantime, the amended Act should attach punitive measures against any activities that hinder a development.

SW is aware of the complexity of land issues in the Solomon Islands but understands the relevant land laws well and will adequately manage these land arrangements with the legal landowners and other affected parties. While obtaining access to the necessary land has been a protracted process, it should be noted that all three landowning groups strongly support the Noro water subproject going ahead, due to the need for reliable and safe water supplies for their families, the tuna canneries, and the rest of Noro town that is consistently growing.

Affected Persons

Three clans of customary LOs are claiming ownership to the customary lands where the existing project sites (WTP, reservoir and river intake) are located. The landowners are comprised of Talasasa, Zinihite and Biku/Gumi-Gemu-Miabule-Veo (GGMV subclans). This identification is based on the outcome of the 4th land acquisition process, and on the magistrate court judgements in 2010 and 2017, but will be confirmed by the yet-to-be determined results of the on-going appeal case. The earlier process, did not end up with a formal registration of title under the representatives of the clans, due to missing key documents in the Ziata file at MHLS and because of the fact that the clan's representatives had all died, necessitating their replacement.

This was the reason that the COL, decided that a fresh acquisition process must take place saying that the tribe's representatives (trustees) during the last acquisition were all deceased. Secondly, the map that was the subject to the 4th acquisition process was not available to verify if, in fact, the current area of interest by Solomon Water was the same as the one that was subject of the 4th acquisition. The COL, therefore appointed a Land Acquisition Officer (LAO) on 13 July 2023, to handle the process for the 5th acquisition. The acquisition process under the Lands and Title's Act is the legal process used to identify the true LOs and formally register the land to their legal representatives. Because the determination has been appealed, SW has now signed an MOU with all parties, so that work on the project can proceed while the courts finish the process of confirming ownership. Meanwhile monies owed to LOs will be paid into an escrow account.

Based on the stakeholder consultations carried out by SW, and its consultant, Suez, from 2020 to January 2022, and through more recent meetings in 2024, there has been significant progress in the securing a shared understanding between SW and the clan representatives which will allow the water supply improvement plan to move forward with good community support.

Stakeholder Consultations

Site visits, consultations, focus group discussions with men and women groups, meetings with landowners, and the Noro community were held by SW on 12 May 2020 during the feasibility study phase. A socio-economic survey was also conducted in May 2019 and October 2021. Information on potential benefits, issues and concerns regarding the existing water supply and stakeholders' recommendations were gathered and considered in the project design from these consultations.

A total of at least three community consultations were held by SW during detailed design in 2020-2021 attended by at least 66 people which included 36% women's

participation, following early consultations held during the feasibility study phase in 2019-2020.

Participants included:

- Noro Town Council and other government officials
- Men, women, youth leaders who are Noro town residents or part of the local community
- Church representatives
- Private sector representatives (including the canning factory SolTuna, National Fisheries Development (NFD), retail shops, and other businesses), and
- Potentially affected persons/customary landowners

During the latest public consultation on 13 August 2021, a short project presentation was given by SW with officials of the Noro Town Council, representatives of customary landowners, church groups and private sector, men, women and youth, and other stakeholders. The consultation was attended by at least ten Council members and officials who were primarily men (67%).

Follow-up consultations with LO representatives were also held by SW during late 2021 and early 2022 with various customary landowner representatives to facilitate project awareness and to try to identify new representatives (to replace those who died) to negotiate with SW on lease arrangements.

In early 2023, two public hearings initiated by the Environmental and Conservation Division were held in Munda and Noro to discuss the PERs/ IEEs for Munda and Noro subprojects where members of three clans also attended. During that consultation, discussions around land ownership were not the focus. However, SW informed them about the coming land acquisition process that the Ministry of Lands would initiate later in the year.

Entitlements

The Project will follow provisions in the LARP for determining eligibility and payment for agreed lease arrangements with customary LOs. APs/customary landowners will receive compensation at market value. There were no vulnerable people identified during the detailed design period.

Budget

The estimated total budget to implement the resettlement plan is [REDACTED]. This is only for the footprints required by the project. This estimated budget is based on similar value per m² in Noro town. This will be updated during negotiations based on agreement with landowners after the land is formally surveyed after the completion of the acquisition process. SW will also adjust the budget, if necessary, during implementation for unforeseen impacts during construction. While SW prefers outright purchase of land, this land will be obtained through a long-term lease, which is the preferred option for LOs.

SN	Items	Quantity	Cost (SBD)	Cost (USD)
A	Compensation			
	(i) Total lease payment for land	2,900 m ²	■■■■■	■■■■■
		Sub Total (A)	■■■■■	■■■■■
B	(ii) Detailed Measurement Survey (DMS)		■■■■■	■■■■■
C	(iii) Consultations		■■■■■	■■■■■
		Sub Total (B+C)	■■■■■	■■■■■
		A+B+C	■■■■■	■■■■■
		Contingency (20%)	■■■■■	■■■■■
		Total	■■■■■	■■■■■

The estimated costs will be financed by SW / government using counterpart funds. SW PMU Safeguards Unit will supervise the process, with assistance from MLHS, and a private valuer who will carry out a valuation of the affected land for leasing under the project. SW will release sufficient budget for payment of the negotiated lease amount.

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 GRM focal point on the Contractor's team will be the community liaison officer. Stage 2 will be a referral to SW Project Management Unit (PMU) level. The Project will provide a response 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 the 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 or community liaison officer. If the complainant is not satisfied, the complaint is elevated to Stage 3, where a three-member grievance tribunal will be nominated to deliberate on the case. 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 still not be satisfied, s/he still has the right to take the case to a public court of the SIG judicial system. There are no fees attached to the AP for making a complaint.

Implementation Timetable & Monitoring

The Project construction is expected to start at the earliest in the 3rd quarter of 2024. The LARP is to be submitted for approval by ADB and WB and will then guide SW in implementation. Below outlines the key contract, land acquisition, consultation and compensation activities to be undertaken to implement this LARP, with indicative dates:

S.N.	Activities	Estimated Timing	In-Charge
1	Re-confirmation of scope of works	June 2023	SW/PMU
2	Initiation of the 5 th Land Acquisition Process with introductory meetings held with those affiliated to the Ziata land at Noro, Munda and Ziata area about this new acquisition process. Public notices were put up regarding the date of the public hearing of possible claimants to the area of interest.	July 2023	Ministry of Lands, Housing and Survey. LAO
3	Public hearing – submission of claims to the land.	September 2023	MLHS - LAO
4	Determination of land ownership for WTP, reservoir site and river Intake through the 5 th Land Acquisition Process which includes identification and verification of LOs. MOU signed between COL and newly determined LOs on 13 December 2023, subject to any appeals.	October-December 2023	MLHS
5	Land Acquisition Appeal Period of 3 months (from date of records or determination).	January 2023 – March 2024	MLHS
6	Letter of Award issued to preferred Contractor	25 January 2024	SW/PMU ;
7	Contract agreement executed	14 March 2024	SW/PMU
8	Possession of site to commence as per contract 15 July 2024 (but deferred)	19 August 2024	SW/PMU
9	Mobilization of contractor to site	21 October 2024 (tbc)	Contractor
10	Court hearings of appeals ongoing	April 2024 – 2025 (duration not known exactly)	
11	Signing of MOU between SW and the landowners' representatives of the 2017 determined acquisition (awaiting appeal of 2023 acquisition final determination by COL) to allow project access to the site to enable implementation while the acquisition process continues through the appeal process. (MOU signed 29 th October 2024, SW Board approval in late October, and then Cabinet approval (possibly November 2024),	29 October 2024	MLHS /COL SW Ziata LO groups (all)
12	Completion of LARP report and submission with attached draft MOU to ADB/World Bank to receive conditional No Objection	October 2024	SW/PMU
13	Following resolution of the land issues by courts, survey and registration of the area of interest and vesting of PE in landowners' representative's (trustees) names.	November 2024- March 2025 (exact duration of court case unknown)	MLHS LOs SW
14	Execution of lease agreement and payment of premium and rental. Taking formal possession of the land.	March / April 2025 (indicative) following survey & registration	SW MLHS

S.N.	Activities	Estimated Timing	In-Charge
15	Formation of Community Advisory Committee (CAC) at local/provincial level comprised of representatives from the claimant clans, women, and other key stakeholders.	January 2025	SW/PMU Contractor
16	Continued consultations with landowners through CAC and with general project community.	Prior to and throughout construction & operations phase	SW/PMU Contractor
17	Set up hardstand and establish WTP site compound. Commencement of grounds works	21 October 2024	Contractor/ SW Engineer
18	Construction of structures ; Mechanical works and electricals	11 Oct 2024 – 27 April 2025 9 May 2025 – 13 July 2025	Contractor / SW Engineer
19	Ziata intake site works	14 May 2025 – 22 June 2025	Contractor / SW Engineer
20	Civil works at reservoir site	15 May 2025 – 1 August 2025	Contractor / SW Engineer
21	Demolition of existing structure	7 August 2025 – 26 August 2025	Contractor / SW Engineer
22	Monitoring and reporting to donors and SIG	Ongoing as of January 2024 – Sept 2025	SW/PMU
23	Completion of works and handover	550 days after start date (22 Sept 2025)	SW/Contractor

SW/ PMU international and national resettlement/social safeguards specialists are responsible for the monthly monitoring, assessment, and reporting of the resettlement/land acquisition progress and issues. Semi-annual safeguards reports will be disclosed on SW and ADB websites.

1 INTRODUCTION

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 five Project outputs include: secure and safe urban water supplies; effective, efficient, and safe urban sanitation services; enhanced awareness of good

hygiene and water issues and sustained improved hygiene behaviour; 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) and, management of Honiara's watershed areas strengthened to build resilience to climate change.

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.

4. This Land Acquisition and Resettlement Plan has been prepared at detailed design phase for the Noro Water Supply System under the UWSSSP Project Readiness Financing (PRF). The LARP covers the Noro Water Supply Upgrading Subproject following the completion of feasibility study in May 2020 and detailed design in 2021. The LARP has been prepared following the involuntary resettlement categorization of the project as Category B since land acquisition is necessary, as although the existing SW WTP and reservoir structures currently occupy customary-owned lands, these will need to be legally acquired (by negotiated settlement.)

5. The LARP follows 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 policy on Involuntary Resettlement². The LARP 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 Solomon Islands Government. SW, with assistance from SAFEGE SAS (Suez Consulting), in consultation with affected persons, communities and government agencies has complied with the Resettlement Framework in developing this plan.

² The former Operational Policy 4.12 (The World Bank. Involuntary Resettlement Sourcebook. Planning and Implementation in Development Projects.) <https://ppfdocuments.azureedge.net/1572.pdf> This has now been superseded by ESS5. In 2018, World Bank adopted a new Environmental and Social Framework (ESF). This LARP is consistent with the new policy ESS5 *Land Acquisition, Restrictions on Land Use and Involuntary Resettlement*.

1.2 Existing Situation

6. SW supplies nearly all of the registered population of Noro including both domestic and commercial customers (factories, hotels and institutions); there is however approximately 1,000 migrant workers living near the Sol Tuna factory who do not receive supply directly from SW. While commercial customers represent around 12% of the number of connections, commercial consumption is approximately 72% of overall consumption, dominated by Sol Tuna. In 2018, Sol Tuna consumed 268 mega liters (ML), averaging 0.73 mega litres per day (MLD), representing 83% of the commercial consumption and 58% of total water consumption. Average consumption per capita is low, less than 80 litres per capita per day (LPCD) for domestic and 180 LPCD for total consumption, testifying to the likely use of other sources, notably rainwater by domestic customers.

7. Presently nearly 2.8 mega litres per day (MLD) are extracted from Ziata water source, where an average 2.3 MLD are treated and distributed and the balance (estimated at 0.5 MLD) overflows before the WTP. From the Ziata water source intake, water is treated and then pumped to a storage tank located between Munda and Noro along the main road, (capacity 900 m³) which then feeds by gravity to Noro town and the Sol Tuna cannery. Water is treated with two horizontal sand filters with an average production of 2.3 MLD. Turbidity following treatment is generally at 3 nephelometric turbidity units (NTU) but regularly approaches 20 NTU during wet weather conditions, indicating a drop of efficiency of the treatment process.

8. The strategy for production increase that was developed during the feasibility study (FS) report, focuses on the rehabilitation of the existing treatment facility. The objective is to ensure that all the flow extracted from Ziata (i.e. 2.8 MLD) is treated and distributed apart from the backwash volume. After comparing different scenarios during the FS, SW confirmed that the construction of a new water treatment plant (WTP) is required. While it is the most expensive solution, it is the only one that can guarantee water quality standards in the short term.

Figure 1--1: Noro Water Supply System



1.2.1 Intake

9. The existing intake structure is composed of a sump connected to the river. Two pumps are installed in the sump and are operating continuously in parallel. Water runs through a single PVC 200mm pipe to the WTP where it is connected to a raw water sump from where the extra volume exceeding the current plant capacity overflows back to the river.

Figure 0-2: Existing intake on the Ziata Water Source



Figure 0-3: Ziata Water Source



1.2.2 Water Treatment Plant

10. A new WTP is proposed at the existing site with dual-media filtration (anthracite + sand) and disinfection. The construction of the WTP will be phased with a second phase adding a clarification stage with coagulation and flocculation should this prove to be necessary.

11. In order to ensure service continuity, the new WTP will be constructed next to the existing one, within the existing site footprint, taking advantage of the available space around the plant and next to the road.

12. Since the completion of the feasibility study, minor changes have been made to the design as follows:

- Optimization of the plant layout to fit within the existing area
- Update of backwash process

1.2.3 Reservoir

13. The existing reservoir is located at an elevation of 50m above sea level (ASL). While it is presently by-passed, the reservoir will be used as main water storage. It is a cylindrical prefabricated steel tank with a capacity of 900m³. Despite its age, the reservoir appears to be in acceptable condition based on a visual inspection. A new liner was installed less than 5 years ago to address leakages.

Figure 1-4: Reservoir



1.2.4 Reticulation System

14. The majority of Noro is already covered by the distribution network but some new settlements and development areas at the outskirts of the town appear to be out of the coverage zone.

15. The Noro water reticulation system consists of 17.4km of pipes (including transmission). It appears that the vast majority of pipeline is 100mm and above in size. Most of the distribution network is made of PVC pipeline except for a small amount of polyethylene (PE) pipe.

16. Currently, water is supplied under gravity conditions from the reservoir to the town via a 300 mm PVC pipeline. Next to the South Pacific Oil Limited area, pipes supply SolTuna in the North and Noro town in the South. Water pipes gradually reduce into 100mm diameter to the South to supply households. The reticulation is already divided into three district metered areas (DMAs), enabling a regular recording of the distributed volume.

2 SCOPE OF LAND ACQUISITION AND RESETTLEMENT

2.1 Scope of Works

17. This section describes the proposed works for each project component:

(i) Water Treatment Plant

The site area is the same as the existing one with the construction of a new treatment building, followed by the decommissioning of existing facilities. As part of the WTP construction, the following works are included in the project:

- New sump and pumping system with water hammer protection
- Backwash water storage and pumps
- Air boosters
- Chlorination system
- Sludge treatment pond
- Electricity, Scada, programmable Logic Controller (PLC), on-call and instrument panels
- Communication with the reservoir (optic fiber or radio)
- An office working space for the operators
- Building for all the facilities (filters, pumps, chlorination...)
- Associated site works, including fencing and access improvement
- Testing and commissioning
- Demolition of redundant facilities
- Fence³

(ii) Reservoir

Only minor works are proposed at the reservoir site with the existing equipment (valves and meter) replacement. The existing chamber will be rehabilitated in accordance with SW standard design.

³ Refer to Vol 3 Annex Solomon Water Fencing Detail Drawing

The existing reservoir will be prepared, repaired and repainted. The liner inside the reservoir will be checked and may be replaced if necessary.

The site will be fenced using SW standard fencing with a gate for vehicular access.

(iii) River intake

- Installation of a new river intake near the existing intake
- Installation of a metal cage to protect the suction pipe
- Provision of a spare pump similar to the existing ones ('Flygt, NP3102 MT 3 Adaptive 460' see data sheet at Appendix 1A-A)
- Construction of a new control booth
- Raw water quality monitoring at the WTP (continuous measurement of conductivity and turbidity)
- Installation of new electrical equipment in the WTP electrical premises to command the raw water pumps with electronic starters.

18. Below is a summary of the proposed works under the Noro Subproject:

Table 2-1: Scope of Works

No.	Site	Location/Description	Proposed Works
1	WTP	Existing WTP site	Construction of a new treatment building on existing site.
2	Reservoir	Existing tank site	Inlet and outlet valves, as well as outlet meter need to be replaced. Existing chambers will also be rehabilitated.
3	River Intake	Existing river intake site	Installation of a new intake, cage, new control booth, instrumentation and electrics

19. Figure 2-1: Overall Site Plan

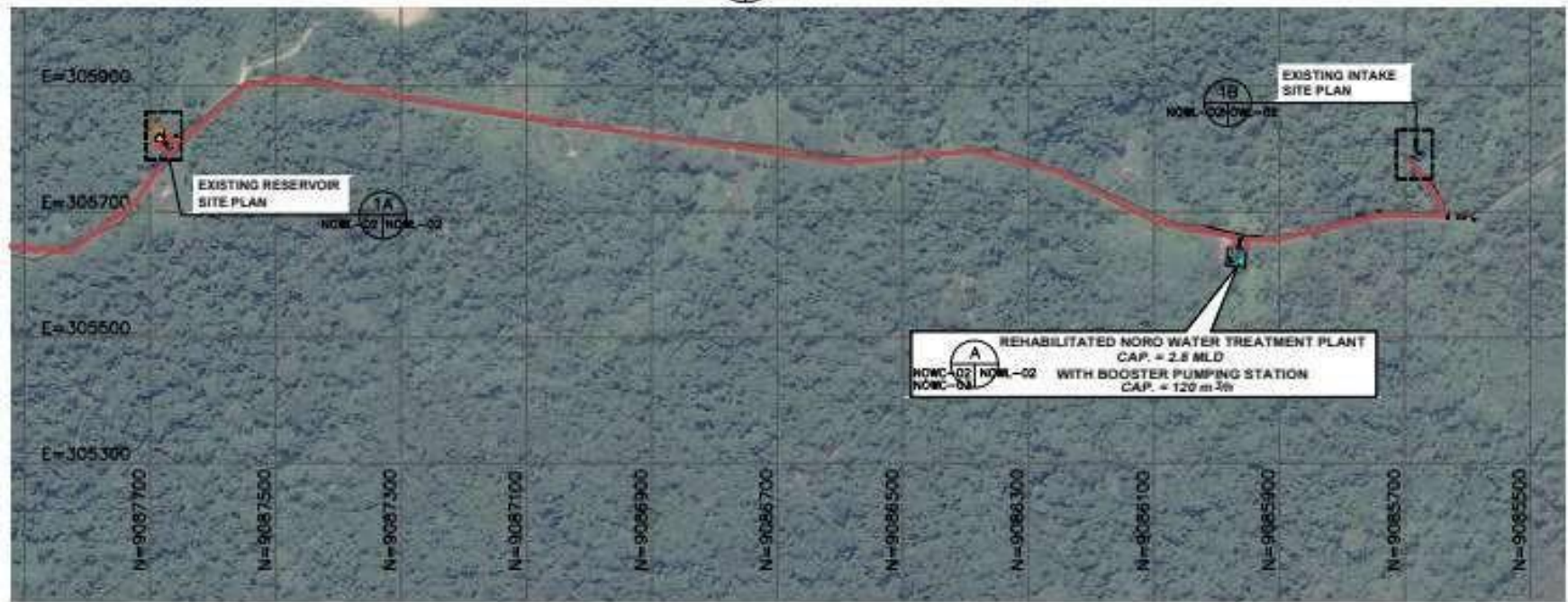


Figure 2-2: Proposed WTP Design

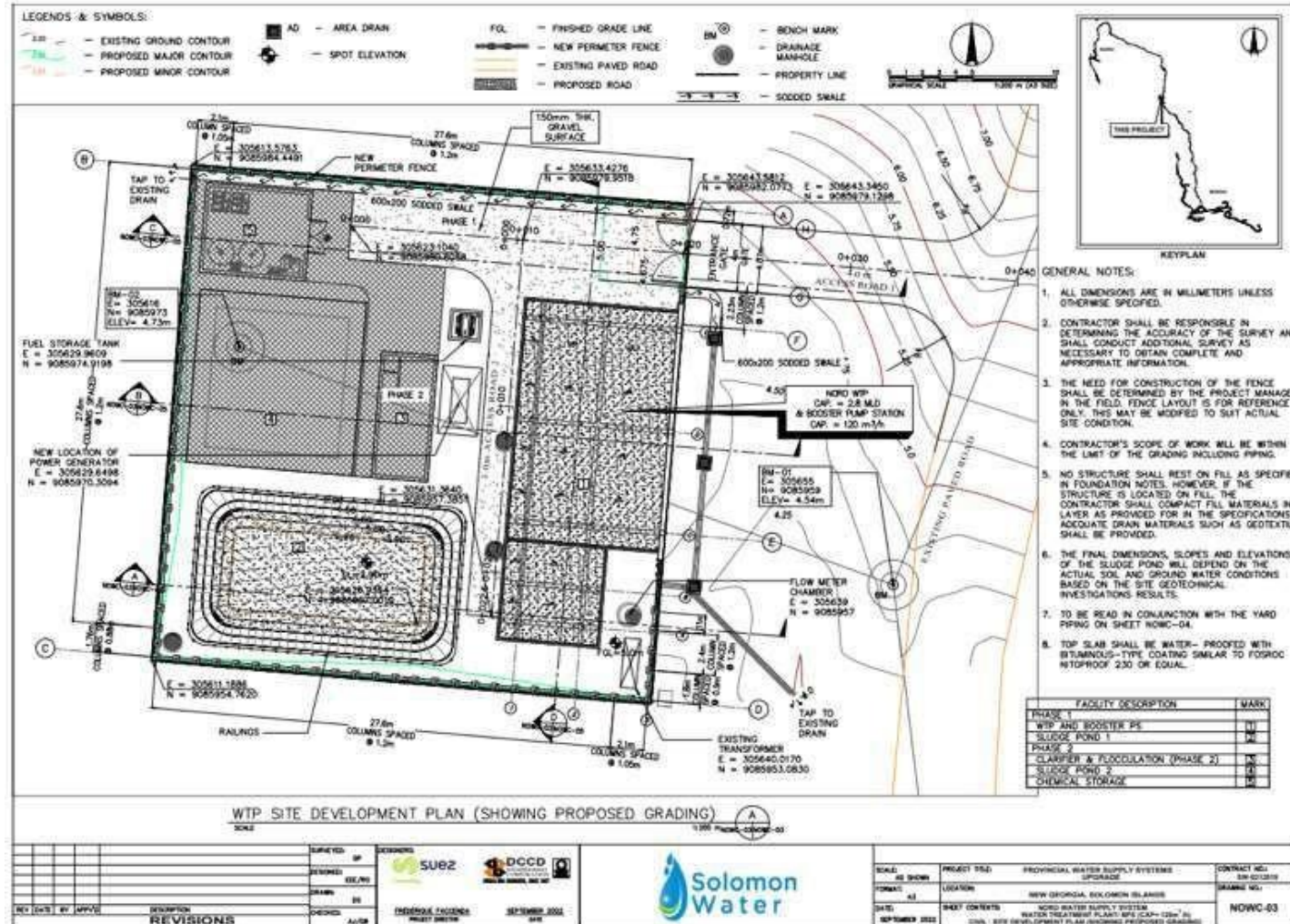


Figure 2-3: Proposed Reservoir Design

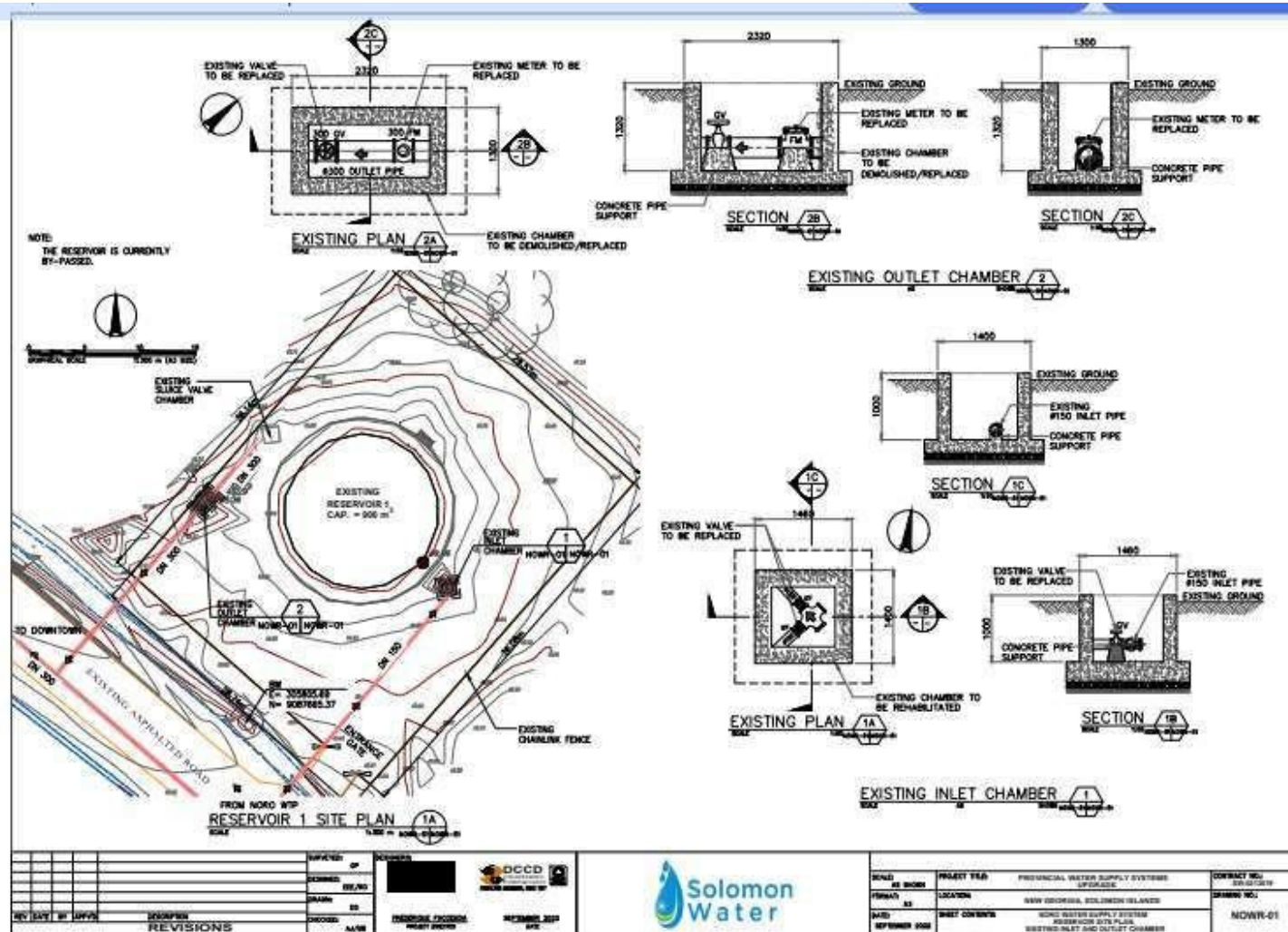
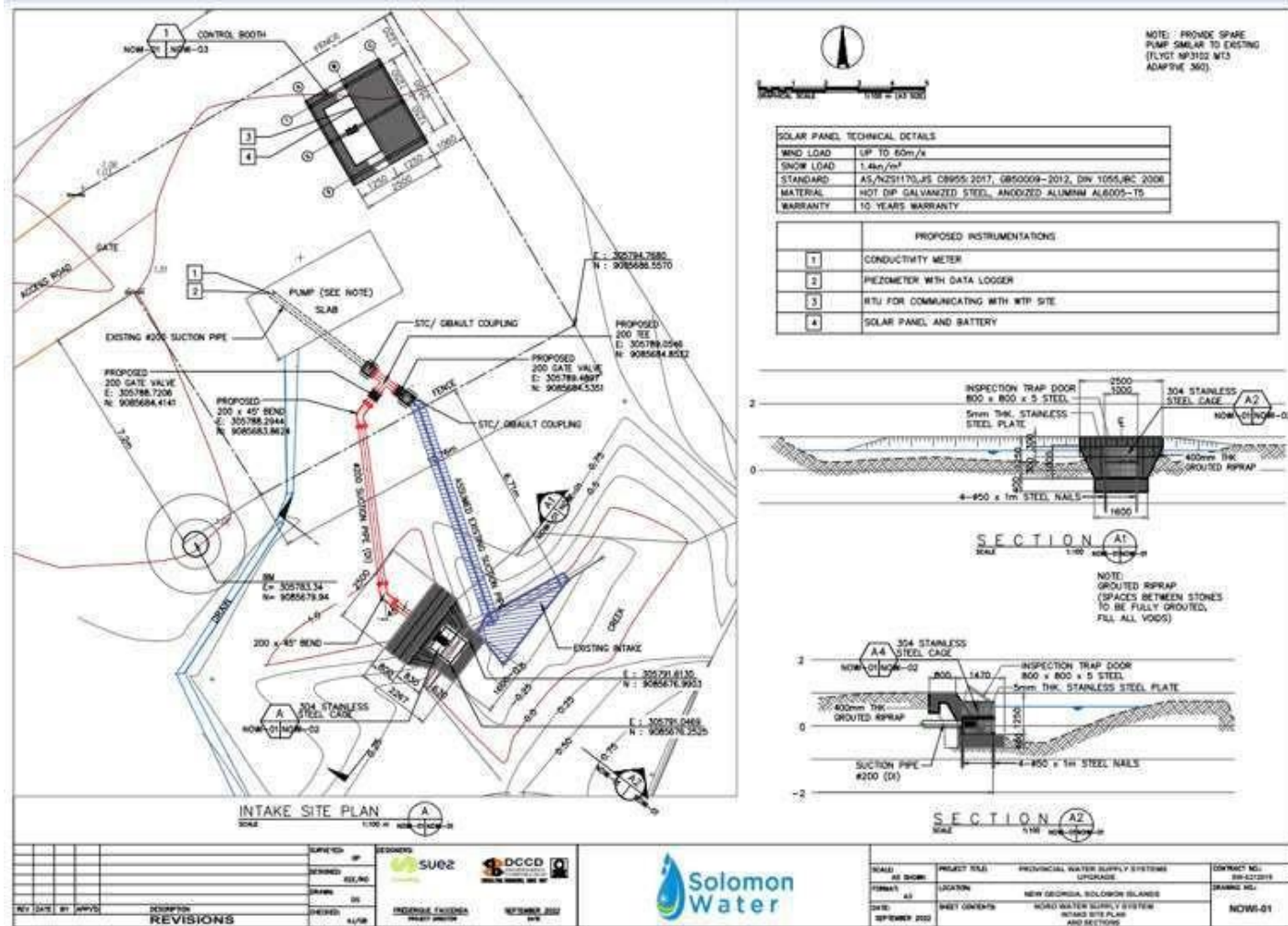


Figure 2-4: Proposed River Intake



20. below shows the proposed locations for the reservoir, WTP and river intake. In order to ensure service continuity, the WTP will be constructed next to the existing one, within the existing site footprint, taking advantage of the available space around the plant next to the road.

21. The maps below also present the proposed joint WTP reservoir sites and river intake site.

Figure 2-1: Overall Site Plan

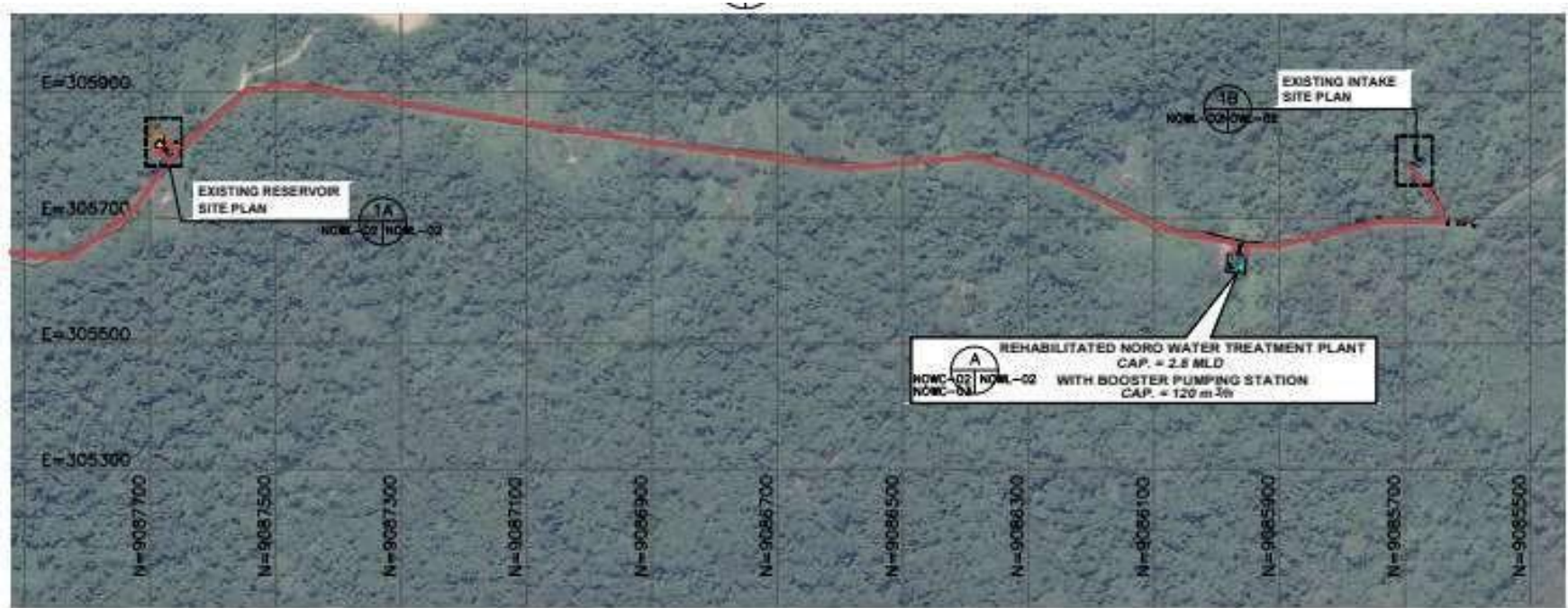


Figure 2-2: Proposed WTP Design

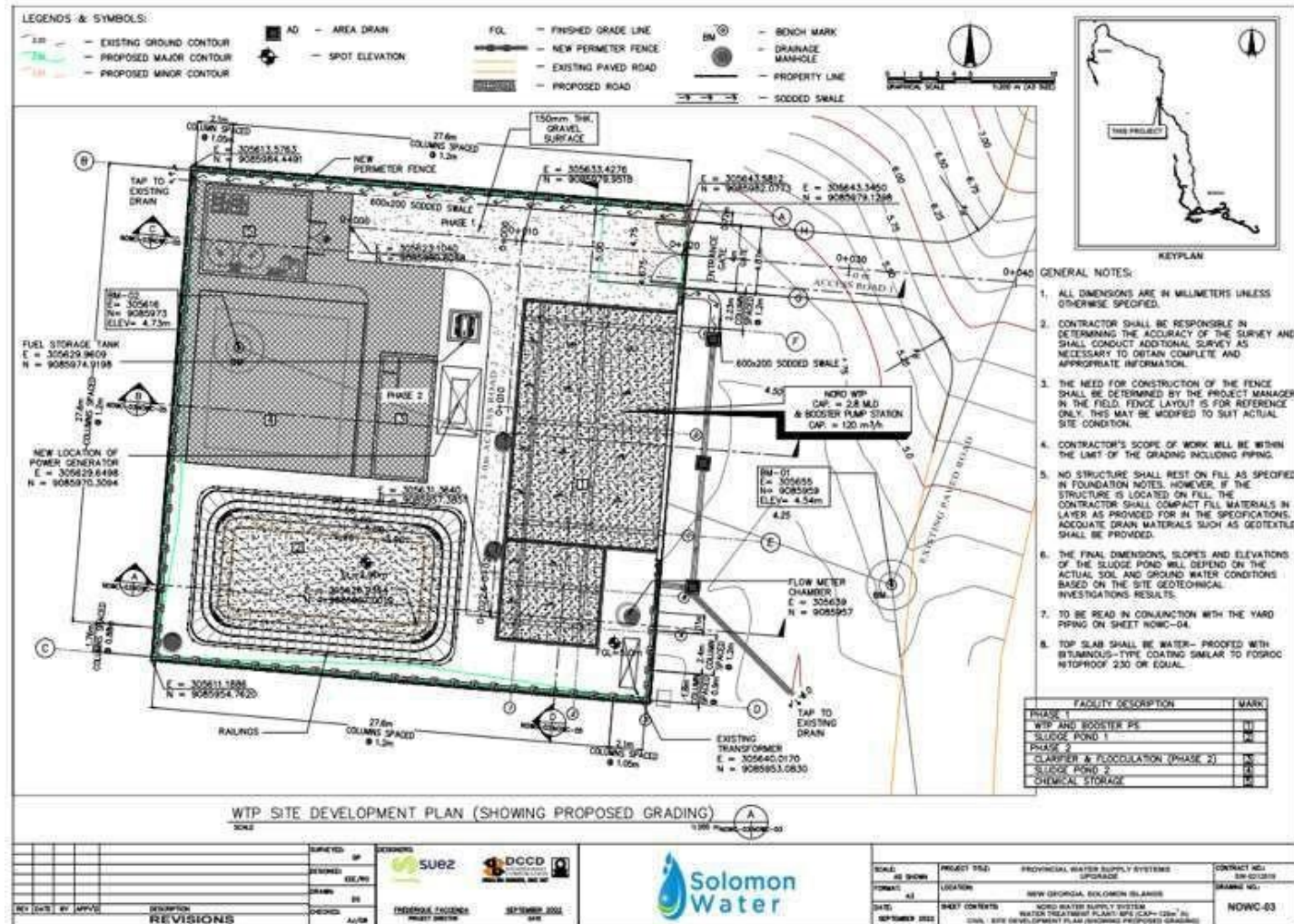


Figure 2-3: Proposed Reservoir Design

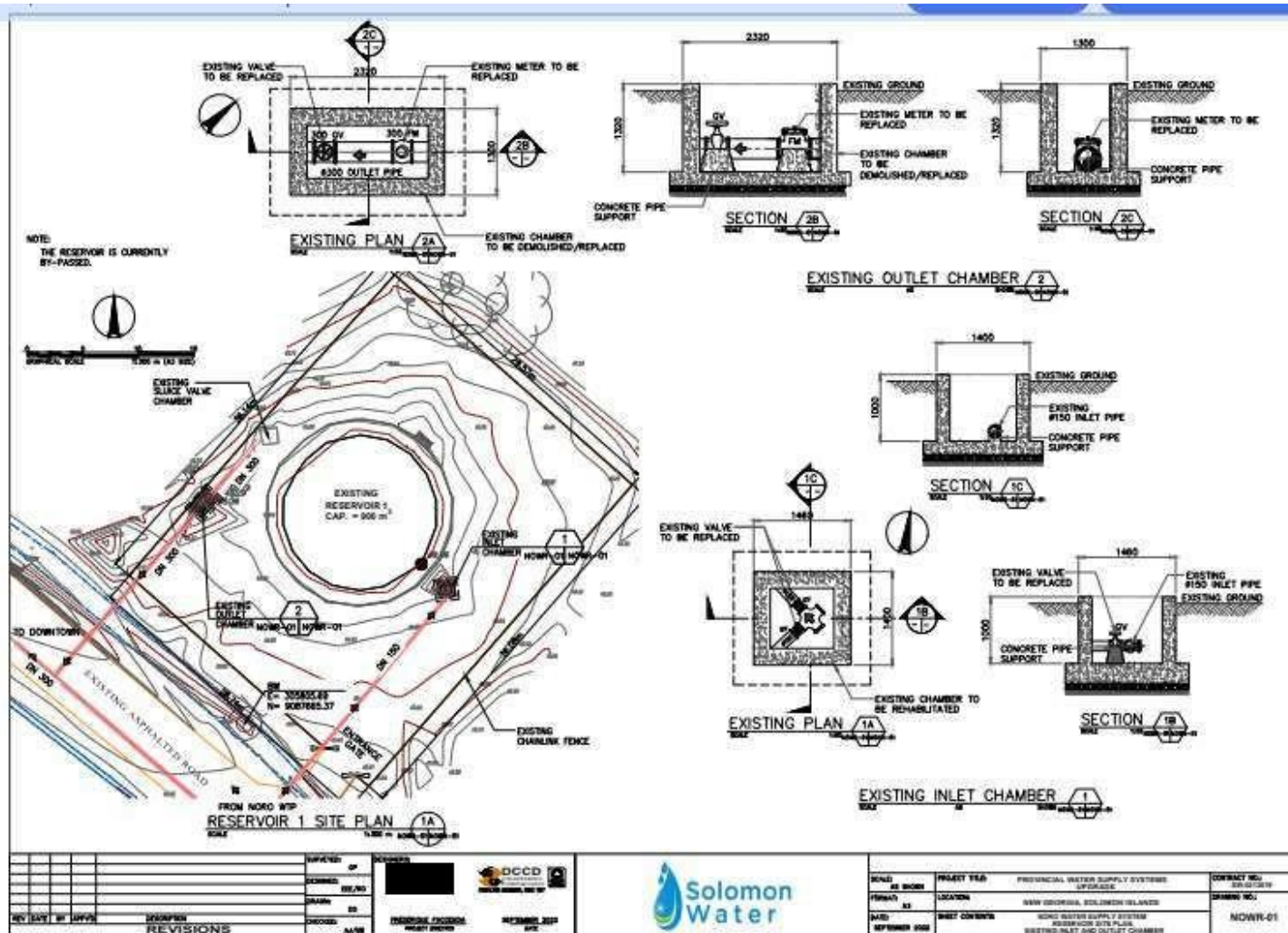
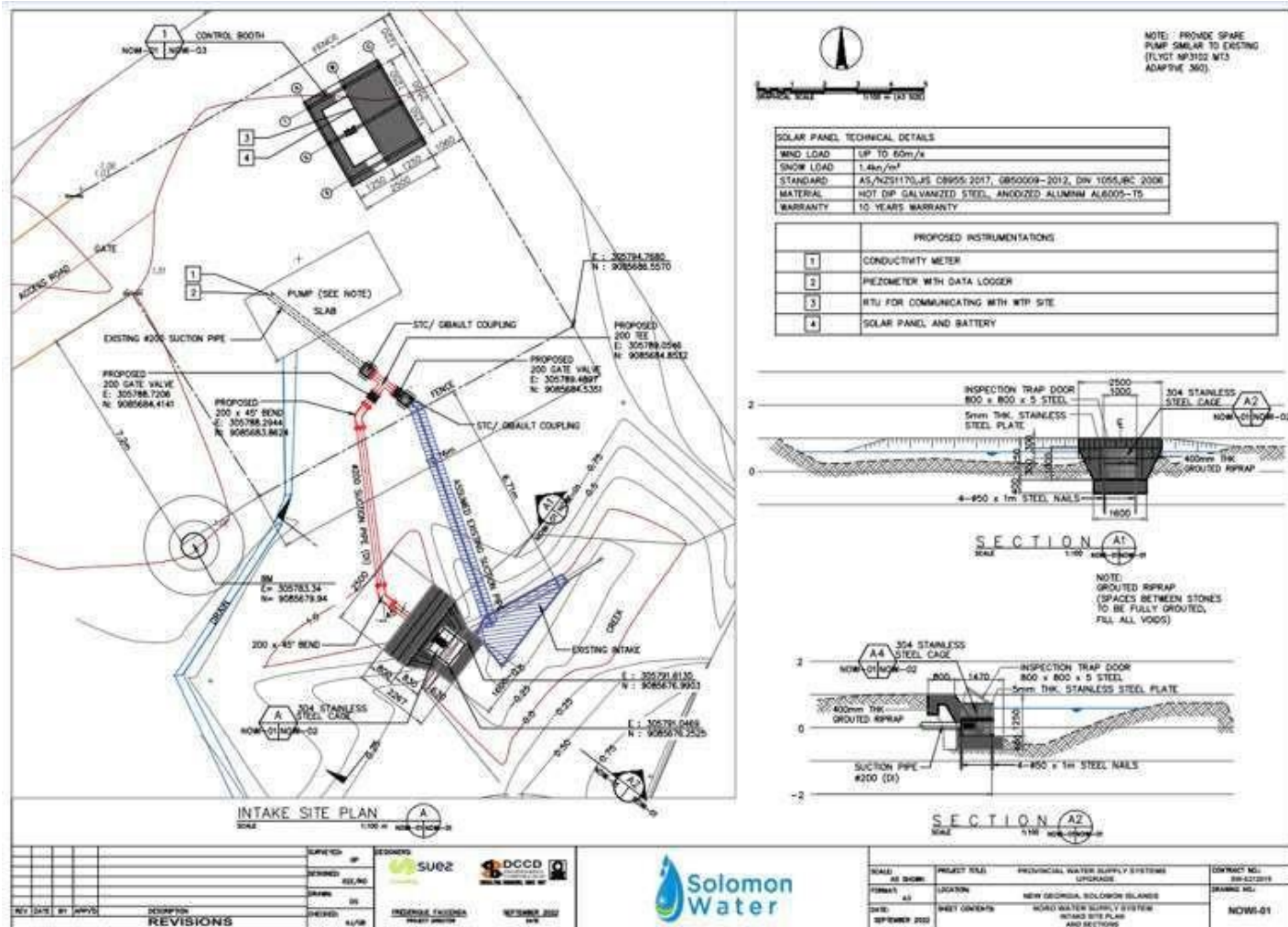


Figure 2-4: Proposed River Intake



2.2 Land Requirement for the Project

Confirmation of Land Ownership

21. The proposed upgrading of the WTP and reservoir will utilize land on the existing reservoir site. The existing site is on customary land, which is undergoing a fresh land acquisition process by the government, since the last one that was initiated in 2005 was missing key information (such as the map of the land concerned in that acquisition process), and the fact that the trustees of the tribes in the 2005 acquisition have all died (as described above). Due to this, the COL could not determine who the rightful owners are and, because of the missing map also cannot determine if the land that was the subject of the 2005 acquisition is the same as the current area of interest. The COL therefore insisted on having new acquisition process, being the fifth one, which started in July 2023 and with the first public hearing taking place as of 18 September 2023. During these hearings, the acquisition officer had the opportunity to listen to the submissions of those who have claim of ownership to the land. This open hearing allowed the claimants to the land or others to witness for or against certain claims. The open hearing enables transparent submissions of claims of ownership. It is like a court hearing. The completion of the acquisition process was marked by the COL making his determination based on the evidence produced during the process as to whom the rightful landowners are of the area of interest. However, not all members of the clans agreed with the COL determination and one group has appealed the decision. Only after this is resolved in the courts, can a lease agreement be negotiated with the rightful owners. The term of lease agreement is normally for 50-75 years depending on the negotiations.

22. During project consultations carried out between 2019 and September 2021, it was decided that the proposed new WTP will be built next to the existing reservoir to maximize the extra land on the site and avoid resettlement impacts.

23. The Government of Solomon Islands was granted rights for extraction of water from Ziata water source and to construct facilities within the land to provide water to Munda and Noro towns by permission from Talasasa, Zinihite, and Biku customary owners in 2008. A Memorandum of Agreement was entered into on 10th October 2008 ("the MOA") by the Commissioner of Lands and Representatives [REDACTED]. The key terms of the original MOA were as follows:

- (a) *The Landowners/Representatives pledge their support for the continuous access and usage of the water source by SW to supply water to the Noro Township on the condition the SIG shall provide financial assistance to assist the Landowners/Representatives in the process of concluding the Acquisition and Lease Agreement.*
- (b) *To allow unrestricted access to SW or Ministry of Lands, Housing and Survey personnel to the selected location site on Ziata water site to carry out work or activities relating to land acquisitions, valuation tasks, survey or other work related to the land acquired area;*
- (c) *The Commissioner of Lands to carry out acquisition process and negotiation on Ziata Land; and*

(d) The amount of [REDACTED] to be paid by SIG as an advance payment to the Landowners/Representatives, and no additional money shall be paid to the Landowners/Representatives, until the land lease agreement and acquisition process is concluded.

24. The table below summarizes the subproject sites and land ownership.

Table 2-2 Summary of Site Land Ownership Status

No.	Site	Location/Description	Proposed Works	Land Ownership
1	Water Treatment Plant (WTP)	Existing site	Construction of a new treatment building next to the existing one.	Customary land currently undergoing acquisition process by the government
2	Reservoir	Existing site. Cylindrical prefabricated steel tank with a capacity of 900m ³ .	Inlet and outlet valves, as well as outlet meter need to be replaced. Existing chambers will also be rehabilitated.	Customary land currently undergoing acquisition process by the government.
3	River Intake	Existing river intake site	Installation of a new intake, cage, new control booth, instrumentation and electrics	Customary land currently undergoing acquisition process by the government.

2.3 Legacy Issue

25. Although the subproject will utilize existing infrastructure sites, there is still the matter of an existing dispute among the three customary landowner groups who were recognized by the court as primary and secondary landowners of the subproject sites in court decisions in 2010 and 2017⁴. Primary ownership provides the right to use, lease or sell the land to the government while secondary ownership allows for the use of the land by the secondary owners but requires consent from the primary owners when leasing, selling, or disposing of land. The latest COL determination is still not agreed to by all LOs, but there are some indications of progress among the customary landowners due to their willingness to support the project as demonstrated in informal individual consultations with the representatives by SW through Suez in 2022, and through SW directly in 2023 and 2024. This indicates that the three groups are starting to work together, more internally, and within the three clans. An MOU with SW was signed by all three clans on 29 October 2024.

26. Below provides the chronology of the government efforts in acquiring the portion of customary lands where the Noro WTP and reservoir are located:

⁴ The Magistrate Court on 13 March 2017 upheld the 2010 determination of the Acquisition Officer on Ziata water source as proper, declaring [REDACTED] as primary owners of Ziata while [REDACTED] as secondary owners over Ziata water sources within the Kazukuru left hand land.

- (i) **1984.** The government's attempt to acquire the Ziata water source started during this period but was not completed due to challenges in court by other parties. Since then other attempts by the government in 1990, 1997, 2005 and 2010 to acquire the land failed. (Appendix 1: Ziata Water Source Land Acquisition Report – 28 July 2010). The first land acquisition process started with the appointment of [REDACTED] as Acquisition Officer by Commissioner of Lands on 7 March 1984.⁵ This was not completed due to an appeal filed by [REDACTED] to the High Court that ordered the Magistrate Court to hear the appeal. On 10 June 1987 the Magistrate Court decided that the matter should be referred to a different assessor. The second assessor was appointed in 1990.
- (ii) **1990.** The second acquisition attempt was on 25 September 1990 when [REDACTED], who was appointed by the Commissioner of Land as the second Acquisition Officer, held a public hearing in Munda. On 17 April 1991 he determined that [REDACTED] had the right to lease Ziata water sources. [REDACTED] filed an appeal at the Magistrate's Court that ruled on 18 December 1991 to appoint another Acquisition Officer and to conduct a new acquisition process.⁶ This happened seven years later in 1997.
- (iii) **1997.** A new Acquisition Officer, [REDACTED] was appointed by the Ministry of Lands in 1997. A public hearing was held on 17 March 1997. This was the time that the three claimants Zinihite, Talasa and Biku have "reconciled" and thus signed the lease agreement with the government. However, an objection was filed by [REDACTED], daughter of [REDACTED], claiming that she should be the right person to represent the late [REDACTED] while her brother [REDACTED] claimed he was the right one. No compromise was reached; thus the Acquisition Officer determined that [REDACTED] was to represent his father. An agreement to lease Ziata was signed by [REDACTED] with [REDACTED] on 27 April 1997. He passed away immediately after the signing and [REDACTED] objected to the agreement. Another court proceeding followed where the court decision was to appoint another Acquisition Officer.
- (iv) **2005.** The fourth acquisition attempt was made by the Ministry of Lands during the appointment of a Land Acquisition Officer, [REDACTED], in 2005. He determined that the claimants [REDACTED] and [REDACTED] had primary right of ownership of Ziata water source within Kazukuru lands by reason that both were direct matrilineal descent from Vakoringe, while [REDACTED] has secondary right of ownership due to him being descendant from Turana, Vakoringe's brother on 28 July 2010.

The decision was upheld by the Principal Magistrate (Western) [REDACTED] on 13 March 2017. (Appendix 2: Court Decision on Ziata Water Sources Ownership 13 March 2017). The public hearing to determine the landowners

⁵ Ziata Water Source Land Acquisition Report, L. Parmer, 26 July 2005

⁶ Ibid

was stopped and would not commence until 2010 due to the objection to the process again by [REDACTED].

- (v) **2010.** The continuation of the fourth acquisition started with the re-appointment of [REDACTED] as Acquisition Officer five years later on 19 July 2010 by the Ministry of Lands. However, during the public hearing, the Acquisition Officer was informed that [REDACTED] passed away. There was a dispute about who would represent him – his brother or his son. It was agreed by the late Mr. Zinihite's family that his brother, [REDACTED], should replace him.

From the 2010 decision, the appellants have filed their cases in the Magistrate Court and was heard only in 2017 due to backlog of cases. The Magistrate Court on 13 March 2017 upheld the 2010 determination of the Acquisition Officer on Ziata water source as proper, declaring [REDACTED] and [REDACTED] as having the primary ownership of Ziata while [REDACTED] has secondary right of ownership over Ziata water sources within the Kazukuru left hand land.

- (vi) There were also two appeals in the beginning by other claimant clans to the fifth acquisition determination – Appeal Case No. 55 and 56 of 2010. Case No. 55 of 2010 was filed by [REDACTED], [REDACTED], and [REDACTED]. However, [REDACTED] on behalf of other co-appellants discontinued their Appeal in 2017. This left the Appeal Case No. 56 of 2010 filed by [REDACTED] and others given a trial date in February 2017. This Appeal Case was also dismissed by the Principal Magistrate (Western Magistrates Court) on 13 March 2017.

- (vii) **2023.** The documentation of the outcome of the fourth acquisition was missing key information, which did not allow the COL to decide if the current area of interest is consistent with the area which was the subject of the fourth acquisition. Secondly, the clan's representatives in the fourth acquisition namely [REDACTED] and [REDACTED] have died with no replacements of them proposed to the office of the COL. The COL, therefore, decided that a fresh acquisition process should take place, being the fifth one. On 13 July 2023, the COL appointed [REDACTED] as the current Acquisition Officer. [REDACTED] mobilised to Noro and initiated the start of the acquisition process by having introductory meetings with the potential owners and the public about this process. An outcome of the process was marked by a preliminary MOU that was signed by the acquisition Officer, COL and key members with affiliation to Ziata land to establish commitment by all parties to see the acquisition process through. The copy of this signed MOU is in Appendix 7.

- (viii) The Acquisition Officer has to put up one-month public notices informing the public and potential owners about the first public hearing which started on 18 September 2023 and can go up to a week or more depending on the number of submissions received. After the first public hearing, a determination was made by COL based on the evidence presented during the hearing as to whom the rightful landowners and respective trustees were for the area of interest. After this determination in December 2023, the Acquisition Officer issued another public notice noting the outcome of the first hearing and the

determination of who the true LOs based on the first hearing. This public notice marked the start of an appeal period of 3 months. Those who contested the first determination then submitted their claim through the magistrate courts within this appeal period. The land process cannot proceed to the next stage (survey, ownership registration and other administrative requirements) until the appeals are heard and a decision announced. This will be followed by negotiation for lease agreements.

Project Support by Three Clans/Customary Landowning Groups identified in 4th acquisition

27. During consultations held by SW and the project consultants in 2020 and 2021 under the Project, the customary LO representatives from Talasa, Zinihite and Biku clans fully supported the project to improve their access to reliable and safe water supply. All three tribes were recognized LOs by the court (primary and secondary) and have reiterated their support for the project. They also requested SW to continue negotiating with them while they settle the issue with the other landowning families internally. (Appendix 3 contains support letters from [REDACTED] (GMMV) subtribes)

28. The letters were sent in particular by [REDACTED], secretary of the Zinihite Family Members Association and primary owner on 5 March 2021. Also, the Talasasa land-owning family, a member of the Kazukuru clan, with whom the Solomon Government originally signed an MOA in 2008, also sent a support letter through their representative, [REDACTED] (through an email on 22 April 2021), who is currently working as a [REDACTED]. Moreover, [REDACTED], Chairman of the Gumi-Gemu-Miabule-Veo clans and secondary owner also sent a letter of support to SW on 13 March 2021.

29. As background, the Ministry of Lands, Housing, and Survey records, show the Government has paid approximately [REDACTED] from 2008 until 2012 to [REDACTED] Zinihite, and Biku on behalf of the LOs of Ziata water source. The MOA allowed the Government access to the water source while pending the conclusion of the acquisition reports after the payment of [REDACTED]. The extra [REDACTED] were payments to LOs following a request for additional down payments by the LOs and made by the MLHS. These payments were paid to the representatives of the three tribes.

Way Forward

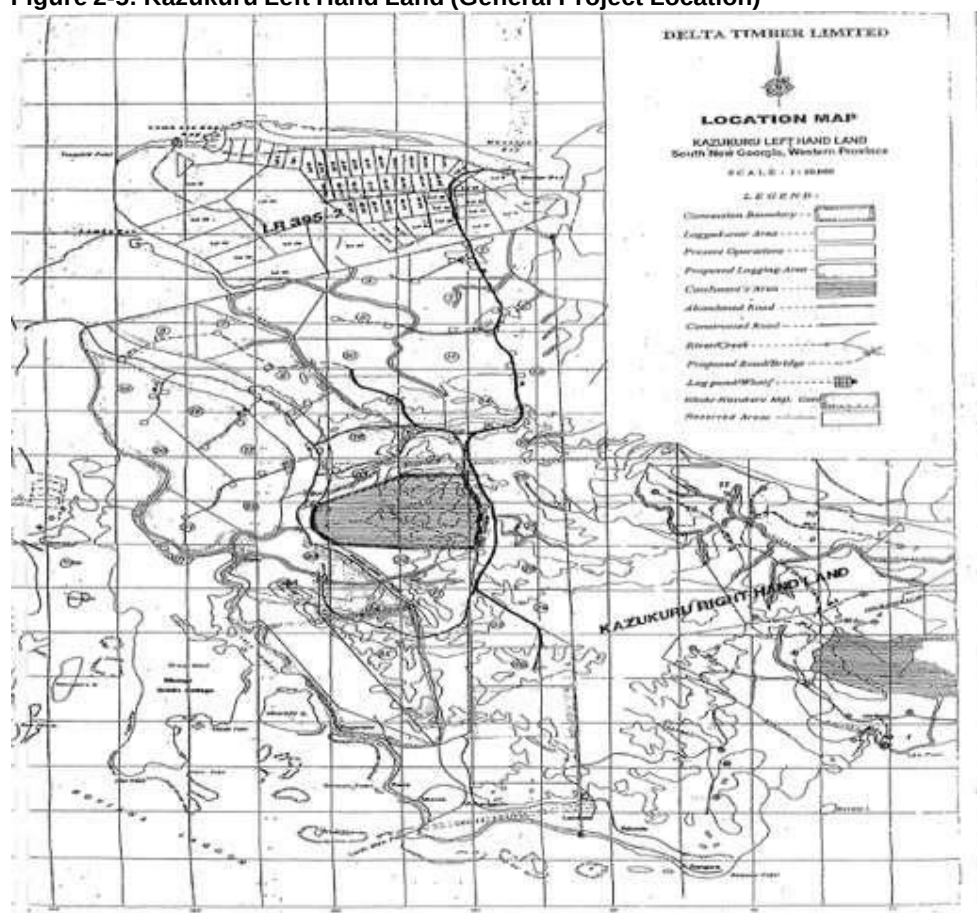
30. Following the feedback from individual and community stakeholder consultations, there appears to be an increasing push among the clan members and the rest of the Noro town population to complete the land acquisition process of Ziata water source that is preventing Noro town from having continued access to clean water and to extend its water supply connections. The following steps are the way forward to realise the Ziata water source improvement works can proceed while the acquisition process is continuing:

- i. A new MOU has been signed by the office of the COL with the Ziata landowning trustees determined during first the public hearing (see Appendix 7). The

intention of the MOU is to verify the landowner's support for the project and to allow unhindered access for the upgrade works to proceed while the appeal is heard, and the acquisition process continues to completion. The MOU also spells out clearly that lease negotiations and agreements including lease payments will only be possible after the acquisition process ends with the final court decision, and the registration of titles to the rightful landowners.

- ii. The area of interest that is the subject of the current acquisition process will be surveyed and valued by the Ministry of Lands inclusive of the land for the WTP, the reservoir and river intake - and **not** the entire catchment area.
- iii. Negotiation between SW and the title holders (clan representatives) are likely to be for long-term lease agreements, which the LOs prefer (rather than outright purchase).
- iv. The usual process is that the lease amount is based on the latest lease transactions in the area which are reviewed every 5 years. A one-off payment in the beginning, is calculated based on the premium and annual rate (SBD 10% of the market value) and 10% of premium will be the land rent. [REDACTED]
[REDACTED] This will need to be sorted out during negotiations with LOs.
- v. Establishment of a trust fund to ensure funding availability to pay for the lease once agreement on valuation and negotiation is achieved.
- vi. SW negotiations with the clan representatives will need to cover the total lease amount and percentage sharing among the three land owning groups.
- vii. The purpose of this LARP is to (i) determine any negative impacts from the scope of works, (ii) record the mitigation measures needed for these impacts (e.g. land lease), and (iii) state the process in compensating the APs (e.g. rent payments). The actual rent payments are not yet known and will depend on the outcome of the negotiations.

Figure 2-5: Kazukuru Left Hand Land (General Project Location)



31. The table below shows the details of land requirement for the two project sites and the land ownership (pending the court of appeal decisions):

Table 2-3: Summary of Land Requirements for the Project and Ownership

No	Project Component / Location	Measurement and land category	Name of clan / Customary LO Representatives ⁷	Impact / Land Arrangement
1	Water Treatment Plant (WTP)	2,500 m ² Customary land	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] 3. [REDACTED]	Land Lease will provide income for the clans once ownership and title are established. The clans will also benefit from expanded clean water supplies to the town, which will improve health outcomes.

⁷ Subject to Court decision on appeal. To be verified after the conclusion of the 5th acquisition process.

2	Reservoir	1,800 m2 Customary land	3.	Land Lease will provide income for the clans once ownership and title are established. The clans will also benefit from expanded clean water supplies to the town, which will improve health outcomes.
3	River Intake	2,400 m2 Customary land	3.	Land Lease will provide more income for the clans once ownership and title are established. The clans will also benefit from expanded clean water supplies to the town, which will improve health outcomes.

32. As noted earlier, customary LOs agreed that SW could build the existing water treatment plant and reservoir on their land in the 1980s. The completion of the land leasing process (for a 75 year lease) was delayed due to valuation issues and internal conflict among court recognized customary LO groups.

2.4 Impacts on People, Land and Structures

Affected Persons

33. Acquisition and registration of customary land is necessary to result in a proper lease or sale agreement of the area of interest by the LOs. The acquisition process will include the sites occupied by the existing SW WTP (2,500m²), river intake site (2,400m²) and reservoir facilities (1,800m²) with an estimated total measurement of 6,700 m². There are no food gardens or other assets that will be affected by the proposed project components as these are existing fenced water facility sites. However, there will be customary landowning groups, represented by representatives known as trustees, to be affected by the project. As outlined above, the fourth acquisition process identified the landowning groups and was confirmed by the Magistrate Court in 2010 and confirmed again by the same court in 2017. With the current acquisition process, the identity of the landowning groups will be verified. The landowning groups based on the fourth acquisition comprised of Zinihite, Talasasa and Biku/GGMV Association. The three (3) AP groups were consulted with during SW technical and safeguards team's site visit in 2020 and during public meeting by SW with design consultants Suez on 13 August 2021 and during several meetings arranged by SW in 2023 and 2024.

Non-Land Assets

34. There are no affected people who would lose non-land assets from upgrading the existing WTP and reservoir facilities. The Project does not cause significant involuntary resettlement impacts to the affected persons as their losses (land) are below the ADB SPS criteria⁸, and all construction is on land which is already occupied by existing water facilities.

Affected Persons (Representatives)

35. **Livelihood.** During the time the LARP was being prepared there was civil unrest in Honiara which prevented the SW consultant from conducting a full socioeconomic survey. Instead, interviews were conducted between November and December 2021 by SW with the three representatives who were nominated by their clan as representatives of their customary groups.⁹ Two of the three representatives have no regular income, with one being a retiree and another being unemployed. The third representative has his own business as a contractor building houses. The land is owned by clans whose members' backgrounds are varied: they may be unemployed, domestic workers, farmers, have businesses or, full time jobs in the public or private sector. Noro is the second largest port in Solomon Islands, and the fisheries industry employs a lot of local people. Western Province has an unemployment rate of 6% according to the 2023 census, but youth unemployment is higher (9.0% for females and 8.6% for males). Due to civil disruptions at the time, it was not possible to conduct a survey with a wider sample of APs. This was unavoidable, but means the sample is

⁸ 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.

⁹ [REDACTED] were interviewed by phone due to restrictions from civil unrest in Honiara in November 2021.

so small, it does not show much about the average clan member, and it is not clear whether these three representatives are typical, or unusual.

36. Age and household size. The interviewed representatives' ages are from 41, 43 and 78 years old. The average household size recorded for these three men was 6.3 people per household, which is higher than the Western Province average size of 5.2 (SI National Statistics Office 2023). All the three male representatives interviewed are married. The population of Noro town is 3,646 males and 3,558 females.¹⁰

37. Education Level. Two representatives had secondary education (2 of 3) while the third representative completed a university education. These are higher educational levels than the average. It is typical that most of the population would have gone through the primary (67% net enrollment in 2018, according to WB indicators) and some progressed to the junior secondary education (female net enrollment rate 29%, male NER 33%, WB 2017). Only a few go up to tertiary education.

38. Access to water supply. All three representatives use rainwater combined with other sources for water supply. Other sources for one of the representatives included a well and SW piped water for drinking or cooking. On average 76% of Solomon Islanders are estimated to have access to an improved water source (World Bank based on HIES 2012/13 data). For 2015 Solomon Islands data suggests that 47.7 % used piped water source, 20.9% used a non-piped source, and 50.8% had access to improved water on their premises, which is the second poorest access to basic water services across the Pacific Islands.¹¹ However, there are large disparities in drinking water coverage between rural (56%) and urban (90%) areas.

39. Sanitation. All three (3) representatives had outside toilet facilities such as VIP latrines, but the sites were not surveyed so the exact type of facility was not verified. The Noro subproject does not include upgrading of sanitation facilities, but it is assumed that facilities and hygiene behaviour will improve with access to more clean water. Overall, in Solomon Islands, it was estimated that only 27% of households had access to improved sanitation (World Bank based on 2012/13 HIES data). More recent data from WHO/UNICEF Joint Monitoring Programme in 2015, estimates that only 31% of the population had access to basic sanitation facilities (i.e. improved facilities that were not shared), the lowest of all Pacific countries.

40. Source of Power. Two of three representatives rely on solar power, and one on Solomon Power for lighting. In Solomon Islands only 9% of the population is on the electricity grid, while 45% have access to electricity for lighting either through solar power or generators.¹²

¹⁰ Solomon Islands Population and Housing Census 2019.

¹¹ WHO/UNICEF Joint Monitoring Programme for Water Supply, Sanitation and Hygiene, 2017, 'Progress on drinking water, sanitation and hygiene: 2017 update and SDG baselines, Geneva, 2017 p.6

¹² World Bank from 2012/13 HIES data

41. Table 2-4 below provides the clan representatives' key socioeconomic information:

Table 2-4: Socioeconomic Profile of APs (Representatives)

No.	Representative Affected Person	Address	Impact	Age	Status	Members of Affected Household	Educational Level	Livelihood	Access to Water Supply	Power Supply	Sanitation
1	[REDACTED] [REDACTED] [REDACTED] [REDACTED] deceased Trustee)	Ward 15, Munda,	Loss of customary land	47	Married	7	College	House Construction Contractor	Rain water tank	SEIA/municipal power provider	Outside toilet
2	[REDACTED] [REDACTED] [REDACTED] [REDACTED] deceased Trustee, and nephew of [REDACTED]	Ward 25, Noro	Loss of customary land	43	Married	6	Secondary	Unemployed	SW/piped water	Solar	Outside toilet
3	[REDACTED] (original living Trustee)	Ziata, (Kekehe), Ward 15	Loss of customary land	78	Widower	6	Secondary	Retiree	Rain water tank & well	Solar	Outside toilet

Note:

- (i) The representatives of the three tribal/customary landowners from the above table will be updated after the current acquisition process.

42. All the APs, together with consulted communities in Noro, were supportive of the water improvement project as they believe that improvement to Noro's water supply will greatly contribute to their family's health and improve economic opportunities. This improvement will be achieved through upgrading of the households' current water and sanitation facilities where household could have reliable water supply and install flush toilets. It will also assist small businesses which depend on reliable water supplies. The APs are also concerned with lack of reliable water supply in Noro's health facilities.

43. Overall, the APs are not expected to suffer any significant impact to their food supply and livelihoods due to the project. Instead, they are expected to greatly benefit from the improvement of the water supply and payment for their leased land.

2.5 Measures Undertaken to Avoid and Minimize Involuntary Resettlement

44. The Project will require leasing of lands after they go through the acquisition process but will not require clearing of crops and trees or structures resulting from the project. The construction works are to be confined to existing WTP, reservoir sites and river intake sites to be leased by the Solomon Water. The project and the SW PMU will monitor and manage the process with due diligence and will *continue to avoid land acquisition and physical displacement of people wherever possible*. The SW approach is to use existing SW and government lands including road right-of-way to avoid or minimize land impacts to the extent possible.

2.6 Cut-off Date

45. The formal notification to the affected persons for the water supply project site is still to be carried out by SW. However, in this case the proposed construction sites will be within the existing SW infrastructure areas that already been fenced off and no private gardens were ever placed on these sites. SW in coordination with the Ministry of Lands, Housing and Survey (MLHS) will issue a formal notification of a cutoff date prior to the commencement of lease negotiation with the customary landowners after the completion of the current acquisition process. But an MOU signed by landowning parties after the determination based on the courts' decision will indicate that the project site will be free from any encumbrance before construction works commences. This will be updated into this LARP when it becomes available.

2.7 Impact on Vulnerable Groups

46. **Impact on poor households.** From the initial limited involuntary resettlement impact assessment carried by SW, there were no APs identified by representatives as 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 will require livelihood restoration assistance. This could be through provision of income opportunities such as unskilled labor through grass weeding or vegetation clearing during construction, or other forms of assistance. Because no socio-economic survey has been conducted, it is not possible to provide exact figures for poverty levels among affected and vulnerable people. However, it is estimated that 25.4% of Solomon Islanders live below the international US\$1.90 per person per day poverty line and 56.7% live on less than US \$3.10 per person per day¹³. The average per capita income in Western Province in 2012/13 was SBD\$7,916, while household's earned on average SBD\$44,227 annually.¹⁴

47. **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. They are all considered part of the mainstream Melanesian society living in the project site and are

¹³ World Bank, Solomon Islands: Systematic Country Diagnostic Priorities for Supporting Poverty Reduction & Promoting Shared Prosperity, June 2017, p.x

¹⁴ Solomon Islands Household Income and Expenditure Provincial Analysis Report, October 2015, SINSO

not marginalized based on their education, ethnicity, 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 the people in other subproject sites. 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.

48. **Gender Impacts.** There were no female-headed households identified as vulnerable requiring additional assistance during the project preparation. If any other vulnerable household or groups are identified during construction, they will be provided additional assistance under the project based on the Project's Resettlement Framework and this LARP (see section 7).

2.8 Potential Social Benefits

49. During consultations in 2019 and 2020, stakeholders identified the perceived social benefits and impacts of the proposed project. These include:

- (i) **Increase of water production and water quality.** Communities and SW customers consulted stated expectations of increased water flow and safer water supply from the proposed works. This should bring improved health impacts, as better water supplies are necessary to improve sanitation facilities and hygiene outcomes
- (ii) **Reliable water supply for customers.** The upgrading of the production system, reservoir and pipe works will contribute to a more reliable and safer water supply especially during dry season, or during heavy rainfall, and mitigate challenges from climate changes. Many small businesses, such as food processing or marketing of fresh produce, also require dependable, safe water.

50. **Water supply connection** to currently unconnected households: These will include formal and informal settlements in Noro having access to the municipal water supply (Note: Pipeline improvement currently planned by SW for phase 2).

3 COMMUNITY SOCIO -ECONOMIC INFORMATION

3.1 Population

51. The national population of Solomon Islands, based on the 2019 provisional census results was 721,455 with an annual growth rate of 2.7%, and with the sex ratio of 105 males to females¹⁵.

52. In 2013, the total household population in Western Province was 16,294, with an average household size of 5.6. About 51.2% of the total provincial population were male, and 48.8% were female. Based on a June 2016 household census, Noro town had a total population of 6,054. The majority of the local residents are employed in the private sectors and in the informal sector. Its population includes migrants from the

¹⁵ https://www.solomonchamber.com.sb/media/1997/provisional_count-2019_census_result.pdf

different provinces around the country working for the tuna cannery. The entire town of Noro is considered an urban area.

Table 3-1: Summary of Demographics (Western Province Population Census)

Indicator	Total	Male	Female
National Population	721,455	369,252	352,204
Total Population (Western Province)	94,209	49,061	45,148
Sex Ratio	109		
Average annual growth rate, 2009-2019 (%)	2.1 %		
Population density (number of people/km2)	13		

Source: SINSO. 2019 Provisional Count

3.2 Economic Situation

53. Noro Ward is located on the western side of North New Georgia in the Western Province about 10 km north of Munda. Noro town is on a sheltered harbour and is one of the two international ports in the country. It is an industrial-based zone and it hosts two premier fishing companies including Soltuna Fishing Company and National Fisheries Development Company. It is connected to Munda substation by a tar-sealed road, where the newly upgraded international airport is built. ¹⁶

54. In recent years, the number of people moving into urban centres such as Noro and Gizo is increasing due to the 'pull' factors of urban centres. Western Province supports major commercial industries including logging, tuna and tourism. These industries bring opportunities for employment, but their impacts are not universally positive nor spread equitably across the province. Rural people are vulnerable to external shocks and this can be compounded or ameliorated by the degree of isolation.¹⁷

55. The Noro water supply system is operated by Solomon Water, with a single supply source, a treatment plant, reservoir and network. It is estimated that around 90% of existing houses in Noro are connected to the reticulated water supply system. Solomon Water supplies nearly all of the population of Noro including both domestic and commercial customers (factories, hotels and institutions); there is, however, approximately 1,000 migrant workers near the Sol Tuna factory who do not receive supply directly from Solomon Water. The proposed WTP and reservoir upgrading will help improve water supply and improve water quality and volume to existing customers. A second phase of the project will focus on connecting these migrant worker households, often living in informal settlements, but they are not included in the current subproject. Soltuna does have its own water supply for the factory, and currently provides limited water supply to its workers.

56. The civil conflict in Solomon had significant impacts on the economy, but was brought to an end by international interventions in 2003. However, the results are still being felt in delayed economic growth, and incomes are lower today than they were

¹⁶ Solomon Islands Government, Noro Ward Profile, Western Province, 2016

¹⁷ <https://aquadocs.org/bitstream/handle/1834/31412/AAS-2014-15.pdf?sequence=1&isAllowed=y>

before the conflict began more than two decades ago.¹⁸ The COVID-19 virus also impacted on the economic situation: first 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 2020.¹⁹ According to the World Bank²⁰, the broader impacts of COVID-19 have been felt throughout the Solomon Islands, particularly on the tourism sector. The government projected a -4.9% GDP growth, job losses and disruption to imports and supplies due to the lack of inbound flights. It responded with a US\$36.9 million stimulus relief package (309 million Solomon Islands dollars) that included subsidies for households, loan relief for businesses, inter-island transfers and grants to provincial health authorities.

57. Solomon Islands confirmed its first COVID-19 case on 3 October 2020 (Solomon Times) and until 14 April 2022 recorded 12,285 confirmed cases with 139 deaths according to the World Health Organization (WHO). Previous COVID-19 measures in the country included suspension of overseas flights and imposition of social distancing and limitations to the number of people who could gather together as per Ministry of Health's announcement. While these restrictions have been lifted and the project was able to continue, the pandemic did affect the community consultations, consultancy visits, research, and normal project implementation, resulting in some gaps in the LARP data

3.3 Culture

58. In Solomon Islands including in Western Province, 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.

59. Solomon Islands, particularly Western Province, 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 construction²¹. During the recent upgrading of Munda airport, large amounts of UXO were discovered, and while this is to be expected in a major wartime site, ordinance may also be found elsewhere. 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 Gender

60. Gender imbalances between men and women are embedded in Solomon Islands culture, history, and contemporary socio-economic conditions. Women's

¹⁸ World Bank, 2017, Solomon Islands: Systematic Country Diagnostic Priorities for Supporting Poverty Reduction & Promoting Shared Prosperity.

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

²⁰ <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>

²¹ All greenfield sites are being checked for possible UXO occurrence and in the case of positive contacts clearance will be undertaken before construction begins.

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.²² Thus, the project needs to ensure that women are meaningfully consulted and engaged during project design and implementation. A Gender Action Plan (GAP) supports the implementation of the UWSSSP, with several measures designed to increase women's participation in water subprojects including:

- Output One: targets to include 50% of women in WASH programmes and water user groups; vulnerability assessments to identify poor and vulnerable households who will be provided with subsidies and/or installment options for water supply; and special assistance for female headed households to support their applications for connections.
- Output Three: production of gender sensitive WASH materials to raise awareness at HH level of proper water usage and hygiene with strategic placing of posters etc in places frequented by women (with 50% of target being women); community partnerships with women's groups, youth groups and schools
- Output Four: 100% of SW staff receive gender training, at least twice over project duration; SW Board to include at least two women.

3.5 Land-use and Settlement Pattern

61. Western Province has the largest area out of the nine provinces in the Solomon Islands at 5,475 km² and has the fourth largest provincial population based on the 2019 Provisional census count with 94,209 population up from 76,649 population in 2009. The provincial capital is in Gizo near Munda and Noro.

62. 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. Western Province is one of five of the 10 islands in the Solomon Islands that practice matrilineal land tenure together with Guadalcanal, Central, Makira, Isabel and Western (IWDA, 2016). 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 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 implicitly²³. Colonialism has profoundly altered traditional norms regarding land inheritance and use. Often when long-term cash crops are planted on land, women lose control, access and benefits from the land. In

²² Source: Pacific Islands Forum Secretariat, 2008
<https://rmicourts.org/wp-content/uploads/PIFS-Land-and-Women.pdf>

²³ Source: Pacific Islands Forum Secretariat, 2008
<https://rmicourts.org/wp-content/uploads/PIFS-Land-and-Women.pdf>

terms of the project, it is important to safeguard women's interests in terms of clan rent payments to members.

3.6 Social Services

Health

63. Noro has a Rural Health Clinic (NRHC) that serves not only Noro Town but the surrounding villages, islands and settlements including villages such as Vona Vona, Kohinqo, Rawaki, Ziata, Baeroko and North New Georgia Islands. Health services available are free to all. The nearest hospitals are HGH Hospital in Munda and Gizo Hospital on Gizo Island. NRHC was repaired in 2015. The Ministry of Health and Medical Service's long term plan is to upgrade NRHC to an Area Health Centre ~~where~~ ~~by it~~ which will be managed by a Resident Doctor.²⁴

Education

64. There is a total of six schools in Noro. There are three kindergarten schools (Kagoshima Kindy, Baru Kindy and Roman Catholic Church Kindy) in Noro and primary and secondary schools (Noro Community High School)

Transport

65. Noro Ward has access to a good and reliable transport system (including sea and land public transport), basic infrastructure and a communication network which are a catalyst to urban development because they link to market outlets in the province, Honiara and overseas.

66. The main means of transport in Noro (Ward 25) is by walking, public transport, dugout canoes and dinghies with out-boat-motors (OBM), ships and vehicles. People use boats with OBMs or ships to travel to Gizo, the provincial capital, or to the national capital of Honiara. They use dinghies with OBMs or vehicles to catch flights at Munda airport. They either walk or travel by bus to get to work. Noro Ward is well catered for in terms of infrastructure and communication.

67. Land transportation routes are mainly served by gravel and asphalt roads, and an asphalt road to the international airport at Munda, is about 20 minutes' drive from Noro.

Communication

68. Cellular phone services are available in Noro and the majority of the population have access to the mobile service networks of either Our Telekom or Bmobile Vodafone, providing calling, texting and internet signals to the people in the town. Solomon Islands Broadcasting Corporation (SIBC) and AM 1, FM 4 Paoa FM, ZFM100, Wan FM, and Barava FM provides radio services to Noro. Two of the TTV branded analogue SD channels (TTV 1, TTV 2) are distributed to five major locations in the Solomons: Gizo, Noro, Munda, Auki and Lata. Distribution is via satellite and microwave links.²⁵ Natural hazard warnings are often communicated by mobile text

²⁴ Noro Ward Profile, Western Province, 2006

²⁵ https://en.wikipedia.org/wiki/Telecommunications_in_the_Solomon_Islands

messages by the National Disaster Management Office (NDMO). The SIBC which has a wider transmitted nationwide is also the choice medium for hard warnings.

Energy

69. Households use firewood, gas and kerosene for cooking and although SIEA/Solomon Power provides electricity for a third of households (38%), while a number of households are using solar power (57%) for lighting. Solar is sustainable and it is cost saving for the low paid working population because they do not have to buy fuel daily.²⁶ In all provinces, wood/coconut shells is the main energy source for cooking.

4 INFORMATION DISCLOSURE, CONSULTATION AND PARTICIPATION

4.1 Stakeholders

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

72. There are three main groups of stakeholders in the subproject: government, private sector, and civil society. Government agencies include the Ministry of Lands, Housing and Survey; Ministry of Environment, Climate Change, Disaster Management, and Meteorology; the provincial government; and the Ministry of Infrastructure Development. Large and small businesses in Noro, including Sol Tuna, NFD, and the small shop owners in town, comprise the private sector. Communities including women, customary landowning groups, affected persons, teachers/civil servants, women's groups and the rest of civil society. These groups were consulted during project design to confirm the potential impacts of the proposed water supply upgrading in Noro. Civil society organisations such as churches, women's organisations, and youth groups, were also consulted to identify potential social issues related to the water supply upgrading and expansion.

4.2 Consultations During Detailed Design Stage

73. Site visits, consultations, site visits, focus group discussions with men's and women's groups, meetings with landowners, and the Noro community were held by SW in 2020. A socioeconomic survey was also conducted in May 2019. Information on potential benefits, issues and concerns regarding the existing water supply and stakeholders' recommendations were gathered, and considered in the project design through these consultations.

²⁶ Noro Ward Profile, Western Province, 2006

74. A total of at least three community consultations were held by SW during detailed design on 12 May 2020, 3 March 2021, and 13 August 2021 attended by at least 66 people including women (36%), following consultations held during the feasibility study phase in 2019-2020. In addition, follow-up consultations with landowner representatives were also held by SW in Honiara with customary land representatives including the Talasasa group on 3 March 2021, and Zinihite and Biku representatives were also held in Honiara in March 2021 by SW and Suez consultants. **Error! Reference source not found.** presents the record of consultations. These consultations show a high level of support for the project by the Noro community, including the disputing landowners. All three customary landowners (Talasasa, Zinihite and Biku) provided SW with letters of support after consultations.

Figure 4-1 Community and landowners consultation held by SW/Suez on 12 May 2020



75. Remote consultations with the three customary landowner representatives continued through late 2021 and early 2022 to facilitate project awareness and identification of clan representatives to negotiate lease with SW. The table below provides a summary of those consultations:

Table 4-1: Consultation Held During Detailed Design

Date	Consulted Stakeholders	Participants	Discussion	Outcome
12 May 2020	Women, youth and other leaders. Also customary landowner/ APs.	41 (including 20 women)	Project scope and sites, GRM, concerns, and recommendations.	Community support for the project including women and APs.
3 March 2021	Meeting with Talasasa	1 landowner	Project scope and sites, GRM,	Talasasa tribe's support and

Date	Consulted Stakeholders	Participants	Discussion	Outcome
	tribal representative ()	3 SW/Suez (2 women)	concerns, and recommendations.	commitment to provide support letter to SW.
13 August 2021	Women, youth and other leaders. Also customary landowner/ APs.	13 (2 women)	Project scope and sites, inventory of losses, GRM, concerns, and recommendations.	Community support for the project. Also received recommendations esp for SW to lead negotiations with the 3 customary landowners to expedite water supply upgrading.
November 2021 – January 2022	Individual phone discussions with Zinihite, Talasasa and Biku/CCMV representative .	8 (all men)	Socioeconomic information, confirmation of representative(s) to be consulted by SW for lease negotiations, concerns and recommendations.	Clans are able to provide their official representatives to negotiate land lease with SW. Particularly, Talasasa and Zinihite named clan representatives have been provided and included in this LARP.
	Total	66 (36% women)		

4.3 Public Disclosure

76. As per the ADB SPS and WB Safeguard Policies, the LARP will be disclosed by SW to the APs/customary landowners and the general community after the Ministry of Lands, Housing and Survey have completed their detailed measurement survey as a Lands and Title Act requirement for the lease negotiation with the three clan/customary landowner groups. A follow up public consultation was held to present the project scope, timing and GRM on 13 August 2021.

77. Key questions from the public consultation include (i) project scope including if boreholes will be included in the proposed project (ii) SW to ensure local employment and contractor completion of payment to locals (iii) grievance redress process e.g. if community can complain to the Ministry of Environment for any environmental damage resulting from the construction (iv) water quality issues such as mitigation measures by SW when salination occurs (v) need for easement for the infrastructures (vi) sustainability of SW facilities (vii) community suggested SW to lead negotiation with customary landowners and encouraged the landowners to work together for the project move forward as soon as possible.

78. Lastly, the participants including the customary landowner/APs and the disputing clans requested SW to start the project soon. This is particularly in improving

the quality of their drinking water and continued supply. During public disclosure, the draft LARP will be made available in English in accessible public locations including the offices of Solomon Water Office, PMU, Ministry of Lands, Housing and Survey, Noro Ward Offices, and the Provincial Government as well as on the government and ADB's website. Solomon Water will also arrange to interpret and explain the key provisions in the commonly spoken language (pidgin) if needed.

5 GRIEVANCE REDRESS MECHANISM

5.1 Project Grievance Redress Procedure

79. During implementation, it is possible that people may have concerns about the project's safeguards performance including implementation of any LARP. **Table 5-1** below outlines the process that will be used to address complainant's concerns efficiently and in a transparent manner at subproject level based on the existing system for dispute resolution.

80. 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 5-1. 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.

81. **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 and refer sensitive complaints about GBV or sexual harassment in the project site and its personnel. This approach will be designed to keep any complaints confidential and to protect the privacy and safety of the complainant. Once sensitive gender complaint is received, it will be logged, and referred on to trained service providers.

82. SW's PMU Safeguards Officer or the PMU's Community Liaison Officer will be the focal point for assisting the project to receive and address project related concerns including resettlement and gender-based violence (GBV). If possible, complaints will (apart from sensitive gender issues) be resolved first by the Contractor on-site, through its community liaison officer, followed by the SW PMU, and then, if unresolved, escalate the concern to the SW Management and Tribunal comprised of the SW General Manager and responsible government authorities, as described below.

83. **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 the Ministry of Health that operates the Safenet 132 Hotline. After contract award, the Contractor will contract GBV service providers as part of the Contractor's Environmental and Social Management Plan (CESMP) and include the Family Support Centre in Honiara and its branch centre in Noro.

84. 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 2020²⁷, it requires that Investment Project Financing have a grievance mechanism that will be "proportionate to the potential risks and impacts of the project". The process for addressing SEAH issues In the Noro project will be informed by ADB's "Good Practice Note on Addressing Sexual Exploitation, Abuse, and Harassment in ADB-Financed Projects with Civil Works" (April 2023). For GBV, and particularly sexual exploitation and abuse and sexual harassment (SEAH) 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.).

85. 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.

²⁷ <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework>

86. 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.
- (ii) The GRM should not ask for, or record, information on more than the following related to the SEAH 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.

87. 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. This means that PMU will ensure that all relevant staff are trained in the proper protocols for addressing SEAH complaints.

- The GM should assist SEAH 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. In Noro, there is a family support service center operating there.
- The information in the GRM must be confidential—especially when related to the identity of the complainant. For SEAH, the GRM should primarily serve to: (i) **refer** complainants to the GBV Service Provider; and (ii) **record** resolution of the complainant.

5.2 GRM Process During Construction

88. 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 (**Error! Reference source not found.** 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.

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

- 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
- ensure the Contractor's CESMP reflect the elements of the GRM and that the Contractor will be responsible for implementing them including maintaining their own grievance register.

90. 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.

Stage 1 (Contractor/PMU)

91. To facilitate the management of grievances, as per SW requirement encouraging community participation, a Community Advisory Committee (CAC) will be formed by the Contractor, with PMU support. The CAC will be comprised by different community representatives and will be formed before construction to facilitate the involvement of the community stakeholders in receiving information, and facilitating grievance resolution. The CAC will be comprised of community representatives, including customary leaders, women, church representatives, and other relevant stakeholders in the project area. In terms of the GRM, CAC members may act as advocates or facilitators for those making complaints or grievances.

92. Any grievance should first be made known to the Contractor, CAC 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 discussion, 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.

93. 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)

94. 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.

95. 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)

96. 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.

97. 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.

98. 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.

99. 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 7**.

100. 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.

101. 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.

102. 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.

103. 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.

104. 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

105. **The Land and Titles Act** empowers the 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.

106. **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.

107. 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.

108. 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.

109. 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.

110. **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.

111. 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.

112. 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.

113. The Land and Titles Act governs compulsory acquisition of both alienated and customary land, under the following procedures²⁸: 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.

114. 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.

115. 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.

116. 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.

117. 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.

118. 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.

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

120. 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.

²⁸See para 62 below concerning relevant requirements of the Constitution.

121. **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.

122. 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.

123. In the Solomon Islands, approximately 87% of land is under the customary land tenure system, with all-natural resources belonging to customary landowners²⁹. 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.

124. 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 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.

125. There are two 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.

126. 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. (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.

127. **The Solomon Islands Water Authority Act 1992** provides the governance framework for SW and outlines their functions and powers. Section 12 provides an

²⁹Exemptions 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).

obligation for reasonable compensation to be paid by SW for damage or loss caused by works.

128. 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.

129. 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.

130. 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. The basis of the negotiation, including valuation of affected 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.)

131. **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 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.

Act	Description
	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 short or 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.
Environmental Health Act 1980	An Act protecting environmental health of the country. 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. (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. 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.
Labor Act	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: (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 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. (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;

Act	Description
	(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. (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. (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. (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.
	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.
	39. Women shall not be employed during the night in any undertaking, except where the night work are : (T) has to do with raw materials or materials in course of treatment which are subject to rapid deterioration; or ... (U) is that of a responsible position of management held by a woman who is not ordinarily engaged in manual work; or ... (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.
	46. No child under the age of twelve years shall be employed in any capacity whatsoever.
	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...
	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.
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

Act	Description
	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

132. The World Bank's Environmental and Social Framework (ESF) became effective in 2018, and aims 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.

133. There are ten Environment and Social Standards (ESS) of the World Bank, created to inform decision making, ensuring that projects financed by the Bank are environmentally and socially sustainable. These policies include: ESS5 Land Acquisition, Restrictions on Land Use and Involuntary Resettlement; ESS1 Assessment and Management of Environmental and Social Risks and Impacts; and ESS10 Stakeholder Engagement and Information Disclosure.

6.3 ADB Safeguard Policy Statement (2009)

134. 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.

135. 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

136. 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.

137. Table 6-1 provides this overview.

Table 6-1: 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 payment of reasonable compensation.	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.
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) additional revenues and services through benefit sharing schemes where possible.	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 compensation (within 3 months); the requirements for payment are set out in s81; and the provisions for compensation are set out in s83.	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.

	There is no legal instrument or policy in the Solomon Islands that addresses displacement of informal settlers		
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.
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

137. The project will follow provisions in the LARP for determining eligibility and compensating for all losses resulting from land acquisition or restriction on land use or access. As stipulated in ADB's SPS, APs are entitled to receive compensation at full replacement cost, and other resettlement support such as assistance with relocation, if applicable. 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 would be entitled to receive compensation for assets attached to land and other assistance as required. However, there are no non-titled APs. Households headed by women and other vulnerable households will receive additional further assistance including priority for local unskilled employment during construction.

138. Under the SPS, affected land occupiers (gardeners) are entitled to be compensated at fair market value for their crops and trees as stated in the Project's Resettlement Framework. However, there are no crops and trees on the site of the reservoir and WTP. Confirmation of the number of clan members owning the land is still pending.

7.1 Assistance for Vulnerable Groups

139. There were no vulnerable groups identified during detailed design. Under ADB SPS, vulnerable groups (e.g. households headed by women, disabled, poor, elderly, chronically ill and are unable to work, landless) if present in the project site should 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. However, at present, no assets or livelihoods will be affected by the project and this stipulation does not apply to the project site.

140. The project will follow eligibility and harmonized SIG and ADB/WB policy-based entitlement matrix for all types of losses resulting from land. **Table 7-1** below summarizes the Entitlement Matrix.

Table 7-1: Entitlement Matrix

LOSS OF LAND OR ACCESS TO LAND		
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/leaseholder and land will be returned to the landowners after rehabilitation to original or better condition. Possible compensation may include: (i) provision of 30 days' notice regarding construction activities, including duration and type of disruption; (ii) contractor's actions must ensure there is no income/access loss through provision of access etc.; (iii) assistance to mobile vendors/hawkers to temporarily shift for continued economic activity; (iv) for construction activities involving unavoidable livelihood disruption, compensation for lost income or a transitional allowance for the period of disruption, whichever greater; and (v) restoration of affected land, structure, utilities, common property resources. Compensation at 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)	Provision of unskilled work during construction. Additional cash assistance depending on extent of disruption to vulnerable AP's means of livelihood, if applicable. This may include 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 as agreed with the APs during consultations.
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

142. 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 8-1** below outlines the roles and responsibilities of SW and the key agencies roles and responsibilities for the implementing, monitoring and reporting of the progress of LARP requirements.

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

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

145. **The PMU established an Environment and Social Unit (ESU)** that will ensure all relevant safeguard plans are implemented and meet their intended objectives. The hired team is composed of an international and national social safeguards specialist and an international and national environmental safeguards 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 LARP 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;
146. 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 including the provincial government 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 LARP.
 - Update LARP as required if there are unanticipated impacts during project implementation and prepare corrective action plan if there will be non-compliance.
147. Solomon Water will also coordinate with Commissioner of Lands (COL) and Ministry of Land, Housing and Survey (MLHS) and other relevant government agencies for any land acquisition process.
148. Solomon Water will also coordinate with the host Provincial Government in each of the provinces to facilitate consultation with local landowners, possible affected persons and to assist Solomon Water in resolving grievances unable to be resolved at the contractor's level prior to being elevated at PMU.

Table 8-1: Resettlement Implementation - Roles and Responsibilities

Agency	Roles and Responsibilities
Solomon Water	• 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
Solomon Water PMU	• Manages the social and resettlement aspects of the project • Finalizes project decisions concerning land acquisition in consultation with appropriate government agencies. • Prepares and updates of LARP during implementation. • Coordinates with MLHS/COL to initiate land acquisition process • Establishes grievance procedure as outlined in LARP • Ensures SEAH complaints follow WB and ADB procedures and ensures appropriate staff are trained to implement them. • Provides data and other information to external monitoring agencies • Prepares completion report
MLHS/COL	• Oversees and supports land acquisition and resettlement process as the national agency responsible for land acquisition • COL appoints LAO • Solomon Water makes payments. • COL registers transfers in Land Registry.
Provincial Government	• Role will include as co-Chairperson of the Community Advisory Committee in the province. CAC to be formed by contractor prior to commencement of civil works as per SW community engagement policy. The CAC will be established by January 2025.

149. All funds required for compensation for affected land, structures, including the provision of various allowances, will be allocated for by the government through SW. Solomon Water will ensure that adequate funds are available for providing payments 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

150. The LARP will be amended should there be changes in the project design, and if a case of unanticipated impact is identified during implementation, SW's land acquisition and resettlement specialist will update the LARP. At this stage, all land arrangements must have been negotiated through a memorandum of understanding.

151. Once all land agreements had 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.

152. Solomon Water's PMU will prepare a compensation completion report after the final land negotiations have 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

153. The project is expected to be implemented at the earliest in 2022. SW will negotiate with the customary landowners to complete the land acquisition or secure a lease if the land acquisition proved to be difficult to achieve in the short term. SW's payment of compensation or lease will be completed prior to start of construction.

154. The tentative schedule for the land acquisition, or lease negotiation, is presented in the table below, but depends on the timing of signing of any MoU or agreement.

155.

Table 8-2. Implementation Schedule

S.N.	Activities	Estimated Timing	In-Charge
1	Re-confirmation of scope of works	June 2023	SW/PMU
2	Initiation of the 5 th Land Acquisition Process with introductory meetings held with those affiliated to the Ziata land at Noro, Munda and Ziata area about this new acquisition process. Public notices were put up regarding the date of the public hearing of possible claimants to the area of interest.	July 2023	Ministry of Lands, Housing and Survey. LAO
3	Public hearing – submission of claims to the land.	September 2023	MLHS - LAO
4	Determination of land ownership for WTP, reservoir site and river Intake through the 5 th Land Acquisition Process which includes identification	October-December 2023	MLHS

S.N.	Activities	Estimated Timing	In-Charge
	and verification of LOs. MOU signed between COL and newly determined LOs on 13 December 2023, subject to any appeals.		
5	Land Acquisition Appeal Period of 3 months (from date of records or determination).	January 2023 – March 2024	MLHS
6	Letter of Award issued to preferred Contractor	25 January 2024	SW/PMU ;
7	Contract agreement executed	14 March 2024	SW/PMU
8	Possession of site to commence as per contract 15 July 2024 (but deferred)	19 August 2024	SW/PMU
9	Mobilization of contractor to site	21 October 2024 (tbc)	Contractor
10	Court hearings of appeals ongoing	April 2024 – 2025 (duration not known exactly)	Magistrate Court High Court LO groups
11	Signing of MOU between SW and the landowners' representatives of the 2017 determined acquisition (awaiting appeal of 2023 acquisition final determination by COL) to allow project access to the site to enable implementation while the acquisition process continues through the appeal process. (MOUs with LOs signed 29 Oct 2024, SW Board approval in late October, and then Cabinet approval (possibly November 2024),	29 October 2024	MLHS /COL SW Ziata LO groups (all)
12	Completion of LARP report and submission with attached draft MOU to ADB/World Bank to receive conditional No Objection	October 2024	SW/PMU
13	Following resolution of the land issues by courts, survey and registration of the area of interest and vesting of PE in landowners' representative's (trustees) names.	November 2024- March 2025 (exact duration of court case unknown)	MLHS LOs SW
14	Execution of lease agreement and payment of premium and rental. Taking formal possession of the land.	March / April 2025 (indicative) following survey & registration	SW MLHS
15	Formation of Community Advisory Committee (CAC) at local/provincial level comprised of representatives from the claimant clans, women, and other key stakeholders.	January 2025	SW/PMU Contractor
16	Continued consultations with landowners through CAC and with general project community.	Prior to and throughout construction & operations phase	SW/PMU Contractor
17	Set up hardstand and establish WTP site compound. Commencement of grounds works	21 October 2024	Contractor/ SW Engineer
18	Construction of structures ; Mechanical works and electricals	11 Oct 2024 – 27 April 2025	Contractor / SW Engineer

S.N.	Activities	Estimated Timing	In-Charge
		9 May 2025 – 13 July 2025	
19	Ziata intake site works	14 May 2025 – 22 June 2025	Contractor / SW Engineer
20	Civil works at reservoir site	15 May 2025 – 1 August 2025	Contractor / SW Engineer
21	Demolition of existing structure	7 August 2025 – 26 August 2025	Contractor / SW Engineer
22	Monitoring and reporting to donors and SIG	Ongoing as of January 2024 – Sept 2025	SW/PMU
23	Completion of works and handover	550 days after start date (22 Sept 2025)	SW/Contractor

9 BUDGET AND FINANCIAL PLAN

155. The LARP budget on the table below was prepared based on the latest lease transaction in Noro for affected lands. The budget includes an allocation for payment of affected lands and contingency costs. The estimated costs will be financed by the government using counterpart funds. Valuation of affected land assets will be carried by the SW PMU Safeguards' Unit with the Ministry of Lands, Housing and Survey. SW will release sufficient budget for the implementation of compensation, and related activities in an appropriate and timely manner.

156. Error! Reference source not found. below shows the estimated budget to implement the RP activities for the water supply upgrading project, amounting to [REDACTED].

Table 9-1: Summary of Compensation Cost

SN	Items	Quantity	Cost (SBD)	Cost (USD)
A	Compensation			
	(i) Total lease payment for land	2,900 m2	[REDACTED]	[REDACTED]
		Sub Total (A)	[REDACTED]	[REDACTED]
B	(ii) Detailed Measurement Survey (DMS)		[REDACTED]	[REDACTED]
C	(iii) Consultations		[REDACTED]	[REDACTED]
		Sub Total (B+C)	[REDACTED]	[REDACTED]

		A+B+C		
		Contingency (20%)		
		Total		

10 MONITORING AND REPORTING

157. The SW PMU through their Environmental and Social Unit (ESU) will deliver monitoring and reporting throughout the project cycle. Every six months, all work of the ESU will be collated into a Semi-Annual safeguard monitoring report (SMR) 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 transparency to project delivery outcomes. The ESU will also have input into regular quarterly project progress reports, ensuring that social safeguards are treated in an integrated manner. Every quarter, the progress reports will also include a Gender Monitoring Matrix, to track progress of the GAP for the project.

158. The ESU will document ongoing consultation efforts, recording issues of discussion and participants. This is particularly important during the LARP 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. The CAC will act as bridge between community members and contractor to facilitate communication and efficient resolution of community issues regarding the project. While the CAC will not be doing any formal safeguards monitoring, they will be an important part of SW's engagement strategy with the community, and will be able to report any community problems, and act as advocates for community members where appropriate.

159. It is critical that all consultation meetings present 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.

160. Monitoring of the LARP 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 110-1 below.

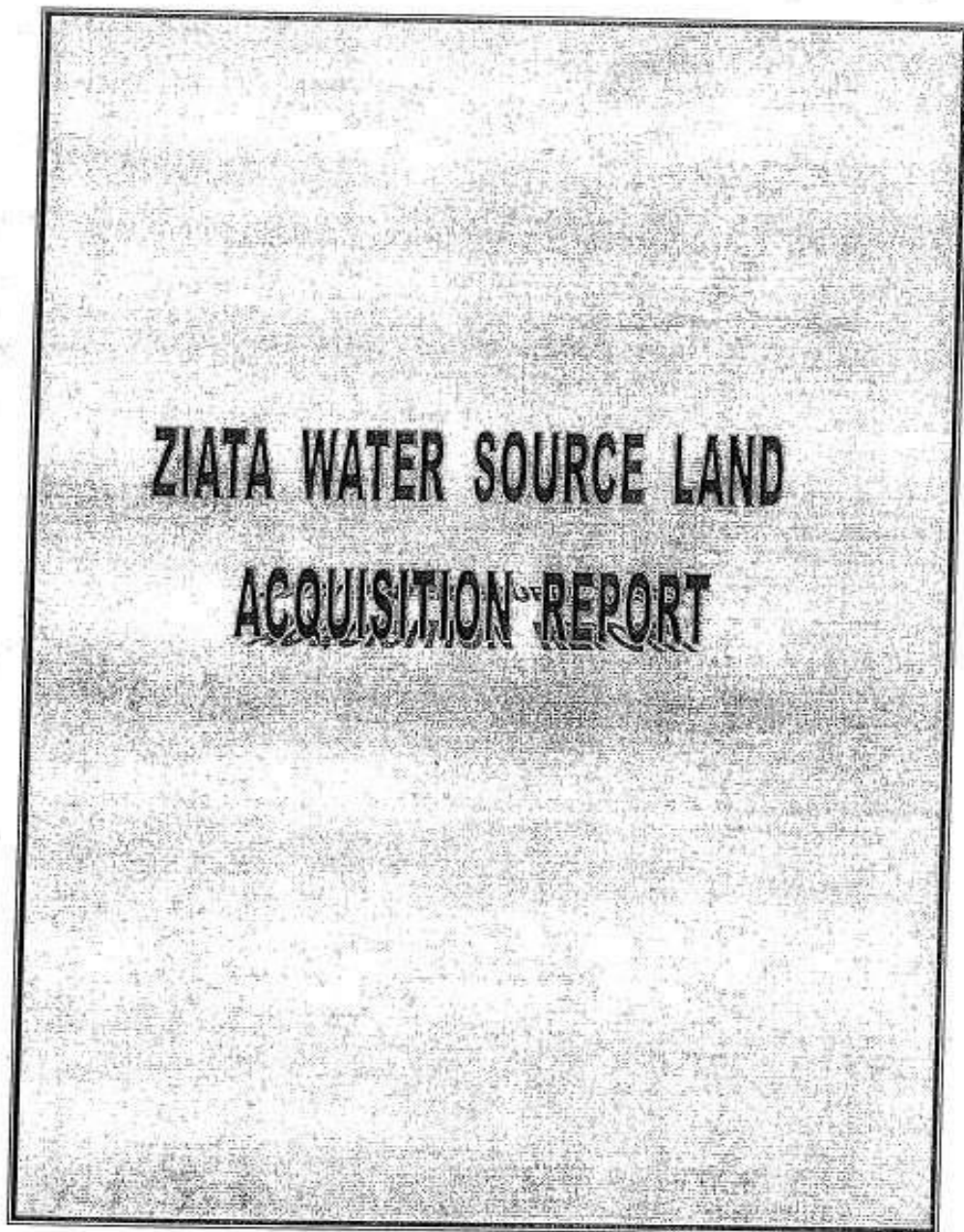
Table 110-1 Basic Indicators for Monitoring

Aspect	Indicators
LARP implementation	General and overall compliance of resettlement activities with the LARP, 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 land assets; and
Budget and timeframe	Are land acquisition or lease activities being achieved against agreed implementation plan? Are funds for land acquisition or lease being allocated on time?

	Has SW received the scheduled funds? Have funds been disbursed according to the RP?
Delivery of AP entitlements	Have the APs received compensation and/or entitlements for land, trees and structures in accordance with the entitlement matrix?
Consultation, grievances, and other issues	Have resettlement information brochures/leaflets been prepared and distributed? Has the updated LARP been disclosed locally? Have consultations taken place as planned? Have any APs used the grievance redress procedure? What were the outcomes? Have conflicts been satisfactorily and timely resolved?
AP satisfaction	Are APs satisfied with consultation, adequacy of compensation, and timeliness of compensation payment? Is the GRM working as planned, providing a timely and effective resolution process for APs?
Vulnerable group issues	Assessment of the appropriateness and effectiveness of various entitlements, programs and activities and methods of delivery for various vulnerable households and groups, (including women) and the need for adjustment or additional measures.
Transparency	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

Appendices

Appendix 1:—Ziata Water Source Land Acquisition Report (28 July 2010)



Proceedings of	:	First Part of the Acquisition
Held at	:	Noro Town on 26 th July 2005
By Acquisition Officer	:	Larry P. Palmer
To acquire	:	Ziata Water Source Land Acquisition Report

BRIEF HISTORY

When Muziboko area was identified to be a new fishing base for the new Solomon Taiyo Company, the need for a water source to serve the establishment immediately came into reality. The minds of the locals in and around Munda became boggled up. Here is the opportunity for easy money.

The government sub-station became the focal point and the door to Noro, the new town. A few of the locals, who resided in and around the sub-station became more attached to the government and company officials who were passing in and out. Somehow a source was recommended and without wider consultation it became the subject of acquisition.

ZIATA IN RETROSPECT

There is much truth in observation that if you want to understand the present you must first understand the past. The circumstances of today were shaped by the events of yesterday. To predict what will happen tomorrow, you always need to understand what is happening today. But what is happening today does not reflect the truth of the past. So, how do we go about Ziata? What steps are we going to take? Why is this so important to us? What do we need to know from the past? How can we practice what we've learned from the past? What can we do with what we've learned? Apply acquisition.

ACQUISITIONS

The acquisition of Ziata Water Source has been a long outstanding issue between the Government and the landowners of Kazukuru Left Hand land. This has been long and marred by conflicts amongst the relevant tribal groups. A few landholding groups wanted to bottleneck the whole acquisition process and hinged tightly on a string of legal proceedings going back to the early seventies.

The Commissioner of Lands had in the past appointed several acquisition officers to acquire the water source site, believing that good will prevail. However, these attempts never eventuated. It was not deliberate but was due to prolonged process by disputes, legal entanglements and other issues. Location map is annexed and marked as appendix Z1.

FIRST ACQUISITION

On 7th March 1984 an Acquisition Officer was appointed. Just within the scope of one month a determination was made on 17th April 1984. It must be understood that majority of Ziata's Landowners live outside of Munda Station. Only two notices for hearing were displayed.

One at Lambete Station and the other one at Noro Town. No body was aware except two parties. (Talasasa/Zinihite and Rex Biku) The determination of the Acquisition Officer was not accepted by one of the parties (Rex Biku). On 12th June 1984 an appeal was lodged to Magistrate Court (W). Somehow the appeal was not accepted.

By letter of 23rd August 1984, Commissioner of Lands informed the Provincial Secretary (W) that there was no properly constituted appeal. I recalled the necessary fee of \$5.00 was not paid.

On 11th August 1984, Rex Biku strongly requested a reconsideration of his appeal. Nothing has really happened after that. From what I have gathered later on the acquisition officer in 1984 was said to be biased. I don't really know about the veracity of that piece of information but the whole issue was aborted. To me it was clearly a legal manipulation.

Below is what the High Court said.

"In about 1984 the Government, represented by the Commissioner of Lands, the second defendant, was desirous of acquiring Ziata land in the Kazukuru left-hand land for the purpose of obtaining the rights over Ziata River water source to supply water to Noro Township. The second defendant appointed David Gina as an acquisition officer to acquire Ziata land where the water source is. A determination was made by Mr. Gina the acquisition officer to acquire Ziata land where the Water source is. A determination officer on 17th April 1984, in which he determined that John Wesley Talasasa and Jacob Zinihite were the rightful persons to receive the purchase price over the Ziata land. Rex Biku who was one of the claimants appealed to the Magistrate's Court in on about 19th June 1984 (date received by the Magistrate's Court) against the acquisition officer's decision. That decision was dismissed on the basis of late payment of the appeal fee.

Rex Biku then appealed to the high court which allowed the appeal and ordered the Magistrate's Court to hear the original appeal against the acquisition officer's decision made on 17th April 1984. Following the High Courts order, the Magistrate's Court, Gizo, heard Rex Biku's appeal and allowed it. The Magistrate's Court on 10th June 1987 decided that the matter be referred to a different assessor".

SECOND ACQUISITION

In 1990 the Commissioner of Lands appointed another acquisition officer, Mr. Mason Nesa. On 25th Sept. 1990 he held the Public Hearing at Munda and determined on 17th April 1991 that Gordon Kiko Zinihite, Luxton Zovere, Timothy Ninibi, Kiliver Kaepeza and John Roni had the right over the Ziata land. Mr. John W. Talasasa and Rex Biku appealed against that decision to the Magistrate's court. The court heard the appeal and ordered that another acquisition officer be appointed to conduct a new acquisition proceedings.

Below is what the Court Said.

"Following the Magistrate's Court decision of 10th June 1987, the Government appointed a new acquisition officer by the name of Mason Nesa for the purpose of acquiring the Ziata land. On 25th September 1990 the acquisition officer held a Public Hearing at Munda following which he determined on 17th April 1991 that Gordon Kiko Zinihite, Luxton Zovere, Timothy Ninibi, Kiliver Kaepeza, John Roni had the right to lease the land and to receive the rent. Rex Biku and John W. Talasasa who were among the claimants, appealed to the Magistrate's Court against the acquisition officer's decision. The Magistrate's Court, Gizo heard that appeal and allowed it on 18th December 1991. It further ordered that another new acquisition officer be appointed to conduct a new acquisition proceedings pursuant to section 63 of the Land and Titles Act. It was also further ordered that the new acquisition officer's hearing be confirmed to hearing the claims by Zinihite, Rex and Talasasa the first defendants".

THIRD ACQUISITION

In 1997 another acquisition officer was appointed by the Commissioner of Lands. On 23rd April 1997 he conducted the hearing but confined to Talasasa, Zinihite and Biku. He made an agreement for lease with John W. Talasasa, Rex Biku and Gordon Kiko Zinihite on 25th April 1997. The acquisition officer Mauris Maeke died shortly after the proceedings and did not display CL5 and CL6 notices. I checked the forms and I found that they have been wrongly completed that they would not effect registration.

Below is what the Court said.

"Pursuant to the magistrates Courts' Order of 18th December 1991 new acquisition officer Mr. Mauris Maeke Ferguson, was appointed to conduct a fresh acquisition proceedings in accordance with the provision of Part V of the Land and Titles Act. The claimants at the hearing conducted on 23rd April 1997 were confirmed to Talasasa, Zinihite and Rex Biku. At that hearing the claimants "confined" their differences and agreed to execute the CL2 forms which was the agreement for Lease of Customary land. Before that was done objection was taken by Mrs. Nuatali Tongarutu who claimed that she should be recognized as the representative of the late Zinihite. Gordon Kiko Zinihite, the son of late

Zinihite, argued, however, that he should be the rightful person to represent his father. No compromise was reached and so the acquisition officer determined that Gordon Kiko Zinihite was to represent his father, late Zinihite.

Following that, an argument to lease the Ziata land was made on 25th April 1997. There has been no further claims received. The parties to that agreement were John Talasasa, Rex Biku and Gordon Kiko Zinihite as Lessors and the Acquisition Officer on behalf of Commissioner of Lands as the Lessee. The actual agreement to Lease Ziata was signed on 30th October 1997.

How could Ziata Water Source be registered?

Another acquisition proceedings based on Courts Order is to be carried out by another assessor and all the acquisition forms must be properly and professionally completed by the new assessor.

New Acquisition Officer

By notice of appointment dated 10th May 2005, the Commissioner of Lands appointed me as acquisition officer for purpose of acquiring Ziata Water Source to supply water to the Noro Township. The appointment was made pursuant to Section 60 (1) of the Land and Titles Act (Cap 133, hereinafter referred to as "the Act"). A copy of an appointment is annexed and marked as appendix ZII.

Agreement for Lease

The duties of the Acquisition officer are set out in Part V of the Act. Under section 61 of the Act I am required inter alia to "Make a written agreement for the purchase or lease of the land required with the duly authorized representatives of such owners". Pursuant to above said appointment I held a first public meeting at Noro on 26th July 2005, at 10.00 am. This is to cause the boundaries of the dam site to be demarcated on the ground or upon the plan in such manner as to bring them to the attention or notice of the landowners or any person affected.

This hearing was attended by 21 people. Having explained to the landowners the requirements and procedures of the acquisition I asked them to ask any question if they have any. Mr. Eki Daga asked whether it is possible to walk around the site. It is possible, I responded. The meeting was adjourned for demarcation purpose. I have been walking around the site in early 1984 and so I am familiar with the place. However, I demarcated the boundaries of the site on the map which was prepared by the Department of Lands. Having done that the meeting was resumed and I made a written agreement for lease with John W. Talasasa, Rex Biku and Gordon Kiko Zinihite. This was done in accordance with section 61(a) and (b) of the Act. A copy of the agreement is annexed and marked as appendix 2111.

PUBLIC NOTICE CL3.

Following the above mentioned agreement, I published a Public notice to inform landowners and the public that I have made an agreement for lease and that I will hold a Public Hearing on 1st August 2005 at Noro.

As an acquisition officer it is obligatory or mandatory upon me under section 62 of the Act to publish such notice. But the manner in which such notice is to be published is at the discretion of the acquisition officer and as long as I published it I consider it to be adequate or most effective in bringing it to the attention of all persons affected detail inter alia of the said agreement and of another public hearing to hear any contrary claims is sufficient compliance with the provision of the Act. The notice was displayed at Noro, Kindu, Lambete and Dundee. A copy of the notice is annexed and marked as appendix ZIV.



Date: 26th July 2005

Proceedings of : Second Part of the Acquisition Continue
Held at : Noro, on 28th July 2010
By Acquisition Officer : Larry P. Palmer
To acquire : Ziata Water Source

PUBLIC HEARING

On 28th July 2010 I conducted a Public hearing at Noro. The landowners were not happy because they were not quite prepared for the meeting. For that reason they would like to have some times to discuss some of the issues among themselves and thus would like to postponed the hearing to 29th July 2010. I agreed with them so the hearing was postponed till the next day.

On 29th July 2010, at 1.00 pm the hearing resumed. Mr. Joseph Douglas opened the hearing with words of prayer. There were 26 people came to this very important meetings. He then explained to the landowners why I was there and the purpose for being there, that is, to complete the hearing that I left before. Everyone is happy and agreed that I have to complete the acquisition of Ziata Water Source.

Before the hearing began Mr. Billy Gina told the Acquisition Officer that his brother Gordon Kiko had passed away and someone in the family has to replace him. He infact appointed his own son Clinton in his letter dated 28th April 2010, to survive him. A copy of his letter is annexed and marked as appendix ZVI. However, the family of late Zinihite did not agree with the appointment and asked the Acquisition Officer to step in. I explained to them that the Act does not stated that it is the function of the Acquisition Officer to determine the identity of the trustees. Owing to that, I declined to intervene.

Nevertheless, the family still insisted to be given a bit of time so that they could discuss and appoint who is suitable to replace the late Gordon Kiko. Again, I agreed with them and allowed the meeting to be adjourned. The meeting adjourned at 2.00 pm.

At 2.30 pm the meeting resumed and the family having decided, appointed Mr. Billy Gina to replace his brother the late Gordon Kiko. A copy of the appointment of Billy Gina tendered to me during the meeting is annexed and marked as appendix ZVII.

Due to above change I made a new Agreement for Lease with the following:-

John W. Talasasa
Rex Biku
Billy Gina

A copy of the new agreement for lease is annexed and marked as appendix ZVIII.

Rehearing of the Rival Parties.

Pursuant to above agreement I proceeded to rehear the parties. I asked the 3 parties to submit their submissions or claims separately to me. Mr. Rex Biku informed the Acquisition Officer that they would not submit any claims because they have already "Reconciled" during the hearing conducted by the late Mauries Maeke. (Acquisition Officer). We are now together again, he said.

Below is what the late acquisition officer, Mr. Maeke said in his report:-

"During the hearing prior to my calling of evidences, the most significant development that emerged between the rival parties is what I term a "Reconciliation". A copy of a letter by Mr. John W. Talasasa and Rex Biku was hand delivered to me marking that rival parties have come together and have agreed to execute the CL2 forms."

I quoted the above statement from the photo copies of the late Maeke's report which was tendered to me. No issue is raised as to the authenticity of these copies and so I am satisfied I can rely on them as correct and accurate copies of the relevant pages of his report.

Ronald Bei Talasasa Jrn. - Submission

Mr. Ronald Bei Talasasa Jrn. also tendered his sub-mission to me in respect of the Royalty distributions under the respective parties of Ziata Water Source. A copy of his submissions is annexed and marked as appendix ZIX.

Mr. Ronald Bei Talasasa has also mentioned the names of John, Rex and Gordon as parties of the Land subject to this acquisition. This indicates that he too was of the opinion that the three persons are the rightful persons to lease the subject land to the Commissioner of Lands.

I did not hear any other claims as the parties have reconciled but I had in front of me a report of the former acquisition officer, the late Mauris Maeke, Ronald Bei Talasasa's submission plus other information, and what is quite clear to me was that there was evidence on which they based their conclusions on, that John, Rex and Gordon (Now Billy Gina) have the right to lease the subject land, and that was not an unreasonable conclusion. To that extent I felt obliged to vest the ownership of Ziata Water Source land to John, Rex and Gordon (Now Billy Gina).

Determination of Acquisition Officer

Following an agreement I made with John W. Talasasa, Rex Biku and Billy Gina I held a Public hearing at Noro on 29th July 2010. There were no claimants against the agreement and so I determined that the following persons have the right to lease the subject land to Commissioner of Lands and to receive the rent:-

John W. Talasasa
Rex Biku
Billy Gina

Appeal

Any person who wishes to appeal against any act or decision by me may appeal to the Magistrate's Court at Gizo, Western Province before 4th December 2010.



Date: 20th July 2010

Appendix 2: Court Decision On Ziata Water Sources Ownership 13 March 2017

13
Court

IN THE WESTERN MAGISTRATES COURT OF
SOLOMON ISLANDS, SITTING IN GIZO
IN THE WESTERN PROVINCE:

Land Acquisition Appeal Jurisdiction:



IN THE MATTER OF APPEAL AGAINST THE DETERMINATION OF THE LAND
ACQUISITION OFFICERS, MESSRS DAVID GINA, MAURICE M. FERGUSON
AND LAURY P. PALMER OVER THE ACQUISITION OF ZIATA WATER SOURCE
OR "RIVER", IN THE SOUTH WEST OF NEW GEORGIA ISLAND:

BETWEEN:

LUXTON JOVERE

(as representative of the Evuvulu Clan of Kindu Tribe)

First Appellants

AND:

PATT R. LOE

(Representing the members of the Dan labule clan of Kindu Tribe)

Second Appellants

AND:

HENRY NGUMI

(Representing the Toga Rauru clan of Kindu tribe)

Third Appellants

AND:

JOHN W. TALASASA

Messrs Garry FA'AITOA appears on behalf of the Appellants
Messrs Nelson LAURERE for the 1st Respondents
Mrs Nuatali TONGARUTU for the second & third Respondents

JUDGMENT

Preliminary proceedings

- (i) The Western Magistrates Court has undertaken a way forward and relisted all the outstanding acquisition cases to be disposed within the first quarter of 2017 legal year.
- (ii) In this respect, Ziata Water Resource Acquisition file number 55 and 56 of 2010 was listed by way of Notice of Hearing to be heard on the 20th day of February 2017 at Gizo Magistrates Court. The Notice of Hearing was dispatched to all parties on the 25th day of January 2017.
- (iii) On the 20th day of February 2017, the matter was basically dealt with on what is term as preliminary proceedings. This is to allow parties whether there is change of circumstances or any other issues may need to be sorted out before the actual sitting.
- (iv) At the outset, there were two Appeals filed against the Acquisition process on Ziata water sources. One of it is file No: 55/2010 where instigated by Billy VEO, Hugh William BENNETT and Hopeful PIOSASA. The other file is Appeal file No: 56/2010 instigated by Luxton JOVERE, Patt LOE & others.
- (v) Mr Hopeful PIOSASA who briefly appear on behalf of the other co-appellants tendered their intention to discontinue their Appeal. A notice of discontinuation of appeal No: 55/2010 was tendered and confirmed.
- (vi) In relation to CLAC Appeal case No: 55/2010, further Order was made on the following directions:-
 - (a) Request for adjournment is refused. The Appeal to proceed as on the normal acquisition proceedings.

- (b) Written submissions by both parties to be filed by Wednesday 22nd February 2017 and subsequently any respond to be filed by 24th February 2017.
- (c) Ruling on the 13th of March 2017 at Gizo Magistrates Court,
- (d) As of cost, the cost of this proceedings in the sum of \$10,000.00 is granted and made against the Appellants to be paid within 7 days.
- (e) A change of circumstances was made upon written submission by Counsel for the Appellants for further adjournment. An extension of time for filing of written submission is extended to the 13th of March 2017.

Introduction

1. This is an appeal made by the first, second and third Appellants under section 66(1) of the Land & Titles Act [CAP 133]. The appeal was filed sometimes in 2010 against three subsequent determination of the Acquisition Officers, Messrs: David GINA, Maurice M. FERGUSON and Laury P. PALMER over the acquisition of Ziata water resources in the South New Georgia Island.
2. This appeal is made in accordance to section 65(1) of the Land & Titles Act [CAP 133], in which the Appellants to this appeal have both relying on their grounds of appeal submitted in 2010 in support of their sworn statements and court decisions.
3. The grounds of appeal were consolidated by the three Appellants and filed on the same line of argument which they have outlined them as follows:

Grounds of Appeal

- (i) *That the first, second and third Respondents have no legal right to sell, lease and rent to the Commissioner of lands the first, second and third Appellants and their tribes land traditionally known as the Tirokiaba land and from within the "Ziata water supply source lies.*

- (ii) That the first, third and fourth Acquisition officers namely David Gin Maurice M. Ferguson and Laury P. Palmer erred in law and not con with section 61(a) (b) of the Lands & Titles Act; in that:-
- Cause the boundaries of the land to be demarcated on the grou or upon a map or plan in such manner as to bring them to the no of the persons affected.
 - Make a written agreement for the purchase or lease of the land required with the persons who purported to be the owners or with the duly authorised representative of such owners.
- (iii) That the Acquisition officer stated in Para 2 above erred not to published in such manner as he considers appropriate or most effective for the purpose of bringing it to the attention of all parties or persons affected thereby, notice:
- (a) Of the agreement made under section 61(b);
 - (b) Of the arrangement made for the public hearing by him in the area to be decided any claims,
 - That the vendors or lessor named in such agreement are not the owners; or
 - That such vendors or lesser do not have the right to sell or lease the land and to receive the purchase money or rent; and
 - (c) Requiring such vendors or lesser and claimants, if any to attend.
- (iv) The third Acquisition officer Mr. Maurice M. Ferguson erred not to hold any public hearing but only for rehearing and was restricted only to the three persons namely John W. Talasasa, Rex Biku and Gordon Kiko Zingihite, hence breaching the provision of section 63(a)(b) of the Act. Mr Ferguson falsely applied section 63(a) by saying that there were no claimant made.
- The fourth Acquisition Officer Laury P. Palmer attempted to hold a public hearing in compliance with section 63(a) (b) on his first hearing but was distracted by Ms Nuatali Togarutu saying a related High Court case was pending. On the second attempt, Laury P. Palmer erred only

determined that Gordon Kiko Zinihite, Luxton Zovere, Timoty Ninibi, Kiliver Kaepeza and John Roni had the right over the Ziata land.

11. The determination was not went down well with John W. Talasasa and Rex Biku, however, appeal against that determination to the Magistrate Court. The Magistrate Court allows the appeal and ordered to appoint a new acquisition officer to conduct a new acquisition proceedings on Ziata water source land in accordance to part V of the Land and Titles Act. The Court in that instance further ordered that the new acquisition officer to hear the claims made by Zinihite, Rex Biku and John W. Talasasa.

Third Acquisition Officer Appointed

12. In 1997, the Commissioner of Lands appointed Mr. Marice M. Anderson as a new acquisition officer to conduct the hearing on Ziata acquisition process. On the 23rd of April 1997, Mr. Mauric M. Ferguson conducted the hearing which confining to the order of the court to have Talasasa, Zinihite and Biku. Unfortunately, Mr. Ferguson died instantly after the proceedings and did not display CL5 and CL6 notices.

Fourth Acquisition Officer Appointed

13. By notice of appointment dated 10th of May 2005, the Commissioner of Lands appointed Larry P. Palmer as the new acquisition officer to carry out proceedings based on Court Orders that a new assessor and all the acquisition forms must be properly and professionally completed.
14. This acquisition proceeding was not completed because Mssrs Nuatali TONGARUTU had objected to it. The acquiring process does not proceed on that basis until 2010.
15. After many discussions and meetings between the landowners and the National Government, Mr Larry PALMER was re-appointed to complete the acquisition process of Ziata water source from 2005 process.
16. From this fourth acquisition process in 2010, the Appellants aggrieved and submits their appeal to this court. This appeal was not footed until the court's undertaking in 2017 to deal with outstanding acquisition cases within the Western Magistrates jurisdiction.

17. I have the opportunity to read through all the relevant papers pertaining the issue of Ziata water sources land acquisition process, from the first acquisition to the fourth acquisition process.
18. I have also noted with interest all the court proceedings and court's judgments or decision related to this land the Kazukuru left hand land (KLH) particularly to portion of land known as the Ziata water sources.
19. There were actual six grounds of appeal submitted by the Appellants at the outset of this case. There was no additional or amendment ground of appeal made to those reasons submitted in 2010.
20. Hence, the court have considered those appeal grounds and concluded that there may be only two fold basis of appeal that the court will deal with in this ruling.
21. The first appeal ground simplified by Messrs Fa'aitoa in his submission is the issue of claim of right to the Ziata customary land. The second point is the issues of the Land Acquisition process under section 61 to 64 of the Land & Titles Act [CAP 93]
22. In respect to appeal point one or part one of the appeal, the Appellants contended that the Ziata water source lies within the land otherwise known as Tiroklaba land which belongs to the Kindu tribe. Hence, the Respondents have no rights to the Ziata land.
23. The appellants raised that argument that it is now trite that except for the Local Court or the Customary land tribunal to determine any claims pertaining to any customary land. They further submits that this court has no jurisdiction to determine the ownership of Ziata customary land.
24. The court concurs to this claim however, only if the land in question has never been through the process provided under section 12(1) of the Local Court Act.
25. Having considered the above argument, the court need to confirm whether this land has been deal with in any court proceeding.
26. The Court is satisfied that this land known as Ziata portion of land has been dealt with by way of land claim within the same parties through court process. This portion of land is well known a part of the main Kazukuru left hand land (KLHL). The boundaries of the Kindu land marked are also confirmed from

court decisions and clearly stated that the Zlata River or Water Sources is outside the Kindu land boundaries.

27. Having considered submissions from counsels, the court is not satisfied that the ownership of Zlata water sources is within the land boundaries of the Kindu tribal land.

28. The ownership of the said land in question was properly dealt with by the appropriate forum, therefore, the decision of the *Native Court Appeal case No. 9 of 1971* and the decision of *Solomon Islands Court of Appeal (SICOA), Appeal Case No. 3 of 2016* is significant on the issue of ownership on Kazukuru Left Hand land.

29. It is clearly stated in the *High Court Civil Case No. 277 of 2012*, where his Lordship Justice Foukona concluded as follows:

"the defendants are descendants of Vivisi and Edwin Biku was the descendants of Turana; and that Vivisi and Turana were brothers. Their sister was Vakoringe from whom the Claimants and Jacob Zingihite descendant. That there exist privity of blood where title and interest have direct connection between the parties in the previous case and the current one."

"It is with no doubt that the cause of action in relation to ownership of left hand Kazukuru land had been finally determined on its merit. The Highest Court of the land had made that determination. There was no legal privilege or legal obligation opened to any aggrieved party to lodge an appeal. Hence, the legal processes as conferred by law had come to an end," (paragraph 28 and 29 of the judgment).

30. The court is also noted with interest the Native Land Appeal Case No. 9 of 1971, which stated in Paragraph 3;

"the male rights in land are derived from his wife and not from his father. With such authority to support me I find that the Appellant, Zinihite, is right when he claims primary interest in the Kazukuru land by reason of his direct matrilineal descent from Vakoringe, and I find correspondingly that Edwin Biku's claims are secondary for he is basing his claim upon descent from Turana who was but Vakoringe's brother and could not pass in Kazukuru land to his sons."

31. From that Court Decision, this court draws the line with references to the land boundaries as Kazukuru Left Hand Land (KLHL) where Ziata water sources was situated.
32. Having considered the above findings, through previous court decisions in respect of Kazukuru customary land, the court is satisfied that the primary ownership of Ziata Water Sources within the Kazukuru left hand land are vested on the first Respondent, John W. TALASASA who was represented by Ronald Bei TALASASA (snr) and third Respondent Gordon Kiko ZINIHITE who was represented by Billy GINA. The secondary right of ownership is with the Second Respondent, Rex BIKU. The first fold of this appeal is dismissed.
33. I now turn to the second fold of this appeal. The Appellants has contested that all the land acquisition process in relation to Ziata water source land is un-procedural and therefore null and void.
34. I have considered all the supporting documents submitted by Counsels and concluded as follows.

The Laws

35. Part V of Lands & Titles Act deals [CAP 133] deals with purchasing or lease of customary land by private treaty, and compulsory acquisition of land.
36. In section 60 of the Act, It deals with purchase or lease of customary land by Commissioner.
- "Notwithstanding any current customary usage prohibited or restricted such transaction, customary land may sold or leased to the Commissioner."*
37. In section 61, it provides the Appointment of Acquisition officer. *"Whenever the Commissioner wishes to purchase or to take a lease of any customary land under section 60, he shall in writing appoint an Acquisition Officer to act as his Agent for the purpose of the acquisition."*
38. Section 62 deals with boundary demarcation and agreement. *"The Acquisition Officer shall; (a) cause the boundaries of the land to be demarcated"*

"The acquisition Officer shall publish in such manner as he considers to adequate or most effective for the purpose of bringing it to the attention of all persons affected thereby, notice-

(a) Of the agreement made under section 62(b);

(b) Of the agreements made for a public hearing by him in the area to decide any claims-

(i) That the vendors or lessors named in such agreement are not the owners; or

(ii) That such vendors or lessors do not have the right to sell or lease the land and to receive the purchase money or rent; and

(c) requiring such vendors or lessors and the claimants, if any, to attend.

40. Section 64 of Land and Titles Act; states

"The acquisition Officer shall hold a public hearing in the area in accordance with a notice published under the last preceding section, and if;

(a) There are no claimants, he shall record that fact; or

(b) There are any claimants, he shall hear their claims and determine the identity of the persons who have the right to sell or lease the land and receive the purchase money or the rent.

41. Section 66(1) of the Lands and Titles Act; deals with Appeals to the Magistrates Court:

(1) Any person who is aggrieved by any act or determination of the Acquisition Officer may within three months from the date of the record or determination appeal to a Magistrates' Court and such court may make such order as it considers just.

42. The above legal requirements are the subject of the current appeal. The Appellants said that the Acquisition Officers did not comply with the said acquisition requirements, therefore, the whole process is un-procedural.

43. To get down to the crux of the issue, it is pertinent to examine relevant provisions of Lands & Titles Act. I have the opportunity to assess all submissions provided to this court, together with documents in support of Counsel's arguments, especially, the documents pertaining the legal

Order:

1. Appeal 65/2010 is dismissed to its entirety.
2. Declares that the determination of Land Acquisition Officer on Ziata Water Sources land dated 28th July 2010 is proper in accordance to Part v of the Lands & Titles Act.
3. Declares that the First Respondents (John W. Talasasa) represented by Ronald Bei Talasasa (snr) and the third Respondent (Gordon Kiko Zinithite) represented by Billy Gina have the primary ownership of Ziata water source, and the second Respondent (Rex Biku) has the secondary right of ownership over Ziata water sources within the Kazukuru-left hand land;
4. Cost against the Appellants.



Principal Magistrate (Western)

13/03/2017

Appendix 3: Support Letters from Zinihite, Talasas, & Biku/CCMV Sub-Tribes

A. ZINIHTE SUB-TRIBE, KAZUKURU TRIBE

Lagoon Park Resort
Ondongo Peninsula
Diamond Narrow, Noro
Western Province

5th March 2021

Mr Ian Gooden
CEO Solomon Water
Honiara

Dear Sir

**Re: KAZUKURU TRIBE CONSENT AND SUPPORT FOR UWSSSP NORO UPGRADE
AND MUNDA NEW WATER PROJECT.**

The Kazukuru tribe has taken into consideration the Solomon Water Noro and Munda project as of great value and importance.

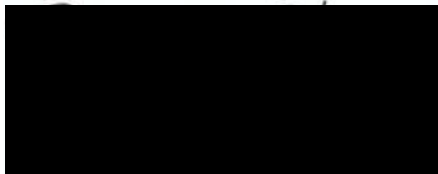
The roll out of water improvement at Noro Township plus the piping up to the catchment (Dam) at Ziata Water Source and the New Munda Township Water Project is a step forward for our people now and our future generation. In this regard we render our support as recorded in the minutes of the consultations held at Munda and Noro on 11th & 12th May 2020 and assurance that it will not be disturbed by our tribesmen.

In this regard we appreciate if the negotiations with tribal landowners to proceed whilst we try and address other tribal issues between ourselves.

In the meantime we look forward to further consultations with Solomon Water on other matters of concern regarding Kazukuru land.

Currently I am in Honiara and will furnish copies of other documents mentioned at the bottom of this letter when I get hold of them.

Yours sincerely,



Jacob Zinihite Family Members Association
Kazukuru Land

Attach copies:

- Certificate of Association & constitution (JZFMA)
- Minutes of Appointment 23rd May 2020
- Copy of Decree 1971
- Map of Kazukuru

Munda

Western Province

14th August 2021

The CEO
Solomon Water
PO Box 1407
Honiara

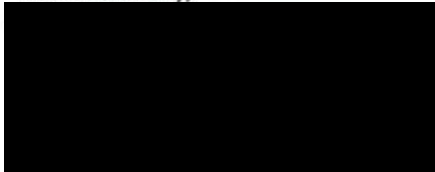
Dear Sir,

Re: Consent for Solomon Water Reservoir Tank and Pipeline to pass through
Kazukuru Tribal Customary Land at Polovesu- Munda.

I representing the KAZUKURU LEFT HAND LAND Guardian of which Polevesu is situated, and which the Solomon Water Pipeline mains will run through and the reservoir Tank will be constructed on, do hereby give my consent and permission for the Solomon Water and its Staff, contractors or Agents to have access to do Pipeline Mains laying and Reservoir construction works on or through part of the Kazukuru Tribal customary land at Polovesu, Munda.

I on behalf of the KAZUKURU LEFT HAND LAND Guardian, fully support the Solomon Water Project here at Munda to go ahead as Water is LIFE and is an essential service for which not only will benefit ourselves but the whole Munda, Western Province and the country as a whole.

Yours Faithfully,

A large black rectangular box redacting the signature of the KAZUKURU LEFT HAND LAND Guardian.

Munda

Western Province

14th August 2021

The CEO

Solomon Water

PO Box 1407

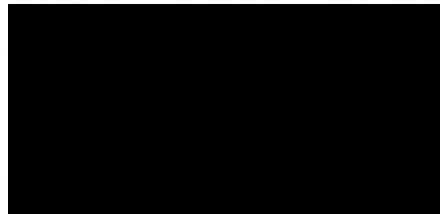
Honiara

Dear Sir,

Re: Consent for Solomon Water Pipeline to pass through KUZUKURU RIGHT HAND Land at DUNDE Village Existing Road- Munda.

I representing the KAZUKURU RIGHT HAND LAND of which DUNDE village is situated, and which the Solomon Water Pipeline mains will run through, do hereby give my consent and permission for the Solomon Water and its Staff, contractors or Agents to have access to do Pipeline Mains laying works through part of the Existing Road of Dunde Village, Munda.

I on behalf of the custodians of KAZUKURU RIGHT HAND LAND and CHIEF of Dunde Village, fully support the Solomon Water Project here at Munda to go ahead as Water is LIFE and is an essential service for which not only will benefit ourselves but the whole Munda, Western Province and the country as a whole.



DUNDE VILLAGE

MUNDA

B. TALASASA LAND OWNING SUB-TRIBE

----- Forwarded message -----

From: **Ronald**

Date: Thu, Apr 22, 2021, 15:01

Subject: Consent to proceed with your purposes

To: **Hilda Rade**

Cc: **Kenneth Bulehite** >

Dear **Hilda**

Please note fyi that the tribe represented by me and **Henry Talasasa** have given their consent previously to carry on with your purposes without any disturbance.

Any person that disturbs the work of SIWA should be reported to police.

Regards

Ronald Bei Talasasa Jr

Ronald Bei Talasasa Jr

Director of Public Prosecutions

Government Offices

Yaren District

Republic of Nauru

Email:

Tel: **+674 557 3889**

C. BIKU LAND OWNING SUB-TRIBE (GGMV Land Trust Association

GGMV Land Trust Association (Inc.)
(Gumi-Gemu-Miabule-Veo Tribes)
Kekehe Village - Munda
New Georgia
Western Province

Date: 13/03/21

The Chief Executive Officer
Solomon Water
P.O. BOX 1407
Honiara.

Dear Sir,

**RE: SUPPORT LETTER BY GGMV LAND TRUST ASSOCIATION (INC.) TO THE DONOR PARTNERS TO DEVELOP
THE ZIATA WATER SOURCE PROJECT – NORO – WESTERN PROVINCE**

It has come to the knowledge of the four tribes above that a major National Water Supply Improvement Project will shortly be conducted and implemented by various partners/donors in some parts of the country and will be carried out on the Ziata Water Source Customary as well. This portion of Land lies between Noro and Munda in West New Georgia, Western Province.

We, as the legally recognized, genuine and true land-owning tribes over this customary land area, the association is giving you our full support and commitment to this very important project that will properly develop the water supply system in this part of Western Province, for the good of all land-owners, the numerous people working in various companies based in Noro and Munda and for the country as a whole. In the end, we will all greatly benefitted from such an important infrastructure development undertaking. Furthermore, we are also encouraging and promoting the progress of such development to be conducted on our customary land without any unnecessary disturbances.

For any appropriate remuneration as far as the lease and rental agreement is concerned, you are at liberty to coordinate and facilitate these entitlements at your discretion. We are in the process of appointing a new Land Acquisition Officer, a Land Surveyor and a Land Valuer, to quickly and properly acquire the land for such a significant development aspiration.

Thank you in anticipation for the understanding.

Yours Faithfully,


Chairman – GGMV Land Trust Association (Inc.)

Rex Biku
Kekehe Village
Munda Postal Agency
Munda
Western Province

Mr Ian Gooden
Chief Executive Officer
Solomon Water
Honiara

25th August 2021

Dear Sir,

**RE: SUPPORT FOR THE URBAN WATER SUPPLY AND SANITATION PROJECT- NORO/MUNDA WATER
SUPPLY IMPROVEMENTS**

My name is Milton Aqorau and I have been authorised by Rex Biku to write this letter on his behalf.

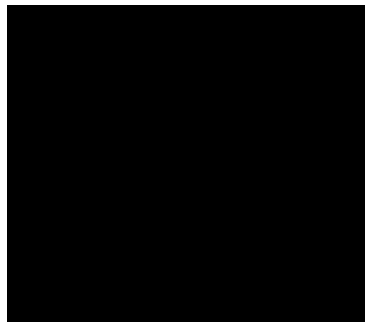
I am writing as authorised by Rex Biku in his capacity as a Trustee and Chief of Gumi Tribe to render our tribal support towards the above project that is earmarked for Noro and Munda. This is to confirm what we have discussed with Solomon Water and SUEZ Group when they visited us and held consultations on the 12th of May 2020 at Noro and Munda.

I therefore render and give full support for the Project to go ahead without any interruptions since it is an opportunity to improve the health and the wellbeing of my people of whom I am Chief, Leader and Elder.

I understand also that any legacy issues with regards to above said areas will be treated separately to be further discussed with Solomon Water and SI Government.

I look forward to further continued dialogue with your organisation as we strive to ensure that the Urban Water Supply and Sanitation Project benefits everyone in a fair and transparent manner.

Yours sincerely,



Chief /Trustee for Gumi Tribe

Appendix 4: Minutes of Consultations (12 MAY 2020 & 13 August 2021)

NORO STAKEHOLDER CONSULTATION

Date: 13 August 2021

Location: CAUSE Conference Room – Center Building

Time: 10:50am

Opening Prayer: [REDACTED]

Purpose:

- To give an update to the stakeholders on the status and final designs for Noro project
- Notify stakeholders/community that the team will be doing inventory of Losses (IOL)

Key Outcomes:

- Stakeholders/community are aware of the current project design
- Stakeholders/community understand the scope of the project
- Stakeholders/community take have a sense of ownership of the development on their area

Topics:

- Overview of UWSSSP
- Impacts of the project
- Assessment of impacts
- Affected Persons/Assets
- Inventory of Losses (IOL)
- Social Safeguards

Team List

Team member	Activity/role
[REDACTED]	Land Officer (SW)
[REDACTED]	Community Liaison Officer (SW)
[REDACTED]	Suez
[REDACTED]	Surveyor (Suez)

Participants – 13 (2 Female, 11 Male)

Number	Name	Contact	Community/ Organization
1	[REDACTED]		Soltuna
2	[REDACTED]		Noro Town Council
3	[REDACTED]		
4	[REDACTED]		Market Vendors
5	[REDACTED]		Church rep
6	[REDACTED]		Solomon Power
7	[REDACTED]		Noro Town Council
8	[REDACTED]		Noro Town Council (Clerk)
9	[REDACTED]		Labour Division
10	[REDACTED]		Environmental Health Division
11	[REDACTED]		Lands Office
12	[REDACTED]		Noro Town Council
13	[REDACTED]		Noro Town Council

Consultation Run-Sheet & Agenda

Time	Activity	Comments
8:30am	Left Munda for Noro	
9:00am	Set up venue and waited for participants to arrive	
10:50am	Session started	

Consultation feedbacks/ Themes

Topic/ question	Responses
Time frame of works	Designs now complete. Tender will go to international tendering by end of this year
Appreciate what has been done Will there no longer be any boreholes	Capacity is currently ok to supply. No boreholes Previously mentioned because it was in planning. But in final design it does not include bores
Contractors coming in from outside – downplay our locals Make sure all liabilities with locals are met and dealt with accordingly especially after contactors leave.	usually accommodated with contractor This consultation is focused mainly on social safeguards Thank you for your concern What exactly are u referring to Entitlements that are due after contracts works are done Ensure all are settled or are accommodated
Appreciate this There are few grievances including statutory bodies but this is open and not categorized. Is there anyway where grievances can be sorted thru statutory bodies to address issues? For example – can some who experience environmental damage go directly to	This is a step forward to address the issue Similar issue with Kongulai

ministry of environment? Will it be a breach your process by doing so?	
██████████ - Any existing easement for current facilities - We support the project as councillors of Noro - Address issues – experience overdues not paid and contractors leave – make sure this does not happen	██████████ - There is no existing easement - We will work together to ensure project is complete - We have rules and guideline set out for contractors to abide by to ensure nothing happens till the project is fully completed
██████████ - What mitigation is in place in times when salination occurs? ██████████ - It was experienced by everyone when salt water merged ██████████ - This is an issue to ensure that quality water is received by customers	██████████ - Cannot answer as there's no mitigation but it is something we'll take note of
██████████ - SW team were reminded yesterday by Mr Wickham of the need of quality water. Quality of water is very important, not only for businesses but for all of us.	
██████████ - First and foremost acknowledge team for presentation. Noro depends on water esp Soltuna. Recognition to LO as important stakeholders. Council is liaising with them to work together especially with addressing water issues. We encourage the 3 land owning groups to come together address the issue. Matter need to be sorted internally and I believe they are working on it. Water and sanitation is important for mankind and our team will continue to support you.	██████████ No one informed the participants that all 3 landowning groups have already provided the project with a support letter?
██████████ - Can SW take a leading role in following up on the land owning issues? Follow up with status of the government and the pending issues with LO. Just to ensure works are continuing.	██████████ - We can only move forward by working together. We will continue to follow up on our part to ensure project progress

██████████ - Importance of the sense of ownership and sense of belonging in your presentations especially when facilities are built in our communities. We fail a lot on this aspect. - Sustainability component of facilities. I believe SW will maintain its sustainability.	
██████████ - When you do the survey, are you surveying along the existing lines or new line areas	██████████ - One purpose – to determine the engineering designs - Two purpose – to avoid private land encroachment but rather run line in public lands
██████████ - There is a mechanism in the council that a form be filled before any development. This is to avoid damage to other service lines running through - An easement is needed – threats was raised during internal meetings to close access to tank – please address this issue ██████████ - That is the only sensitive issue at hand. We have spoken to all LO and they need to be sorted to ensure developments move forward. ██████████ - I hope that negotiations with easement will include the pipeline route	██████████ - Easement or lease is the only two options - Easement – a one off payment - Lease – yearly rates set to be paid yearly ██████████ - Regarding easement – people need to know the benefits of easement and lease. This is so that they understand. For purposes of consultation, this needs to be tailored in presentation to give them a good understanding. ██████████ - I believe the people have lawyers and so they should know these information. SW and government need to work together. - SW do not turn a blind eye on them but do support them to solve their issues. Continuous consultations is needed. We deeply need water. ██████████ - Easement – grant of easement will be signed – title still with title holder – SW have rights on the easement or pipeline route – agreement spells out conditions
██████████ - I hope this development will be environmentally friendly. Compliance with the environment - Avoid arguments regarding land, encroachment etc	
██████████	

- Noro accommodates multi-cultural people who come across the Solomon Islands. - An international port where we want economical activities be boosted. So water is an essential part in attaining the economic boost.	
- As a rep of one of the LO groups and woman councillor, I'm happy to sign an MOU before final court decision. We will be working together to work forward.	

Areas of concern:

- Work together regarding landowners issues - Ziata
- Salination issues
- Downplay of locals by contractors



presenting during the consultation in Noro

FOCUS GROUP DISCUSSION (12 May 2020)

1. INTRODUCTION

This report has been prepared under the ADB Technical Assistance for Project Preparation of an Urban Water Supply and Sanitation Development Sector Project (UWSSDSP) in the Solomon Islands.

The team that went to Munda on the 11th May 2020 consisted of SUEZ (2) and Solomon Water(2) staff to do consultations with the community. The team travelled to Noro on the 12th May 2020 to conduct FGD and consultations with the Landowners of Ziata water source.

2. PURPOSE OF THE FOCUS GROUP DISCUSSION:

- update project status UWSSSP
- information sharing on Solomon Water and
- To continue to build and strengthen stakeholders and project partner relationships
- to get update information through the Focus Group Discussion on stakeholder needs
 - 1) affordability
 - 2) willingness to pay

3.0 Background

In May 2019, Thomas Ifuimae was hired to do Household Survey in Munda. A lot of recommendations for Solomon Water was done during the Household survey and this was taken up in the Feasibility Studies Report (FSR).

The Focus Group Discussion was undertaken to give feedback to the stakeholders as a follow up from May 2019 FGD and also to provide project updates, awareness on Land, Customer service as well as the design of the proposed infrastructure on Noro.

4.0 Purpose of the Focus Group Discussion

The Focus group Discussion (FGD) was designed to find out Customers willingness to pay for Solomon Water Services and how they perceive the services currently provided at Noro and what the future demand will be like due to expansion of infrastructure and population.

The key FGD objectives include:

- Gauge expectations on the cost of water supply provided by Solomon Water.
- Find out if they understand the value and cost of bringing clean, safe water supply services
- To encourage and hear some recommendations on what they think could be done to improve services to the customers.
- To find out if customers are willing to pay for water connection.

5.0 APPROACH AND METHODOLOGY

5.1 Focus Group Discussion Process

The FGD was held at a venue overlooking Noro market. There was an invitation for 40 people, 20 men and 20 women consisting of youths, women's, special needs elders from both the formal and informal sector. However, on the day 41 people showed up, 25 men and 19 women. The participants represented the the Landowners, Business houses, Women's Group, Youth Groups, Paramount Chief, Teachers, local women and men's group such as the Mothers Union and other Church representatives.

The introductory session was done by Hilda Tango who thanked and welcomed all participants to the meeting. A word of prayer was offered by a participant and the program for the day kicked off.

Hilda did a presentation on the overview of the project.

- [REDACTED] followed with the presentation on the design and location of the proposed tank and the status.
- [REDACTED] did a presentation on relevant information as part of awareness and information sharing regarding water charges etc.
- [REDACTED] on Land.

[REDACTED], Deputy Team Leader SUEZ, presenting the project



Participants from the various groups in Noro Township



Men's Focus Group- Noro City Clerk doing a presentation on behalf of his group.



After the presentations the following were some of the questions and recommendations put forward by the participants:

Questions

Question	Response
- How many meters should we stay away from the catchment areas and water sources?	Once declared as catchment area, according to SW, it has a 'to do' and 'not to do' activities
1. Can SW provide taps for our residential houses when new connections are installed?	- It is usually up to you to connect into your home
- Sometimes there is not water running, only air passing through and the meter runs. How can you address that?	- That is a technical question that we will not be able to answer but we are taking note of that question for our relevant people to give an answer to it.
- Why is it that SW stopped us from connecting from the main pipe/line?	- It will reduce the flow and results in some areas going out of water due to low pressure
- Things for SW to consider ➢ The idea of not settling in the catchment may mean people will be displaced. ➢ Need to settle land issues with Ziata people ➢ Consider the fact that you are taking water from the land owners to feed the whole of Noro town, of which most people are not from here. This project	- We will take up the social issues that you raised. As part of this project we will look also at the social aspect and our responsible land officers will also ensure those issues are solved. This is to satisfy both Ziata people and the people who will benefit from the water supply.

Question	Response
is not of the interest of Ziata people but of the government. Thus the need to address the issues of the very people of Ziata.	
██████████ - Can the Ziata source sustain the growth of Noro town? Soltuna has plans to expand, NFD has plans to increase including other sectors. Will this source including boreholes be able to cater for the increase?	██████████ - A consultation with Soltuna came up with the conclusion that they are not going to connect with SW but rather depend on their own sources. - Later, they decided to connect and use other alternative sources as well. - There are other technical issues that we also need to address to ensure that water is enough. - Ziata source is currently in a good position to meet the current demand but with the other additional sources (two proposed boreholes) it can meet the growing population
██████████ - Is there any assurance that schools and churches can be removed from the commercial category and have it placed in another category as they are also service providers? - Is there any chances that the provincial centers are given a different rate on the standing charges due to the fact that these town are small and repair costs are at minimal? - I suggest that before tariffs are finalized, a consultation should be done with customers both in Honiara and the provincial centers.	██████████ - I may not have a good answer but I can take your question and have it looked at by the responsible people . - - It is a working progress that SW is working to address the issue of having schools and churches being under the commercial category
██████████ - Sometimes there are error with the meter reading. We are sometimes over charged or under charged. Why is this happening?	██████████ This question is a technical question so we will take this back to the responsible people to answer
██████████ - Can those of us in the rural area also have access to these services? ██████████ - Sometimes people experience itchiness so we thought maybe it is a result of the chlorine. May I ask how often the water is treated and the tanks are cleaned out? - Can customers give questions and concerns to the office?	██████████ - rural areas is looked after by RWASH - I only know that the water treatment plant is flushed out on a daily basis. This water that runs here goes through a sand filter before distribution. - Yes. You can always submit your concerns to the office.

FOCUS GROUP DISCUSSION QUESTIONS/ANSWERS

Table 1: Questions and Answers

No.	Questions	ANSWERS
1	Where do you get water from? List all your current water sources	-Solomon water -Borehole -Water tanks -stream
2	What do you think about the water service you currently have? - Quality - Reliability - Safety - Maintenance	Both groups male and female said that the quality of Solomon Water is average, however it is reliable and safe and maintenance good. The response from men and women's groups using rainwater and boreholes, they do not boil the water because they think it is still safe, however it is not reliable as climate change is a challenge.
3	How do you store your water?	-water containers - buckets -bottles -jerry cans
4	Where do you pay for your water?	- Solomon water - shops
5	How much do you pay for your water now?	- Depending on usage around SBD 200-300 a month from Solomon water
6	How many buckets of water do you use in a day?	10 to 30 BUCKETS day on average depending on family size and usage
7	How could the service be improved?	- Solomon water should action reports on faults immediately . - Ensure water delivered to all homes and offices by Solomon water is safe and clean.
8	Will you be able to pay for a new water connection?(If yes give reason if NO give reason)	- Yes its affordable
9	If the service were improved, how much would you expect to pay for water?	-depending on usage if use more pay more, if you use less pay less
10	What other suggestions do you want to share to improve your ability to pay your bill?	-make cash meters available to everyone in Noro. -Solomon water should conduct awareness on how to use water in the community

Women's Group Focus Discussion – presenting their discussion answers



Recommendations

- Community look forward to future consultations as such in the future and the women are specifically thankful and satisfied that they came out in big numbers to attend such consultation.
- Wide range of awareness from Solomon water to communities – bills, sanitation, procedures, cash water, meters etc.
- Strengthening partnerships between all stakeholders is the only way forward to progress.
- Construction of infrastructure takes into account Disaster Risk Reduction factors.
- Solomon Water to organise a meeting with Landowners next time.
- Solomon Water should set different rates for provincial centres as well as for different organisations such as NGO, Schools and Churches.
- Can agreements be reviewed especially with water source and landowners regarding royalty? Landowners happy to go ahead with project; however, they must not be forgotten.
- People are demanding they want cash meter if Solomon Water operates

The misconception of customers thinking that work on the water storage tanks etc is a simple easy task without realising that it is a complex network of factors and the system.

Conclusion:

It is clear from the recommendations that even though the men's group think that the water connection fees are expensive, the people are eager to be connected to Solomon Water come into the Noro Community. Both groups now understand that clean quality water is not free and comes with a price. Both men and women representatives stated that their community is ready to pay for quality consistent water.

They understand that they as Landowners must resolve their internal issues and also if any disputes on land is recorded then the project will be halted as this is a very important area for the project to proceed.

There was a separate session organized for Landowners after the FGD was organised. This is to get a clearer picture on what the issues are faced by LO and how they can move forward.

The assistance rendered by [REDACTED] in getting all the representatives from the women's, the men's group, the youth representatives, community representatives as well as representative, the land owning groups has clearly demonstrated that wider consultation is critical for the success of the project.

In conclusion, Noro community is ready and willing to pay for water. It's important that a collaborative approach is taken and Solomon Water to continue to be visible in the community through awareness and outreach programs.

NORO

CONSULTATIONS WITH MUNDA COMMUNITY : FOCUS GROUP DISCUSSIONS (WOMEN)

DATE: 12/5/20

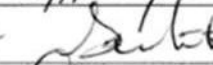
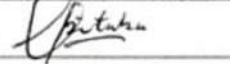
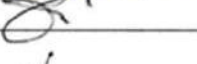
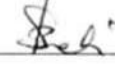
VENUE: GIZO SIGN:

NAME	COMMUNITY	CONTACT MOBILE	
1. Philas Ziny	Munda	7403782	Bini.
2. Evalyn Zinibite	Koguporo	7846093	Rahgn.
3. Catherine Kakai	Koguporo	7583086	Kakai
4. Rose Sua	Munda/Noro	7906624	Rzua
5. Rachel Pitabas	Sanalae	7249990	Alisa
6. Lemu Dany	Noro	7752409	many
7. Rachel Wilfred	Munda	7420573	Rhaye
8. Emily Tokin	Mobile Base	7571898	Jekin
9. Joy Sawo	Big BARU	7364958	Joy
10. Saweria K	Black Town	7433695	La.
11. ABILYN	BASE	7447074	AB
12. Lois Daiwo	Biosecurity ST	7488498	Lois
13. WENDY	JEDUM	7867776	Wendy
14. Philomina	NORO	7811343	Philomina
15. Cathy	Noro	"	Alami
16. Gwemah S	Vao	7825210	
17. Lanne D	Muse	731453	LD
18. Lantia R	Secepe	7877882	
19. Kazani B	Ziata	7963887	Beb
20. Celia K	Munda	7704941	qzgr

NORO.

CONSULTATIONS WITH MUNDA COMMUNITY : FOCUS GROUP DISCUSSIONS (MEN)

DATE: 12th May 2020 VENUE: NORO SIGN:

NAME	COMMUNITY	CONTACT MOBILE	
1. PHALETAU BETI	ZIATA	8612981	
2. Singere Siga	Noro (baru)	7141414	
3. Billy Gini (Jnr)	Odoño (Noro)	7434700	
4. Maefelo Eric	Noro (ncili)	7848020	
5. Gavin Tetu	Noro (NTC)	7303518	
6. NELSON BOSO	NFD (VEO/ELONA) TRIBE	7470026	
7. Ishmael Kuvi	SOLTUNA-NORO	7400122	
8. Breen Kama	Noro CHS	7987776	
9. Harvey Talasasa	New Tatisa		
10. Ishmael Tolosa	New Tolase		
JONES BOLIKI	NORO POLICE	7415137 / 61005	
12. DAVID JNR. MAMBO	NORO PORTS	61041 / 7464681	
13. Rodie Solata	NORO (NTC)	7284888	
14. AARON SERU	NORO (NTC)	7658300	
15. Regnault Nida	Porta ^{uc} Noro	7917404	
16. DAVID MAKINI	DUNDA	8792869	
17. Billy Kiko	NORO	8624649	
18. Patrick Muri	KOUPRO	7418725	
19. Gavin Beti	ZIATA	7400121	
20. Solo Naji	ZIATA	-	
21. KATO TALASASA - Munda	-	-	

Appendix 5: Meeting with Chiefs of Talasasa Sub-Tribe of Kazukuru tribe

Minutes of meeting with [REDACTED], Trustee for Ziata water source held on the 3rd March 2021 at 10:00am SIPEU office

Participants:

1. [REDACTED]
2. [REDACTED] Social Safeguards/Lands Specialist, Solomon Water
3. [REDACTED], Community Specialist, SUEZ
4. [REDACTED] Deputy Team Leader SUEZ

Hilda thanked Ian for meeting them and allowed Ian to share his opinion. Ian's concern was that their tribe has been waiting 40 years for the lease payment and he is disappointed on the government's delays. Ian suggested that the project write to the Attorney General to help speed up the court process.

[REDACTED], **Deputy Team Leader SUEZ**: Explained that the project at Noro only involves the existing infrastructure to do improvements on the pipelines and Water treatment Plant. [REDACTED] sympathise and said he understand their frustrations but the team will not want to be seen as taking any sides to the matter and mentioned that the matter be best addressed by the parties concerned. Ken reminded Ian that the project has deadline and its critical otherwise we lose the project funding.

[REDACTED], **Community Specialist SUEZ** also mentioned that the project will not deal with legacy issues but reiterated that SW and the government will only make payments to the party that the court determines as the primary landowners. This is impossible at the moment because both parties keep appealing the court decisions over and over again. [REDACTED] reminded Ian the importance of quality and safe water for families as well as for the future developments at Noro being an international port, international airport etc. She also reiterated that it's a follow up also on the support given by tribal leaders in the team last consultation in Noro and Munda in May 2020.

[REDACTED] **SW**: Clarified the same and reiterated that SW is not avoiding the issue but would like to ask that the tribes make a decision to either work together or this issue of courts will be never ending. The project is separate and has a strict deadline.

[REDACTED]: Requested that the team give him time until next week to consult with his lawyer and brother and he will get back to us by the 12th March 2021.

Note: Support letters were already provided by all 3 tribes (Zinihite, also part of Kazukuru Tribe, Talasasa and Biku SubTribe) and attached in this Report.

Appendix 6: SW's Grievance Redress Mechanism



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.

Stage 3

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

- 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



**SOLOMON WATER:
GRIEVANCE REDRESS REGISTERING AND MONITORING FORM**

ANNEX 1 – Grievance Log Information

Complainant Information (Person Reporting)

1. Name:
2. Address:
3. National ID:
4. Gender:
5. Contact Details - Telephone, Email
7. Type of complainant:
 - Affected person/s
 - Intermediary (on behalf of the AP)
 - Civil organization
 - Service organization (e.g., local government institution)
 - Other (specify)
9. Registration Number: - assigned by Projects Team

Complaint Details

10. Mode of receiving the grievance:
 - Letter
 - Phone call
 - Fax
 - Email
 - Verbal complaint (walk-in)
 - Other (specify)
11. Location of the problem/issue specified in the complaint:
Town:
Province:
12. Type of problem/grievance:
 - Land related
 - Compensation
 - Construction
 - Resettlement site
 - Other (specify)
13. Short description of the problem:
14. Short description of the factors causing the problem:
15. Person/agency responsible for causing the problem:
16. Past action/s taken by the complainant (if any):
17. Details of the focal point that received the complaint:

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

Appendix 7: MOU signed at the initiation of the 5th Acquisition Process

MEMORANDUM OF AGREEMENT

**COMMISSIONER OF LANDS ON BEHALF OF
SOLOMON ISLANDS GOVERNMENT**

AND

LANDOWNERS/TRUSTEES

This Agreement is hereby made on the 11th day of September 2023.

Between: Commissioner of Lands on behalf of Solomon Islands Government

And: The Landowners/Trustees

1. Purpose of the Agreement

The Solomon Islands Government (hereinafter referred to as "SIG"), has through its statutory agent the Solomon Islands Water Authority now trading as Solomon Water (herein SW) has had access and usage of the Ziata River Source that serves the Noro Township and nearby communities in the region of the Western Province.

Despite access and usage of water, there has been delay in completion of the Lands Acquisition process on the Ziata water source and there has been no conclusion of a lease agreement between SIG and land owning groups.

2. Objectives

Whereas: The SIG is desirous of doing a fresh acquisition of the Ziata Water Source and having a lease agreement finalized, through the Commissioner of Lands and his agents;

And whereas: The SIG is desirous of renewing its agreement with the Landowners/Trustees for purposes of Solomon Waters continuous access and use of the land and water source.

And whereas: The Landowners/Trustees pledge their support for the continuous access and usage of the water source by SW to install, use and maintain facilities to supply water to the Noro Township.

And whereas: The Commissioner has engaged the service of an Acquisition Officer to carry out a fresh acquisition and to ensure that the process is proper and updated and making sure that the necessary land negotiations are thoroughly completed with the intention of a land lease agreement to be signed with immediate effect.

3. Landowners/Trustees Obligations

The landowners/ trustees agree as follows: -

- (i) To allow unrestricted access to SW or Ministry of Lands Housing and Survey (MLHS) and Survey personnel to the designated locations to carry out work or

activities relating to land acquisition, valuation tasks or other work related to the land to be acquired.

- (II) To allow unrestricted access to SW to access, use, maintain and upgrade SW facilities on the land whilst waiting for the formal lease agreement to be signed between the Commissioner of Lands and the landowner/trustees.
- (III) To resolve internal tribal group or family disputes so as not to delay the acquisition and land registration process.
- (IV) Embark amicably upon the process towards concluding negotiations in relation to the Lease Agreement with the Commissioner of Lands or his agents.
- (V) Acknowledge the fact that SBD\$300 000.00 has been paid to them in the past years in relation to the Ziata water site and that this amount will be deducted or offset from any future amounts owed to them in the final conclusion of the lease agreement and the Acquisition process.

4. Commissioner of Land's obligation

The Commissioner of Lands agree as follows;

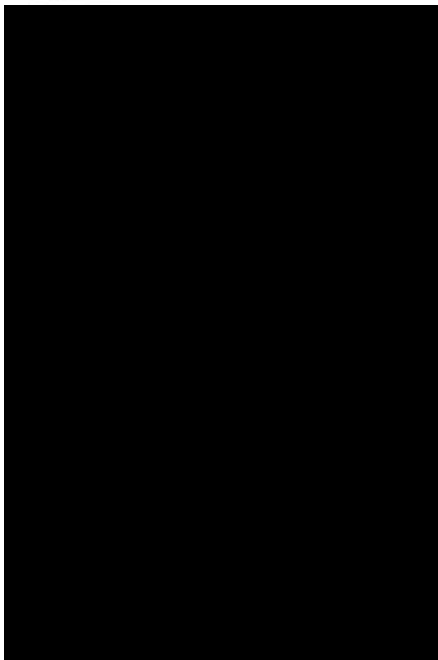
- (i) Organize and carry out according to due process the acquisition and negotiation of the land leased agreement with the landowners/trustees.
- (ii) To undertake a valuation of the designated 3 plots of land within the area of the Ziata Water Source and surrounding/other areas proposed to be leased.
- (iii) That the outstanding balance of the amount of SBD\$1 000 000.00 shall be paid by SIG as an advance payment to the Landowners/trustees and no further money shall be paid to the landowners/trustees, until the land lease agreement and acquisition process is concluded.
- (iv) To back pay rentals from when SW started supplying water using the Ziata Water Source.
- (v) To cause deductions or offset \$300 000.00 (that is the amount of money that has been paid out to landowners/trustees in the previous years) from any final amount of money to be paid out at the final lease agreement and acquisition process.

In witness of which the parties have set their hands on the day and the year first above as written.

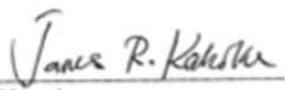
Signed in the presence of:

 11/9/2023

Alan Mcneil
Commissioner of lands



Witnessed by:


(Name)


(Signature)

17/8/23
(Date)

MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN: SOLOMON ISLANDS WATER AUTHORITY, PO Box 1407, Honiara,
represented by the Permanent Secretary, Ministry of Mines, Energy,
Rural Electrification ("the First Party")

AND: The ZINIHITE TRIBAL GROUP, Munda, Western Province
("the Second Party")

AND: The TALASASA TRIBAL GROUP, Munda, Western Province
("the Third Party")

AND: The BIKU TRIBAL GROUP, Munda, Western Province
("the Fourth Party")

WHEREIN: the First, Second, Third and Fourth Parties are referred to herein as "the
Parties" or "a Party."

DATED: This 29th day of October, 2024

RECITAL

WHEREAS the purpose of this MOU is to create and establish a framework by which the Parties can agree and mutually benefit from SIWA's work to upgrade and improve its three (3) facilities on Ziata customary land, New Georgia, Western Province,

WHEREAS the Parties acknowledge that on 16th of August 2024, a joint meeting and consultation was conducted at the Marina Hotel at Noro Town, Western Province between them, with representatives from the Solomon Islands Government (Prime Minister's Office), the Ministry of Lands, Housing and Survey (MLHS) and the Ministry of Mines, Mineral, Energy and Rural Electrification (MMERE),

WHEREAS a further meeting involving this same parties took place at the Hams Theatre on the 13th of September 2024

This will be the sixth of many meetings to finalize and establish a framework for SIWA to commence with the project to upgrade and improve its facilities ("the Project") on Ziata customary land, New Georgia, Western Province.

PARTIES

A) Solomon Islands Water Authority ("SIWA"),

Address and Contact: PO Box 1407, Honiara, Solomon Islands, Phn 44700

B) The Zinihite Tribal Group, Munda, Western Province

Address and Contact: [REDACTED]

C) The Talasasa Tribal Group, Munda, Western Province

Address and Contact: [REDACTED]

D) The Biku Tribal Group or Biku Tribe Land Association Trust board (hereinafter referred to as "BTLATB") of Tomevaka Hill Top, Kekehe Village, Munda, Western Province

Address and Contact: [REDACTED]

Any notice or communication to a Party under this MOU must be made in writing to the nominated address or contact herein provided.

SCOPE OF COLLABORATION

1. SIWA is mandated under law to provide reliable, affordable, sustainable, safe and clean drinking water including the power to control, regulate, develop, manage, conserve and utilize urban water resources in the best interests, of Solomon Islands and to formulate national policies relating to the control and use of urban water resources so that the water supplied for consumption meets the prescribed water quality standards.
 2. As part of that mandate, SIWA intends to carry out major upgrading and improvement work to three (3) of its facilities located within Ziata customary land, identified as;
 - (a) the water source itself which contains two water pumps that extracts, pumps and convey water from the water source to the Water Treatment Plant.
 - (b) the fenced out water treatment plant which lie west from the water source contain the storage house, chemicals tank for the treatment of water.
 - (c) the fenced out reservoir tank which lie a further two and half kilometers west from the Treatment plant towards Noro.
- Refer to **Annexure "A"** indicating on map, the three areas to be affected.
3. The total combined area of the three lands is 0.35 ha or 3, 500 square meters.
 4. The Project involving the upgrade and improvement work is "limited only" to the land area where the three (3) existing facilities are installed and located.
 5. The Project is wholly funded by International Aid Agencies ("Donors") and is scheduled to commence on or by the 16th of September 2024 under the contract entered into by the First Party with the Donors. This is being delayed to commence on the 31st of October 2024 or soon after the signing of this MOU.

6. Work on the Project will be carried out by the First Party's contractor Reeves CCB/Envico Company ("the Contractor") with an estimated time period of eighteen (18) months for completion.

TERMS OF AGREEMENT

7. The Second, Third and Fourth Parties shall, open and provide to SIWA, trust accounts bearing the name of their respective tribes supported by their authorized signatories.
8. To enable work on the Project to commence, all Parties agree that the First Party, as a sign of good faith, will within fourteen days (14 days) of the execution of this agreement pay, transfer and deposit the sum of SBD \$500, 000 each to the First, Second and Third Parties into their respective designated Tribe's Trust Account the total payable being SBD\$1.5 Million.
9. All Parties further agree that the payment into each of their Tribal Trust Account is conditional upon the parties meeting the requirements in clause 7 and them agreeing to, consenting to and supporting the upgrade project to proceed immediately upon the execution of this MoU or by the end of October 2024 and, including the immediate deployment of the Contractor to the project sites at Noro.
10. Any existence of internal conflicts or disagreement within the Second, Third or the Fourth Party's tribal groups must be resolved by themselves and their respective members. Upon evidence that conflict or disagreement exists in any of the tribal groups, any payments due to them under this MOU shall be withheld by the First Party until the First Party receives clear evidence from the concerned tribe that the conflict has been resolved following which the First Party shall require concerned party to sign a deed of release in its favor and thereafter pay or transfer to their account the amount of \$500, 000 to the party concerned.
11. The First Party proposes to the Second, Third and Fourth Parties, as part of the benefits to this Project and upon the Contractor commencing ground works on the facilities, the following:

- (a) The Contractor, Reeves CCB/Envico shall prioritize the employment of skilled and unskilled workers from the Second, third and fourth parties on an equal basis and subject to the skills required thereof.
- (b) The Contractor shall utilize the purchase of local gravel necessary for the Project from the Second, third and fourth Parties or from anyone of the parties with proven primary ownership as the case may be, from undisputed sites or land areas.
- (c) The Contractor shall accommodate assorted or allotted space for members of the Second, third and fourth parties to ship materials from Honiara to Munda and vice versa on board any shipping vessel engaged by the Contractor to transport work materials during the tenure of the Project.
- (d) temporary lease or rent of land in proximity to the facilities or work site for the duration of the Project from the Second, third and fourth Parties or any one of them with proven primary ownership of such area. Such lease or rental are for purposes of lodging and residence of the Contractor staff and employees including the storage of machineries, materials and equipment for the Project.
- (e) participation and engagement in minor SIWA approved community projects in schools, health centers, communities surrounding Munda Township and Noro Township.
- (f) receive community awareness and training from SIWA on water related matters.

12. The Second, Third and Fourth Parties by their trustees and or representatives consent to, assures and undertakes to the First Party as follows:

- (a) that by their signatures, the three (3) tribes (Second, Third and Fourth Parties) unequivocally authorize the First Party and its Contractor Reeves/Envico CCB to commence work on the three (3) facilities on Ziata customary land immediately upon the execution of this agreement unhindered whilst they await the full and final determination of ownership in custom over these lands

from the Courts. Any party affected by matters as stated in clause 10 shall have their payments affected by the restrictions contained therein.

- (b) that by their signatures the three (3) tribal groups (Second, Third and Fourth Parties) and the First Party agree that the First Party shall within 14 days of signing this MOU, raise and pay the sum of Five Hundred Thousand Dollars each (SBD \$500, 000), payable to the respective designated trust accounts of the Second, Third and Fourth parties the total paid being One Point Five Million Dollars (SBD \$1.5 Million) dollars. The SBD 1.5 Million Dollars payment as agreed by all parties shall not be claimed from any future lease payment due to any determined customary owners, beneficiaries and families relating to Ziata customary land hosting the 3 sites of the Project.
- (c) not to hinder, disrupt or cause any delay to the Project "limited only" to works intended to upgrade and improve the three (3) facilities on Ziata customary land to be commenced on or by the 30th of October 2024 by the Contractor.
- (d) Deal with, negotiate and settle any potential disputes or conflicts that may arise involving their members or third parties that would in any way hinder the Contractors work on the facilities.
- (e) on a consistent basis to communicate and to deal with any issues arising or potential disturbance which may affect the Project through their appointed trustees, representatives or spokesperson(s) to the First Party, including addressing the same to the Community Advisory Committee under clause 19 of this agreement.

TIME LINE AND MILESTONE

13. All Parties acknowledge First Party intends to engage in a Project of upgrading "limited only" to the land area where it has three (3) existing facilities requiring upgrading and improvements.

14. Timing is critical to obtaining funding loan from ADB Bank which becomes unavailable to SIWA once ground works on the Project does not commence on or by the month of October 2024 or any period of time after October 2024.

15. The First Party had engaged a Contractor Reeves/CCB Envico to commence work on the upgrading of the three (3) facilities to be completed within an estimated time period of eighteen (18) months from the date it takes possession and commencing work thereon.

16. All Parties acknowledge and understand that the final determination on ownership of Ziata customary land will not be decided any time soon by the Courts. As it is common knowledge that the Court processes take time and are affected by delays.

COMMUNITY ADVISORY COMMITTEE

17. The parties shall form a Community Advisory Committee to be composed of equal representations from each of the tribes (the First, Second and Third Parties) and the First Party. This committee shall have:

- (a) The responsibility of receiving and dealing with any grievances between land owners, the public and contractor that may arise in the course of the project work period.
- (b) The responsibility of dealing with and resolving any disputes on the ground between contractor, Land owners and others as the case may be;
- (c) The responsibility of liaising with and advising contractor or its designated officers on appropriate actions to be taken on matters relating to any such disputes arising incustom, culture, land etc.

DISPUTE RESOLUTION

18. The Parties to this MOU amicably agree to resolve any disputes either through the Community Advisory Committee under clause 17 or by mediation within a month of any such dispute being put to the notice of the Contractor of the First Party.

19. All Parties amicable agree that this MOU shall be governed by the laws of Solomon Islands and all Parties hereby submit to the exclusive jurisdiction of the High Court.

PENDING LITIGATION

20. All Parties to this MOU acknowledge the number of litigation such as the Magistrates Court (Western) Civil Case No.02 of 2023, Civil Case No.9 of 2024, High Court Civil Case No.448 of 2023 and High Court Case No.451 of 2023 filed and pending before the Courts on the issue of ownership in custom over Ziata customary land and reviews of the Commissioner of Lands decision to commence acquisition of the Ziata Land.

21. The Second, Third and Fourth Parties by their signatures representing the three (3) tribes amicably and unequivocally AGREE NOT to apply and obtain any restraining orders against SIWA from proceeding with the Project which is "limited only" to upgrade and improvement to its three (3) facilities on Ziata customary land until a final decision on ownership is concluded by the Courts.

TERMINATION AND EXPIRY

22. This MOU expires at the end of the Project period which is eighteen (18) months from the effective date the Contractor commences work on the three sites, subject to any earlier termination.

23. The parties may by general consensus and agreement, review and renew this agreement where necessary.

MISCELLANEOUS

24. Any amendments to this MOU must be in writing and signed by all Parties.

25. Any invalid or unenforceable section or provisions in this MOU does not invalidate this MOU rather the remaining provisions shall continue in full force and effect.

26. This MOU constitutes the entire agreement between the Parties and integrates all prior understandings or MOU's, whether written or oral, regarding the subject matter hereof.

IN WITNESS WHEREOF the Parties have executed this Contract on this day 29th of October 2024.

SIGNED ON BEHALF OF
SOLOMON ISLANDS WATER AUTHORITY



Date: 29-10-24

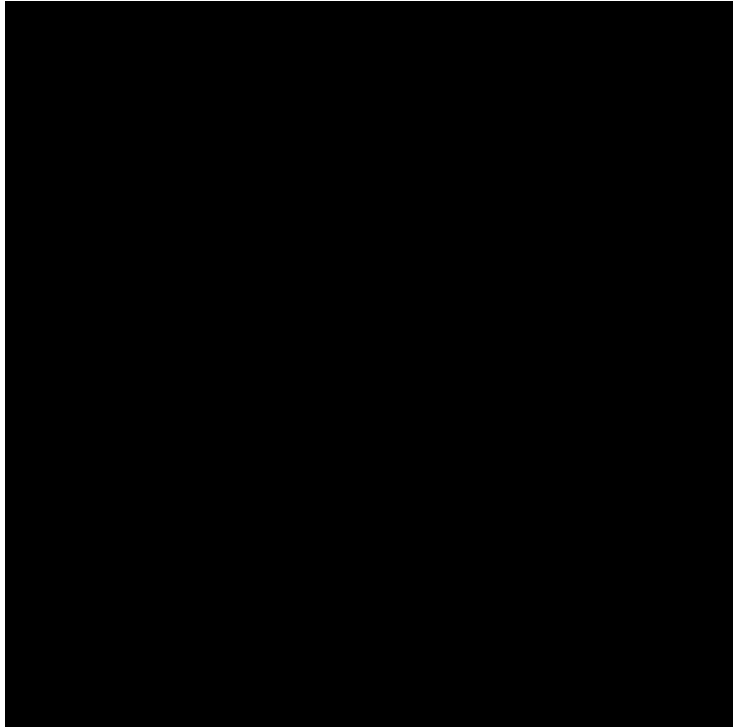
.....
Mr. Carmine Piantedosi.
Chief Executive Officer.
Solomon Islands Water Authority



Date: 29.10.24

.....
Dr. Culwick Togamana
Chairman
Board of Directors
Solomon Islands Water Authority

SIGNED ON BEHALF OF
THE TALASASA TRIBAL GROUP



Date: 29/10/24

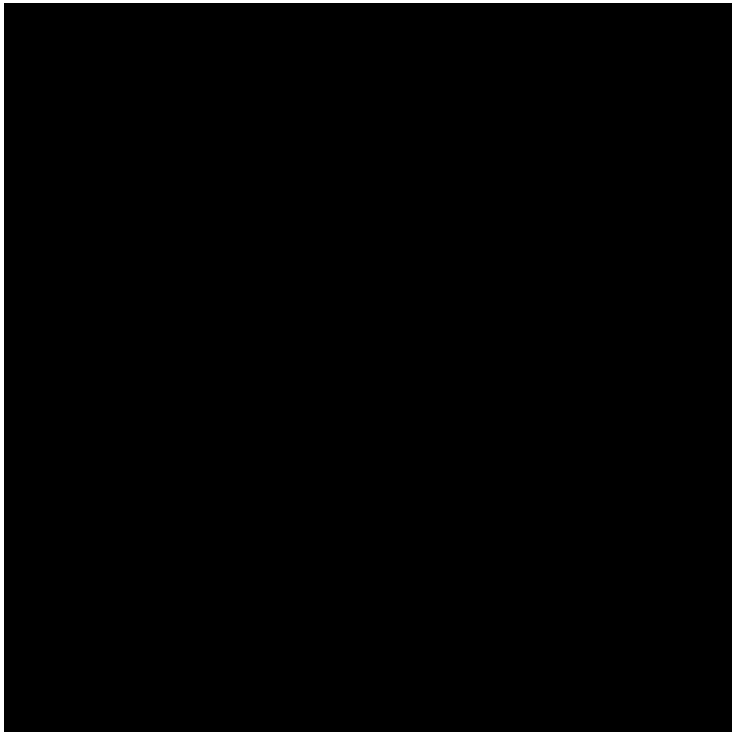
Date: 29/10/24

Date: 29/10/24

Date: 29/10/24

Date: 29/10/24

SIGNED ON BEHALF OF
THE BIKU TRIBAL ASSOCIATION TRIBE



Date: 29/10/24

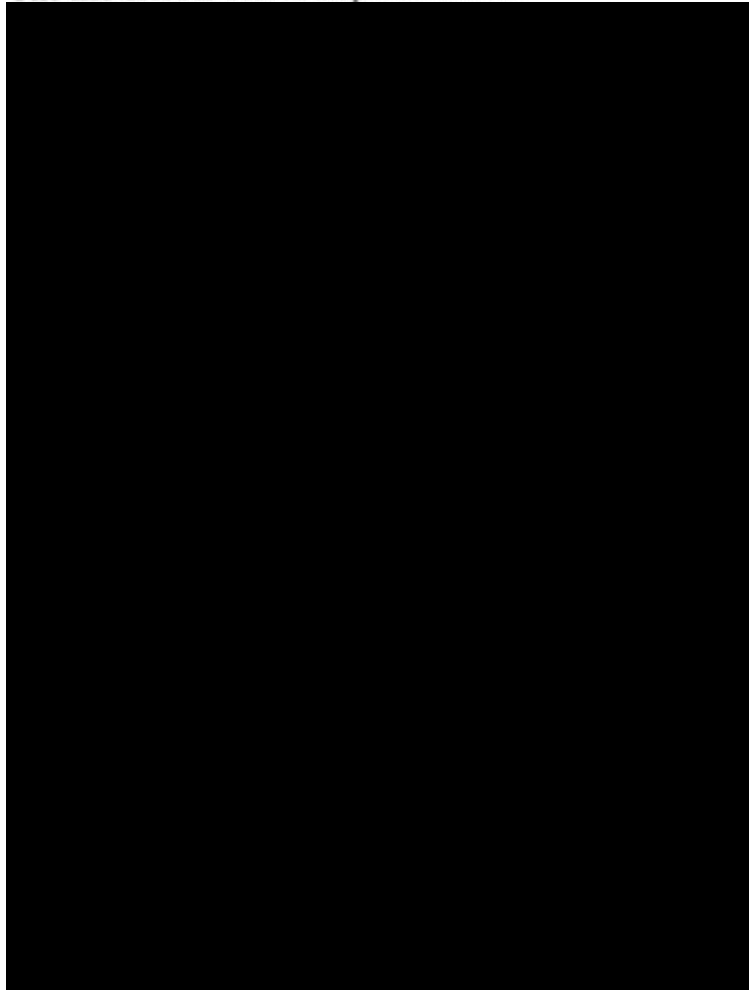
Date: 29/10/24

Date: 29/10/24

Date: 29/10/24

Date: 29/10/24

SIGNED ON BE HALF OF
The ZINIHITE Tribal Representative



Date: 29/10/24

Date: 29/10/24

Date: 29/10/24

Date: 29/10/24

Date: 29/10/24

Date: 29/10/24

Date: 29/10/24

"ANNEXURE A"



Reservoir Area

30m x 30m

Legend

Google Earth

© 2024 Maxar Technologies

80 m

N



Water Treatment Plant - Ziata

30m x 30m

Legend

Untitled Path

Google Earth

© 2024 Maxar Technologies

Water Intake - Ziata

30m x 30m
10m x 80m

Legend

Untitled Path

Google Earth

© 2024 Maxar Technologies

90 m

N

